San Ysidro School District
Governing Board

AGENDA

Thursday
June 9, 2022
5:00 p.m.

WELCOME
Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Ocean View Hills School
Auditorium
4919 Del Sol Blvd
San Diego, CA 92154

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 26, 2022

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, May 26, 2022 and conducted its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 5:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice-President
Mrs. Irene Lopez, Board Clerk
Mr. Antonio Martinez, Member

3. FLAG SALUTE by Rudy Lopez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP
2021-2022 State of the District End of the Year Review

7. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address Closed Session Items Only.

There were no public comments.

Board Vice President Pallasigue made a motion to recess to Closed Session, seconded by Board Member Martinez. The vote was 4-0.

8. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:24 p.m. in accordance with section 54954.5 regarding:

8.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

8.2 PUBLIC EMPLOYEE EMPLOYMENT PURSUANT TO GOVERNMENT CODE §54957
Title: Assistant Superintendent of Educational Leadership, Pupil Services and Safety

8.3 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION at 8:33 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Board Member Martinez made a motion to adjourn, seconded by Board Vice President Pallasigue. The vote was 4-0.

9. ADJOURNMENT Time: 8:33 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: BOARD VACANCY

BACKGROUND INFORMATION:
The resignation of Governing Board Member Humberto Gurmilan was filed with the San Diego County Superintendent of Schools on May 20, 2022.

Within 60 days of the date a vacancy occurs, or a resignation is filed with the County Superintendent of Schools, a school or community college district governing board shall either order an election or make a provisional appointment to fill the vacancy. If the board takes no action within the 60-day period, the County Superintendent of Schools shall call an election to fill the vacancy. [EC § 5091(a)]

RECOMMENDATION:
Decide whether to make an appointment and approve procedures and timeline or call election to fill Governing Board Vacancy created by resignation of Humberto Gurmilan.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

TBD
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PROCEDURES FOR FILLING A SCHOOL OR COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER VACANCY

A governing board position becomes vacant on the occurrence of any of the events specified in Government Code section 1770 [Ed. Code (EC) § 5090] or as required by Government Code section 1099(b). If any of these circumstances occur, notify Legal Services, San Diego County Office of Education, at legal@sdcoe.net.

The resignation of a governing board member is not effective until a signed resignation is filed with the County Superintendent of Schools. [EC § 5090] Letters of resignation should be addressed to Paul Gothold, Ed.D., San Diego County Superintendent of Schools, 6401 Linda Vista Road, San Diego, CA 92111-7399.

A governing board member may not defer the effective date of his or her resignation for more than 60 days after he or she files the resignation with the County Superintendent of Schools. [EC § 5091(a)]

Within 60 days of the date a vacancy occurs, or a resignation is filed with the County Superintendent of Schools, a school or community college district governing board shall either order an election or make a provisional appointment to fill the vacancy. If the board takes no action within the 60-day period, the County Superintendent of Schools shall call an election to fill the vacancy. [EC § 5091(a)]

Within ten days of the effective date of the vacancy, an amended Statement of Facts, Roster of Public Agencies Filing must be filed with the Office of the Secretary of State and the County Clerk.

Election

If the board determines to call an election to fill the vacancy, it shall be held on the next established election date provided pursuant to Elections Code section 1000 not less than 130 days after the order of the election. [EC § 5091(b)] To determine the next qualified election date and to obtain a form for a Board resolution ordering the election, contact Legal Services, San Diego County Office of Education.

Provisional Appointment

1. The board determines its own procedures for advertising the vacancy, evaluating candidates, and making a provisional appointment.

2. The board may not discuss or act upon the appointment in closed session. [Gov. Code § 54950 et seq.]

3. A governing board member who has submitted a resignation with a deferred effective date shall not have the right to vote for his or her successor in an action taken by the board to make a provisional appointment. [EC § 35178]

4. A provisional appointment confers all powers and duties upon the appointee immediately following the appointment and the administration of the Oath of Office. [EC § 5091(d)]

a. A member of a governing board of a school district, a district superintendent, and a principal of a school are among those persons authorized to administer the Oath of Office. [EC § 60]

b. The signed, original Oath of Office form should be mailed to the County Clerk. The yellow copy should be retained by the clerk of the governing board.

5. Within ten days after the board appoints a person to fill the vacancy:

   a. A notice of such appointment shall be posted in three public places and shall be published once in a newspaper of general circulation published in the district. If there is no newspaper of general circulation published in the district, notice need not be published. [EC § 5092]

   Legal Services has prepared a template of a Notice of Provisional Appointment. The form to be used depends on when the term of the vacancy expires.

   b. An amended copy of the Statement of Facts, Registry of Public Agencies Filing must be filed with the Office of the Secretary of State and the County Clerk. [Gov. Code § 53051]. The form is available at https://bpd.cdn.sos.ca.gov/sf/forms/sf-405.pdf.

6. Unless a petition calling for a special election is filed with the County Superintendent of Schools within thirty days from the date of the provisional appointment, it shall become an effective appointment. [EC § 5091(c)(1)]

7. The appointee shall hold office only until the next regularly scheduled governing board member election. [EC § 5091(e)] However, said appointee shall continue to discharge the duties of his or her office until a successor has qualified. [EC § 5017] Contact Legal Services, San Diego County Office of Education, for the date of the next regularly scheduled governing board member election.

8. If a vacancy occurs during specified "window periods" prior to the end of the term of that position or prior to a regularly scheduled governing board election, the requirements of Education Code section 5093 shall apply. [EC § 5093] If there is a question regarding whether Education Code section 5093 is applicable, contact Legal Services, San Diego County Office of Education.

San Ysidro School District EST - 1887

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TENTATIVE TIMELINE FOR GOVERNING BOARD APPOINTMENT

Date	Task
May 20, 2022	Letter of resignation filed with County Superintendent of Schools
June 9, 2022	Regular Meeting of Governing Board • Board Action Item: Approve process and procedures for filling governing board vacancy • If appointment, discussion of timeline and process for making appointment
June 13, 2022	Recruitment and Applications • Application packet available at district office, on district website • Press release announcing vacancy • Announcements posted on website and at district office and schools
June 30, 2022	Applications due in the District Office at 4:30 p.m.
July 14, 2022	Regular Board Meeting (Open Session) • Board Action Item: Appoint Candidate to Fill Vacancy on Governing Board • Applicant interviews • Board discussion and voting on appointment • Appointee is administered oath of office
July 19, 2022	60th day: If the board takes no action within the 60-day period, the County Superintendent of School shall call an election to fill the vacancy [EC, § 5091 (a)}

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San Ysidro School District

Application for Governing Board Appointment

THIS APPLICATION IS A PUBLIC RECORD

The appointee will hold office until the next governing board member election, which occurs at the next Statewide General Election on November 8, 2016. [EC§ 5091(e)]

QUALIFICATIONS:
Applicant must be a registered voter and a resident of the San Ysidro School District. An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. [EC § 35107]

Certification of qualifications on page 5 must be signed by the applicant.

APPLICATION DEADLINE:
This application must be received no later than September 30, 2015 at 5:00 p.m. Applications may be mailed, faxed, or hand-delivered to:

Gina Potter, Ed.D., Superintendent
San Ysidro School District Office
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Phone: (619) 428-4476, ext. 3021
Fax: (619) 428-1505

(Please type or print):

Name: _____

Address: _____

Telephone No. Home ( ) _____ Business ( ) _____

This application was approved by the San Ysidro School District Governing Board on (INSERT BOARD APPROVAL DATE).

San Ysidro School District
Application for Board Appointment

QUALIFICATIONS: (Stay within space allowed for answers. Do not attach extra pages.)

1. Describe your educational, work and/or public service background.

2. Why do you wish to serve on the Board? What do you hope to accomplish

3. What skills, abilities, and experience would you bring to the Board to assist carrying out its responsibilities?

4. List your involvement in activities that demonstrate your understanding and support for public education, such as membership on committees/organizations, offices held, volunteer work, and community service.

5. List, in order of importance, the major issues confronting public education and, specifically, the San Ysidro School District.

6. Explain the mission of the San Ysidro School District.

San Ysidro School District
Application for Board Appointment

CERTIFICATION OF QUALIFICATIONS:
I understand that this application is a public document and may be requested under provisions of the Public Records Act and/or be available to the public on the San Ysidro School District website.

I understand that upon appointment I would be required to file a Conflict of Interest Statement and take an Oath of Office.

I certify I am not disqualified to hold this office because of a conviction of any of the crimes on the attached list and further certify I am not otherwise disqualified under the California Constitution or statutes from holding public office.

I certify that I reside within the San Ysidro School District boundaries that I am a registered voter in the San Ysidro School District.

I attest the foregoing information is true to the best of my knowledge.

_____ _____
Signature of Applicant Date

Information contained on this application may be subject to verification.

The following is a list of crimes, conviction of which precludes a person from holding public office in the State of California. Conviction of these crimes renders a person ·'forever disqualified from holding any office in this state.'·

- Bribing executive officer (Penal Code § 67)
- Officer asking or receiving bribes (Penal Code§§ 68, 88)
- Receiving gratuity for appointment to office (Penal Code§ 7-1)
- Judicial Officer who has asked/or or received emoluments, gratuities, rewards, or the fee of a stenographer (Penal Code § 94)
- Giving or offering bribe to Councilman or Supervisor (Penal Code § 165)
- Misappropriation of public funds (Penal Code § 424)
- Interference with work or discipline oj or giving certain articles to prisoners (Penal Code § 2772)
- Interference with or giving certain articles to convicts (Penal Code§ 2790)
- Officer making contracts in which he or she is interested (Government Code § 1097)
- Members of the Legislature convicted of any crime (Government Code § 9055)
- Corrupting the voting process (Elections Code § 18501)
- Convicted of a felony involving accepting, giving, or offering of any bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, except if a pardon has been granted in accordance with law (Elections Code § 20)

Please note that in addition to the above restrictions, Government Code § 1126 prohibits any local agency official from engaging "in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed."

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Interview Process and Procedures for Appointment to Board Vacancy

San Ysidro School District

1. Interview candidates*
    a. Candidate presentation/introduction (up to 5 minutes) and
    b. Interview questions by Board members (up to 5 minutes)
    c. Note: Time limits are meant only as a guide, Board reserves the right to shorten or extend the time for candidate interviews
    d. Confidential interview questions to be developed by 2 Board Members and/or Superintendent
2. Open discussion by Board about candidates
3. Motion to nominate a candidate for appointment to vacancy
    a. If candidate receives three or more votes, that candidate will be appointed to fill the vacancy
    b. If the candidate does not receive at least three votes, the motion fails and a board member may make a new motion to nominate a candidate for appointment to the vacancy

All interviews, discussion and board action will be conducted in open session

Bylaw 9223: Filling Vacancies **Status:** ADOPTED

Original Adopted Date: 04/11/2019 | **Last Reviewed Date:** 04/11/2019

Events Causing a Vacancy

A vacancy on the Board of Education may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

   A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

      In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

   c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

      If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

12. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board may advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board may post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee

3. The date of appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200-5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions (conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11381-11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy on the board
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6061	Manner of notice as prescribed in designated section
Pen. Code 88	Bribery, forfeiture from office

Federal References	Description
18 USC 704	Military medals or decorations

Management Resources References	Description
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. December 2010
Website	California State Attorney General's Office, Quo Warranto Applications - https://simbli.eboardsolutions.com/SU/plus0W6mhrGbhBsJI5dplus4ScSQ==

Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
9100	Organization - https://simbli.eboardsolutions.com/SU/HLxVpN0oVgplusMcpB8CrWGOQ==
9110	Terms Of Office - https://simbli.eboardsolutions.com/SU/89QncaWH8uVsZ3wiIC4saQ==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/sF8FwYH0J9jmas9bEkH1VQ==
9222	Resignation - https://simbli.eboardsolutions.com/SU/mRGzUXxs9JRnVP6FZv6U8w==
9224	Oath Or Affirmation - https://simbli.eboardsolutions.com/SU/5pnyFplusSkS25JiH3Aq3kMmQ==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/HYbc3y30dclhkp5Y1plusx49w==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/Mghslsh8AyxyEBhj9tbPplusca6g==
9323.2-E PDF(2)	Actions By The Board - https://simbli.eboardsolutions.com/SU/TNeJrr1bk8B4EvwSDHqgHg==

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2022-23 FISCAL YEAR

BACKGROUND INFORMATION:
On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing per Education Code Section 52062 to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

RECOMMENDATION:
Open/Close Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2022-2023 fiscal year.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement ~ Goal 2: English Language and Academic Language Development ~ Goal 3: School Culture and Student Engagement ~ Goal 4: Social Emotional Learning and Well-Being ~ Goal 5: Parent Engagement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

GOVERNING BOARD

Rudy Lopez, President
Rosaleah Pallasigue, Vice-President
Irene Lopez, Clerk
Humberto Gurmilan, Member,
Antonio Martinez, Member

PLEASE POST

May 25, 2022

NOTICE OF PUBLIC HEARING

2022-2023 Proposed Local Control Accountability Plan (LCAP)

NOTICE IS HEREBY GIVEN that the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, at a regular meeting to be held on June 9, 2022, will conduct a public hearing regarding the 2022-23 Proposed Local Control Accountability Plan (LCAP).

Each year the District is required to approve an LCAP for the next fiscal year. The LCAP must be reviewed during a public hearing and board must consider any written comments received prior to the public hearing. The Proposed LCAP for fiscal year 202-23 is presented to the Governing Board for consideration and approval. The LCAP includes the goals of the district, the actions and services to attain those goals, and budget and funding assumptions over a three-year period.

All individuals wishing to submit written comments to the District regarding the 2022-23 Proposed LCAP may do so on or before June 9, 2022. All written comments or questions should be addressed to the attention of Ms. Cynthia Gonzalez, Executive Director of Educational Services, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro CA 92173 or call (619)428-4476.

All individuals wishing to participate in the public hearing are invited to attend the meeting of the Governing Board at the following time and location:

DATE: June 9, 2022

TIME: 6:00 p.m.

PLACE: Ocean View Hills School/MPR
4919 Del Sol Blvd.
San Diego, California 92154

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3070 • Fax (619) 690-4409 cynthia.gonzalez@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

GOVERNING BOARD

Rudy Lopez, President
Rosaleah Pallasigue, Vice-President
Irene Lopez, Clerk
Humberto Gurmilan, Member,
Antonio Martinez, Member

FAVOR DE PUBLICAR

25 de mayo, 2022

AVISO DE AUDIENCIA PÚBLICA

Plan Local de Rendición de Cuentas (LCAP) Propuesto para el 2022-2023

SE DA AVISO de que la MESA DIRECTIVA DEL DISTRITO ESCOLAR DE SAN YSIDRO, en una junta regular agendada para el 9 de junio del 2022, llevará a cabo una audiencia pública sobre el Plan Local de Rendición de Cuentas (LCAP) propuesto para el 2022-23.

Cada año, el distrito esta requerido para aprobar un LCAP para el próximo año fiscal. El LCAP debe revisarse durante una audiencia pública y la Mesa Directiva debe considerar todos los comentarios escritos recibidos antes de la audiencia pública. El LCAP propuesto para el año fiscal 2022-23 se presenta a la mesa directiva para su revisión y aprobación. El LCAP incluye las metas del distrito, las acciones y los servicios para alcanzar esas metas y el presupuesto y financiamiento esperado durante un período de tres años.

Todas las personas que deseen presentar observaciones por escrito al distrito en relación con el LCAP propuesto para el año escolar 2022-23 pueden hacerlo el o antes del 9 de junio del 2022. Todos los comentarios escritos o preguntas deben ser dirigidos a la atención de la Sra. Cynthia Gonzalez, Directora Ejecutiva, Distrito Escolar de San Ysidro, 4350 Otay Mesa Road, San Ysidro, CA 92173 o llame al (619) 428-4476.

Todas las personas que deseen participar en la audiencia pública están invitadas a asistir a la reunión de la Mesa Directiva a la siguiente hora y lugar:

FECHA: 9 de junio del 2022

HORA: 6:00 p.m.

LUGAR: Escuela Ocean View Hills/MPR
4919 Del Sol Blvd.
San Diego, California 92154

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3070 • Fax (619) 690-4409 • Cynthia.gonzalez@sysdschools.org

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2022-23

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune on May 13, 2022. The proposed budget was made available for public inspection on June 6 to June 8, 2022. The District is requesting that a public hearing be conducted for any interested parties to comment on the 2022-23 Proposed Budget which will be presented for approval/adoption at its next regular Board meeting to be held on June 23, 2022

PROPOSED BUDGET UNDER SEPARATE COVER

RECOMMENDATION:
Conduct Public Hearing for the District's 2022-23 Proposed Budget.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro
School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

PROPOSED BUDGET 2022 - 2023

Regular Board Meeting
& Public Hearing
June 9, 2022

ANNUAL BUDGET REPORT:

July 1, 2022 Budget Adoption

Insert "X" in applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: SAN YSIDRO SCHOOL DISTRICT

Date: JUNE 6, 2022 - JUNE 8, 2022

Adoption Date: June 23, 2022

Signed:

Clerk/Secretary of the Governing Board

(Original signature required)

Public Hearing:

Place: OCEAN VIEW HILLS ELEMENTARY SCHOOL

Date: June 09, 2022

Time: 06:00 PM

Contact person for additional information on the budget reports:

Name: MARILYN ADRIANZEN

Telephone: 619-428-4476

Title: CHIEF BUSINESS OFFICIAL

E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			**Met**	**Not Met**
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	

4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		X
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	

S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:	Jun 23, 2022	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			**No**	**Yes**
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

_____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$
Less: Amount of total liabilities reserved in budget:	$
Estimated accrued but unfunded liabilities:	$ 0.00

X This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ This school district is not self-insured for workers' compensation claims.

Signed _____ Date of Meeting: Jun 23, 2022

Clerk/Secretary of the Governing Board

(Original signature required)

For additional information on this certification, please contact:

Name:	MARILYN ADRIANZEN
Title:	CHIEF BUSINESS OFFICIAL
Telephone:	619-428-4476
E-mail:	marilyn.adrianzen@sysdschools.org

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	49,250,279.00	265,030.00	49,515,309.00	52,550,278.00	175,814.00	52,726,092.00	6.5%
2) Federal Revenue		8100-8299	140,000.00	19,782,292.30	19,922,292.30	0.00	5,884,689.08	5,884,689.08	-70.5%
3) Other State Revenue		8300-8599	720,116.00	7,317,624.73	8,037,740.73	760,881.36	8,108,456.21	8,869,337.57	10.3%
4) Other Local Revenue		8600-8799	60,000.00	3,503,650.96	3,563,650.96	65,000.00	4,077,543.00	4,142,543.00	16.2%
5) TOTAL, REVENUES			50,170,395.00	30,868,597.99	81,038,992.99	53,376,159.36	18,246,502.29	71,622,661.65	-11.6%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	19,868,756.12	12,829,697.62	32,698,453.74	21,402,475.85	6,654,840.61	28,057,316.46	-14.2%
2) Classified Salaries		2000-2999	6,627,376.25	5,374,789.76	12,002,166.01	6,664,926.29	4,463,296.03	11,128,222.32	-7.3%
3) Employee Benefits		3000-3999	8,971,949.43	8,335,979.01	17,307,928.44	10,353,063.24	7,732,427.36	18,085,490.60	4.5%
4) Books and Supplies		4000-4999	740,730.03	4,743,398.75	5,484,128.78	1,111,550.00	913,402.34	2,024,952.34	-63.1%
5) Services and Other Operating Expenditures		5000-5999	5,140,931.44	12,266,994.71	17,407,926.15	5,202,250.00	7,072,902.25	12,275,152.25	-29.5%
6) Capital Outlay		6000-6999	0.00	5,720,146.00	5,720,146.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	712,378.00	253,630.00	966,008.00	291,000.00	100,000.00	391,000.00	-59.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(485,806.69)	327,965.69	(157,841.00)	(310,059.90)	128,438.00	(181,621.90)	15.1%
9) TOTAL, EXPENDITURES			41,576,314.58	49,852,601.54	91,428,916.12	44,715,205.48	27,065,306.59	71,780,512.07	-21.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,594,080.42	(18,984,003.55)	(10,389,923.13)	8,660,953.88	(8,818,804.30)	(157,850.42)	-98.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			168,072.99	(10,557,996.12)	(10,389,923.13)	(157,850.42)	0.00	(157,850.42)	-98.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%
2) Ending Balance, June 30 (E + F1e)			3,966,443.80	316,386.48	4,282,830.28	3,808,593.38	316,386.48	4,124,979.86	-3.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	316,386.57	316,386.57	0.00	316,386.57	316,386.57	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,684,304.00	0.00	1,684,304.00	1,605,177.00	0.00	1,605,177.00	-4.7%
ADA OVERSTATEMENT REPAYMENT	0000	9780	*900,752.00*		*900,752.00*			*0.00*	
TEXTBOOK ADOPTION	1100	9780	*783,552.00*		*783,552.00*			*0.00*	
ADA OVERSTATEMENT REPAYMENT	0000	9780			*0.00*	*821,625.00*		*821,625.00*	
TEXTBOOK ADOPTION	1100	9780			*0.00*	*783,552.00*		*783,552.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,232,138.00	0.00	2,232,138.00	2,153,415.00	0.00	2,153,415.00	-3.5%
Unassigned/Unappropriated Amount		9790	1.80	(.09)	1.71	1.38	(.09)	1.29	-24.6%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	23,244,537.00	0.00	23,244,537.00	26,567,978.00	0.00	26,567,978.00	14.3%
Education Protection Account State Aid - Current Year		8012	842,132.00	0.00	842,132.00	818,690.00	0.00	818,690.00	-2.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	128,032.00	0.00	128,032.00	128,032.00	0.00	128,032.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
Secured Roll Taxes		8041	22,689,164.00	0.00	22,689,164.00	22,689,164.00	0.00	22,689,164.00	0.0%
Unsecured Roll Taxes		8042	632,736.00	0.00	632,736.00	632,736.00	0.00	632,736.00	0.0%
Prior Years' Taxes		8043	8,889.00	0.00	8,889.00	8,889.00	0.00	8,889.00	0.0%
Supplemental Taxes		8044	591,967.00	0.00	591,967.00	591,967.00	0.00	591,967.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(139,089.00)	0.00	(139,089.00)	(139,089.00)	0.00	(139,089.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,251,911.00	0.00	1,251,911.00	1,251,911.00	0.00	1,251,911.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			49,250,279.00	0.00	49,250,279.00	52,550,278.00	0.00	52,550,278.00	6.7%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	265,030.00	265,030.00	0.00	175,814.00	175,814.00	-33.7%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			49,250,279.00	265,030.00	49,515,309.00	52,550,278.00	175,814.00	52,726,092.00	6.5%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	864,000.00	864,000.00	0.00	868,487.00	868,487.00	0.5%
Special Education Discretionary Grants		8182	0.00	91,451.00	91,451.00	0.00	85,379.00	85,379.00	-6.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,715,559.00	2,715,559.00		1,331,084.00	1,331,084.00	-51.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
Title II, Part A, Supporting Effective Instruction	4035	8290		469,977.00	469,977.00		161,000.00	161,000.00	-65.7%
Title III, Part A, Immigrant Student Program	4201	8290		9,696.08	9,696.08		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		535,049.00	535,049.00		299,883.00	299,883.00	-44.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		1,057,254.22	1,057,254.22		300,318.00	300,318.00	-71.6%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	140,000.00	14,039,306.00	14,179,306.00	0.00	2,838,538.08	2,838,538.08	-80.0%
TOTAL, FEDERAL REVENUE			140,000.00	19,782,292.30	19,922,292.30	0.00	5,884,689.08	5,884,689.08	-70.5%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	120,602.00	0.00	120,602.00	134,309.36	0.00	134,309.36	11.4%
Lottery - Unrestricted and Instructional Materials		8560	599,514.00	239,070.00	838,584.00	626,572.00	249,860.00	876,432.00	4.5%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	7,078,554.73	7,078,554.73	0.00	7,858,596.21	7,858,596.21	11.0%
TOTAL, OTHER STATE REVENUE			720,116.00	7,317,624.73	8,037,740.73	760,881.36	8,108,456.21	8,869,337.57	10.3%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	253,630.00	253,630.00	0.00	0.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	60,000.00	0.00	60,000.00	65,000.00	0.00	65,000.00	8.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	1,014,200.96	1,014,200.96	0.00	1,000,000.00	1,000,000.00	-1.4%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	20,000.00	20,000.00	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		2,215,820.00	2,215,820.00		3,077,543.00	3,077,543.00	38.9%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			60,000.00	3,503,650.96	3,563,650.96	65,000.00	4,077,543.00	4,142,543.00	16.2%
TOTAL, REVENUES			50,170,395.00	30,868,597.99	81,038,992.99	53,376,159.36	18,246,502.29	71,622,661.65	-11.6%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	17,402,172.41	11,618,468.72	29,020,641.13	18,778,667.43	5,716,719.24	24,495,386.67	-15.6%
Certificated Pupil Support Salaries		1200	665,524.13	873,292.04	1,538,816.17	674,627.88	559,934.59	1,234,562.47	-19.8%
Certificated Supervisors' and Administrators' Salaries		1300	1,801,059.58	337,936.86	2,138,996.44	1,949,180.54	378,186.78	2,327,367.32	8.8%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			19,868,756.12	12,829,697.62	32,698,453.74	21,402,475.85	6,654,840.61	28,057,316.46	-14.2%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	0.00	3,015,841.55	3,015,841.55	0.00	2,644,014.06	2,644,014.06	-12.3%
Classified Support Salaries		2200	2,788,074.74	1,094,798.48	3,882,873.22	2,731,342.52	948,883.71	3,680,226.23	-5.2%
Classified Supervisors' and Administrators' Salaries		2300	733,398.22	555,801.68	1,289,199.90	601,377.47	360,301.65	961,679.12	-25.4%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Clerical, Technical and Office Salaries		2400	2,515,082.63	471,348.05	2,986,430.68	2,522,898.72	480,096.61	3,002,995.33	0.6%
Other Classified Salaries		2900	590,820.66	237,000.00	827,820.66	809,307.58	30,000.00	839,307.58	1.4%
TOTAL, CLASSIFIED SALARIES			6,627,376.25	5,374,789.76	12,002,166.01	6,664,926.29	4,463,296.03	11,128,222.32	-7.3%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,021,638.31	4,456,019.98	7,477,658.29	3,785,605.59	4,194,945.90	7,980,551.49	6.7%
PERS		3201-3202	1,369,161.34	1,211,169.55	2,580,330.89	1,544,911.67	1,156,272.06	2,701,183.73	4.7%
OASDI/Medicare/Alternative		3301-3302	461,433.70	346,412.45	807,846.15	823,388.71	427,182.61	1,250,571.32	54.8%
Health and Welfare Benefits		3401-3402	2,855,456.97	1,813,850.00	4,669,306.97	3,048,250.00	1,625,000.00	4,673,250.00	0.1%
Unemployment Insurance		3501-3502	315,066.99	141,147.60	456,214.59	143,866.13	55,716.00	199,582.13	-56.3%
Workers' Compensation		3601-3602	649,192.12	367,379.43	1,016,571.55	661,509.14	273,310.79	934,819.93	-8.0%
OPEB, Allocated		3701-3702	300,000.00	0.00	300,000.00	345,532.00	0.00	345,532.00	15.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,971,949.43	8,335,979.01	17,307,928.44	10,353,063.24	7,732,427.36	18,085,490.60	4.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	55,000.00	613,083.00	668,083.00	50,000.00	249,860.00	299,860.00	-55.1%
Books and Other Reference Materials		4200	0.00	342,054.99	342,054.99	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	635,230.03	3,488,260.76	4,123,490.79	903,550.00	663,542.34	1,567,092.34	-62.0%
Noncapitalized Equipment		4400	50,500.00	300,000.00	350,500.00	158,000.00	0.00	158,000.00	-54.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			740,730.03	4,743,398.75	5,484,128.78	1,111,550.00	913,402.34	2,024,952.34	-63.1%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	18,800.00	206,314.61	225,114.61	30,900.00	15,119.00	46,019.00	-79.6%
Dues and Memberships		5300	40,000.00	0.00	40,000.00	46,350.00	0.00	46,350.00	15.9%
Insurance		5400 - 5450	1,600,000.00	0.00	1,600,000.00	1,500,000.00	0.00	1,500,000.00	-6.3%
Operations and Housekeeping Services		5500	1,210,000.00	0.00	1,210,000.00	1,420,000.00	0.00	1,420,000.00	17.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	643,000.00	658,466.00	1,301,466.00	590,000.00	750,000.00	1,340,000.00	3.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,520,131.44	11,402,214.10	12,922,345.54	1,485,700.00	6,307,783.25	7,793,483.25	-39.7%
Communications		5900	109,000.00	0.00	109,000.00	129,300.00	0.00	129,300.00	18.6%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			5,140,931.44	12,266,994.71	17,407,926.15	5,202,250.00	7,072,902.25	12,275,152.25	-29.5%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	5,670,146.00	5,670,146.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	50,000.00	50,000.00	0.00	0.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	5,720,146.00	5,720,146.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	20,000.00	100,000.00	120,000.00	New
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	712,378.00	253,630.00	966,008.00	271,000.00	0.00	271,000.00	-71.9%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			712,378.00	253,630.00	966,008.00	291,000.00	100,000.00	391,000.00	-59.5%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(327,965.69)	327,965.69	0.00	(128,438.00)	128,438.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(157,841.00)	0.00	(157,841.00)	(181,621.90)	0.00	(181,621.90)	15.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(485,806.69)	327,965.69	(157,841.00)	(310,059.90)	128,438.00	(181,621.90)	15.1%
TOTAL, EXPENDITURES			41,576,314.58	49,852,601.54	91,428,916.12	44,715,205.48	27,065,306.59	71,780,512.07	-21.5%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	49,250,279.00	265,030.00	49,515,309.00	52,550,278.00	175,814.00	52,726,092.00	6.5%
2) Federal Revenue		8100-8299	140,000.00	19,782,292.30	19,922,292.30	0.00	5,884,689.08	5,884,689.08	-70.5%
3) Other State Revenue		8300-8599	720,116.00	7,317,624.73	8,037,740.73	760,881.36	8,108,456.21	8,869,337.57	10.3%
4) Other Local Revenue		8600-8799	60,000.00	3,503,650.96	3,563,650.96	65,000.00	4,077,543.00	4,142,543.00	16.2%
5) TOTAL, REVENUES			50,170,395.00	30,868,597.99	81,038,992.99	53,376,159.36	18,246,502.29	71,622,661.65	-11.6%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		23,565,764.50	33,337,970.54	56,903,735.04	26,153,350.11	21,838,085.98	47,991,436.09	-15.7%
2) Instruction - Related Services	2000-2999		4,541,915.06	649,062.75	5,190,977.81	4,399,086.53	506,188.56	4,905,275.09	-5.5%
3) Pupil Services	3000-3999		3,228,785.01	3,592,491.96	6,821,276.97	3,331,312.17	1,859,887.46	5,191,199.63	-23.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		5,382,697.02	3,528,402.62	8,911,099.64	6,314,618.30	568,681.82	6,883,300.12	-22.8%
8) Plant Services	8000-8999		4,144,774.99	8,491,043.67	12,635,818.66	4,225,838.37	2,192,462.77	6,418,301.14	-49.2%
9) Other Outgo	9000-9999	Except 7600-7699	712,378.00	253,630.00	966,008.00	291,000.00	100,000.00	391,000.00	-59.5%
10) TOTAL, EXPENDITURES			41,576,314.58	49,852,601.54	91,428,916.12	44,715,205.48	27,065,306.59	71,780,512.07	-21.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			8,594,080.42	(18,984,003.55)	(10,389,923.13)	8,660,953.88	(8,818,804.30)	(157,850.42)	-98.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,426,007.43)	8,426,007.43	0.00	(8,818,804.30)	8,818,804.30	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			168,072.99	(10,557,996.12)	(10,389,923.13)	(157,850.42)	0.00	(157,850.42)	-98.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals Unrestricted (A)	2021-22 Estimated Actuals Restricted (B)	2021-22 Estimated Actuals Total Fund col. A + B (C)	2022-23 Budget Unrestricted (D)	2022-23 Budget Restricted (E)	2022-23 Budget Total Fund col. D + E (F)	% Diff Column C & F
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,798,370.81	10,874,382.60	14,672,753.41	3,966,443.80	316,386.48	4,282,830.28	-70.8%
2) Ending Balance, June 30 (E + F1e)			3,966,443.80	316,386.48	4,282,830.28	3,808,593.38	316,386.48	4,124,979.86	-3.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	316,386.57	316,386.57	0.00	316,386.57	316,386.57	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	1,684,304.00	0.00	1,684,304.00	1,605,177.00	0.00	1,605,177.00	-4.7%
ADA OVERSTATEMENT REPAYMENT	0000	9780	*900,752.00*		*900,752.00*			*0.00*	
TEXTBOOK ADOPTION	1100	9780	*783,552.00*		*783,552.00*			*0.00*	
ADA OVERSTATEMENT REPAYMENT	0000	9780			*0.00*	*821,625.00*		*821,625.00*	
TEXTBOOK ADOPTION	1100	9780			*0.00*	*783,552.00*		*783,552.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,232,138.00	0.00	2,232,138.00	2,153,415.00	0.00	2,153,415.00	-3.5%
Unassigned/Unappropriated Amount		9790	1.80	(.09)	1.71	1.38	(.09)	1.29	-24.6%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
6300	Lottery: Instructional Materials	.94	.94
6546	Mental Health-Related Services	.45	.45
7121	Distance Learning California Advanced Services Fund	.45	.45
7425	Expanded Learning Opportunities (ELO) Grant	316,384.00	316,384.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	.73	.73
Total, Restricted Balance		316,386.57	316,386.57

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,543.88	55,543.88	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,543.88	55,543.88	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,543.88	55,543.88	0.0%
2) Ending Balance, June 30 (E + F1e)			55,543.88	55,543.88	0.0%
Components of Ending Fund Balance					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,543.88	55,543.88	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,543.88	55,543.88	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,543.88	55,543.88	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,543.88	55,543.88	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
2) Ending Balance, June 30 (E + F1e)			55,543.88	55,543.88	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,543.88	55,543.88	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
8210	Student Activity Funds	55,543.88	55,543.88
Total, Restricted Balance		55,543.88	55,543.88

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	503,294.94	314,000.00	-37.6%
3) Other State Revenue		8300-8599	1,570,079.00	1,299,219.86	-17.3%
4) Other Local Revenue		8600-8799	81,889.83	84,889.00	3.7%
5) TOTAL, REVENUES			2,155,263.77	1,698,108.86	-21.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	782,320.10	560,986.82	-28.3%
2) Classified Salaries		2000-2999	560,974.81	495,759.62	-11.6%
3) Employee Benefits		3000-3999	384,452.92	368,141.91	-4.2%
4) Books and Supplies		4000-4999	264,276.00	160,000.00	-39.5%
5) Services and Other Operating Expenditures		5000-5999	84,894.94	39,737.61	-53.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	78,345.00	73,482.90	-6.2%
9) TOTAL, EXPENDITURES			2,155,263.77	1,698,108.86	-21.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	308,606.59	308,606.59	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			308,606.59	308,606.59	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			308,606.59	308,606.59	0.0%
2) Ending Balance, June 30 (E + F1e)			308,606.59	308,606.59	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	308,606.59	308,606.59	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	314,000.00	314,000.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	189,294.94	0.00	-100.0%
TOTAL, FEDERAL REVENUE			503,294.94	314,000.00	-37.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,570,079.00	1,299,219.86	-17.3%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,570,079.00	1,299,219.86	-17.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	3,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	81,889.83	81,889.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			81,889.83	84,889.00	3.7%
TOTAL, REVENUES			2,155,263.77	1,698,108.86	-21.2%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	611,664.07	442,686.98	-27.6%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Certificated Supervisors' and Administrators' Salaries		1300	170,656.03	118,299.84	-30.7%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			782,320.10	560,986.82	-28.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	336,940.39	305,225.49	-9.4%
Classified Support Salaries		2200	148,902.98	138,955.29	-6.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	75,131.44	51,578.84	-31.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			560,974.81	495,759.62	-11.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	101,695.55	98,863.44	-2.8%
PERS		3201-3202	90,672.10	96,269.22	6.2%
OASDI/Medicare/Alternative		3301-3302	43,896.86	39,554.83	-9.9%
Health and Welfare Benefits		3401-3402	99,200.00	100,700.00	1.5%
Unemployment Insurance		3501-3502	15,620.53	5,349.07	-65.8%
Workers' Compensation		3601-3602	33,367.88	27,405.35	-17.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			384,452.92	368,141.91	-4.2%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	264,276.00	160,000.00	-39.5%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			264,276.00	160,000.00	-39.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	42,394.94	20,000.00	-52.8%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	42,500.00	19,737.61	-53.6%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			84,894.94	39,737.61	-53.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers of Indirect Costs - Interfund		7350	78,345.00	73,482.90	-6.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			78,345.00	73,482.90	-6.2%
TOTAL, EXPENDITURES			2,155,263.77	1,698,108.86	-21.2%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	503,294.94	314,000.00	-37.6%
3) Other State Revenue		8300-8599	1,570,079.00	1,299,219.86	-17.3%
4) Other Local Revenue		8600-8799	81,889.83	84,889.00	3.7%
5) TOTAL, REVENUES			2,155,263.77	1,698,108.86	-21.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,516,450.61	1,161,722.93	-23.4%
2) Instruction - Related Services	2000-2999		321,035.55	231,842.58	-27.8%
3) Pupil Services	3000-3999		139,240.97	94,192.25	-32.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		78,345.00	73,482.90	-6.2%
8) Plant Services	8000-8999		100,191.64	136,868.20	36.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,155,263.77	1,698,108.86	-21.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	308,606.59	308,606.59	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			308,606.59	308,606.59	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			308,606.59	308,606.59	0.0%
2) Ending Balance, June 30 (E + F1e)			308,606.59	308,606.59	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	308,606.59	308,606.59	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25	84,341.25
6130	Child Development: Center-Based Reserve Account	214,211.09	214,211.09
9010	Other Restricted Local	10,054.25	10,054.25
Total, Restricted Balance		308,606.59	308,606.59

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,830,228.00	1,950,000.00	6.5%
3) Other State Revenue		8300-8599	732,000.00	356,574.00	-51.3%
4) Other Local Revenue		8600-8799	22,000.00	4,000.00	-81.8%
5) TOTAL, REVENUES			2,584,228.00	2,310,574.00	-10.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	887,662.59	883,328.02	-0.5%
3) Employee Benefits		3000-3999	400,093.74	460,509.29	15.1%
4) Books and Supplies		4000-4999	1,141,595.00	858,597.69	-24.8%
5) Services and Other Operating Expenditures		5000-5999	58,000.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	79,496.00	108,139.00	36.0%
9) TOTAL, EXPENDITURES			2,566,847.33	2,310,574.00	-10.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			17,380.67	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			17,380.67	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	398,878.35	416,259.02	4.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			398,878.35	416,259.02	4.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			398,878.35	416,259.02	4.4%
2) Ending Balance, June 30 (E + F1e)			416,259.02	416,259.02	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	416,259.02	416,259.02	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,818,633.00	1,950,000.00	7.2%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	11,595.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			1,830,228.00	1,950,000.00	6.5%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	732,000.00	356,574.00	-51.3%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			732,000.00	356,574.00	-51.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,000.00	4,000.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	20,000.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			22,000.00	4,000.00	-81.8%
TOTAL, REVENUES			2,584,228.00	2,310,574.00	-10.6%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	704,148.96	685,627.59	-2.6%
Classified Supervisors' and Administrators' Salaries		2300	126,263.82	133,226.89	5.5%
Clerical, Technical and Office Salaries		2400	57,249.81	64,473.54	12.6%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			887,662.59	883,328.02	-0.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	172,363.39	203,738.81	18.2%
OASDI/Medicare/Alternative		3301-3302	23,886.48	63,260.85	164.8%
Health and Welfare Benefits		3401-3402	171,000.00	166,250.00	-2.8%
Unemployment Insurance		3501-3502	10,918.42	4,589.29	-58.0%
Workers' Compensation		3601-3602	21,925.45	22,670.34	3.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			400,093.74	460,509.29	15.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	91,595.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	1,050,000.00	858,597.69	-18.2%
TOTAL, BOOKS AND SUPPLIES			1,141,595.00	858,597.69	-24.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	3,000.00	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	20,000.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	35,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			58,000.00	0.00	-100.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	79,496.00	108,139.00	36.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			79,496.00	108,139.00	36.0%
TOTAL, EXPENDITURES			2,566,847.33	2,310,574.00	-10.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,830,228.00	1,950,000.00	6.5%
3) Other State Revenue		8300-8599	732,000.00	356,574.00	-51.3%
4) Other Local Revenue		8600-8799	22,000.00	4,000.00	-81.8%
5) TOTAL, REVENUES			2,584,228.00	2,310,574.00	-10.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		2,484,351.33	2,202,435.00	-11.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		79,496.00	108,139.00	36.0%
8) Plant Services	8000-8999		3,000.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,566,847.33	2,310,574.00	-10.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			17,380.67	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			17,380.67	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	398,878.35	416,259.02	4.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			398,878.35	416,259.02	4.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			398,878.35	416,259.02	4.4%
2) Ending Balance, June 30 (E + F1e)			416,259.02	416,259.02	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	416,259.02	416,259.02	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	63,527.79	63,527.79
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50	7,834.50
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,477.00	32,477.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73	312,419.73
Total, Restricted Balance		416,259.02	416,259.02

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	177,050.00	100,000.00	-43.5%
5) TOTAL, REVENUES			177,050.00	100,000.00	-43.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	8,072.60	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,072.60	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			168,977.40	100,000.00	-40.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			168,977.40	100,000.00	-40.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,012,562.64	20,181,540.04	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,012,562.64	20,181,540.04	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,012,562.64	20,181,540.04	0.8%
2) Ending Balance, June 30 (E + F1e)			20,181,540.04	20,281,540.04	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	20,181,540.04	20,281,540.04	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	175,050.00	100,000.00	-42.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			177,050.00	100,000.00	-43.5%
TOTAL, REVENUES			177,050.00	100,000.00	-43.5%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8,072.60	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,072.60	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			8,072.60	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	177,050.00	100,000.00	-43.5%
5) TOTAL, REVENUES			177,050.00	100,000.00	-43.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		8,072.60	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			8,072.60	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			168,977.40	100,000.00	-40.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			168,977.40	100,000.00	-40.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,012,562.64	20,181,540.04	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,012,562.64	20,181,540.04	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,012,562.64	20,181,540.04	0.8%
2) Ending Balance, June 30 (E + F1e)			20,181,540.04	20,281,540.04	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	20,181,540.04	20,281,540.04	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	20,181,540.04	20,281,540.04
Total, Restricted Balance		20,181,540.04	20,281,540.04

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	238,000.00	265,000.00	11.3%
5) TOTAL, REVENUES			238,000.00	265,000.00	11.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			238,000.00	265,000.00	11.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			238,000.00	265,000.00	11.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,850,355.53	4,088,355.53	6.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,850,355.53	4,088,355.53	6.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,850,355.53	4,088,355.53	6.2%
2) Ending Balance, June 30 (E + F1e)			4,088,355.53	4,353,355.53	6.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,088,355.53	4,353,355.53	6.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	18,000.00	15,000.00	-16.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	220,000.00	250,000.00	13.6%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			238,000.00	265,000.00	11.3%
TOTAL, REVENUES			238,000.00	265,000.00	11.3%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	238,000.00	265,000.00	11.3%
5) TOTAL, REVENUES			238,000.00	265,000.00	11.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			238,000.00	265,000.00	11.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			238,000.00	265,000.00	11.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,850,355.53	4,088,355.53	6.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,850,355.53	4,088,355.53	6.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,850,355.53	4,088,355.53	6.2%
2) Ending Balance, June 30 (E + F1e)			4,088,355.53	4,353,355.53	6.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,088,355.53	4,353,355.53	6.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	4,088,355.53	4,353,355.53
Total, Restricted Balance		4,088,355.53	4,353,355.53

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	8,000.00	New
5) TOTAL, REVENUES			0.00	8,000.00	New
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	8,000.00	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	8,000.00	New
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	8,000.00	New
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	8,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	8,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	8,000.00	New
TOTAL, REVENUES			0.00	8,000.00	New
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	8,000.00	New
5) TOTAL, REVENUES			0.00	8,000.00	New
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			0.00	8,000.00	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			0.00	8,000.00	New
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	8,000.00	New
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	8,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
7710	State School Facilities Projects	0.00	8,000.00
Total, Restricted Balance		0.00	8,000.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,248,944.00	0.00	-100.0%
5) TOTAL, REVENUES			6,248,944.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,248,944.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			6,248,944.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	82,478.70	6,331,422.70	7,576.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			82,478.70	6,331,422.70	7,576.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			82,478.70	6,331,422.70	7,576.4%
2) Ending Balance, June 30 (E + F1e)			6,331,422.70	6,331,422.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,331,422.70	6,331,422.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	700.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	6,248,244.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,248,944.00	0.00	-100.0%
TOTAL, REVENUES			6,248,944.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: Special Reserve Fund From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Special Reserve Fund To: General Fund/CSSF		7612	0.00	0.00	0.0%
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,248,944.00	0.00	-100.0%
5) TOTAL, REVENUES			6,248,944.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			6,248,944.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			6,248,944.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	82,478.70	6,331,422.70	7,576.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			82,478.70	6,331,422.70	7,576.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			82,478.70	6,331,422.70	7,576.4%
2) Ending Balance, June 30 (E + F1e)			6,331,422.70	6,331,422.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,331,422.70	6,331,422.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	6,331,422.70	6,331,422.70
Total, Restricted Balance		6,331,422.70	6,331,422.70

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,371,500.00	3,321,984.00	-1.5%
5) TOTAL, REVENUES			3,371,500.00	3,321,984.00	-1.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	30,000.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	5,299,484.70	3,018,100.00	-43.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,329,484.70	3,018,100.00	-43.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,957,984.70)	303,884.00	-115.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,957,984.70)	303,884.00	-115.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,957,984.70	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,957,984.70	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,957,984.70	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	303,884.00	New
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	303,884.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	3,333,000.00	3,314,984.00	-0.5%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	38,500.00	7,000.00	-81.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER LOCAL REVENUE			3,371,500.00	3,321,984.00	-1.5%
TOTAL, REVENUES			3,371,500.00	3,321,984.00	-1.5%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			30,000.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	1,356,000.00	1,973,100.00	45.5%
Other Debt Service - Principal		7439	3,943,484.70	1,045,000.00	-73.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,299,484.70	3,018,100.00	-43.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, EXPENDITURES			5,329,484.70	3,018,100.00	-43.4%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,371,500.00	3,321,984.00	-1.5%
5) TOTAL, REVENUES			3,371,500.00	3,321,984.00	-1.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		30,000.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	5,299,484.70	3,018,100.00	-43.0%
10) TOTAL, EXPENDITURES			5,329,484.70	3,018,100.00	-43.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(1,957,984.70)	303,884.00	-115.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(1,957,984.70)	303,884.00	-115.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,957,984.70	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,957,984.70	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,957,984.70	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	303,884.00	New
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	303,884.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	0.00	303,884.00
Total, Restricted Balance		0.00	303,884.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,663,454.00	12,663,454.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,663,454.00	12,663,454.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,663,454.00	12,663,454.00	0.0%
2) Ending Balance, June 30 (E + F1e)			12,663,454.00	12,663,454.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,663,454.00	12,663,454.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,663,454.00	12,663,454.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,663,454.00	12,663,454.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,663,454.00	12,663,454.00	0.0%
2) Ending Balance, June 30 (E + F1e)			12,663,454.00	12,663,454.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,663,454.00	12,663,454.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	12,663,454.00	12,663,454.00
Total, Restricted Balance		12,663,454.00	12,663,454.00

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,850.01	3,850.01	4,210.25	3,907.70	3,907.70	4,093.45
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,850.01	3,850.01	4,210.25	3,907.70	3,907.70	4,093.45
5. District Funded County Program ADA						
a. County Community Schools	7.85	7.85		8.79	8.79	
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	7.85	7.85	0.00	8.79	8.79	0.00

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,857.86	3,857.86	4,210.25	3,916.49	3,916.49	4,093.45
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA a. County Group Home and Institution Pupils b. Juvenile Halls, Homes, and Camps c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)] **d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)**	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA a. County Community Schools b. Special Education-Special Day Class c. Special Education-NPS/LCI d. Special Education Extended Year e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools f. County School Tuition Fund(Out of State Tuition) [EC 2000 and 46380] **g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)**	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	52,550,278.00	2.35%	53,784,117.00	0.83%	54,229,715.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	760,881.36	-0.31%	758,526.00	-1.65%	746,042.00
4. Other Local Revenues	8600-8799	65,000.00	0.00%	65,000.00	0.00%	65,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(8,818,804.30)	3.00%	(9,083,368.00)	3.00%	(9,355,869.00)
6. Total (Sum lines A1 thru A5c)		44,557,355.06	2.17%	45,524,275.00	0.35%	45,684,888.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				21,402,475.85		21,830,524.85
b. Step & Column Adjustment				428,049.00		436,610.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	21,402,475.85	2.00%	21,830,524.85	2.00%	22,267,134.85
2. Classified Salaries						
a. Base Salaries				6,664,926.29		6,798,224.29
b. Step & Column Adjustment				133,298.00		135,964.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,664,926.29	2.00%	6,798,224.29	2.00%	6,934,188.29
3. Employee Benefits	3000-3999	10,353,063.24	1.99%	10,559,132.00	1.74%	10,742,608.00
4. Books and Supplies	4000-4999	1,111,550.00	18.29%	1,314,832.00	-0.03%	1,314,438.00
5. Services and Other Operating Expenditures	5000-5999	5,202,250.00	3.14%	5,365,601.00	2.76%	5,513,810.00
6. Capital Outlay	6000-6999	0.00	0.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	291,000.00	0.22%	291,628.00	0.14%	292,034.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(310,059.90)	3.14%	(319,796.00)	1.97%	(326,096.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		44,715,205.48	2.52%	45,840,146.14	1.96%	46,738,117.14

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(157,850.42)		(315,871.14)		(1,053,229.14)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		3,966,443.80		3,808,593.38		3,492,722.24
2. Ending Fund Balance (Sum lines C and D1)		3,808,593.38		3,492,722.24		2,439,493.10
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	1,605,177.00		1,466,817.85		378,563.95
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,153,415.00		1,975,904.39		2,010,929.15
2. Unassigned/Unappropriated	9790	1.38		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,808,593.38		3,492,722.24		2,439,493.10
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,153,415.00		1,975,904.39		2,010,929.15
c. Unassigned/Unappropriated	9790	1.38		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		2,153,416.38		1,975,904.39		2,010,929.15

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	175,814.00	0.00%	175,814.00	0.00%	175,814.00
2. Federal Revenues	8100-8299	5,884,689.08	-48.24%	3,046,151.00	0.00%	3,046,151.00
3. Other State Revenues	8300-8599	8,108,456.21	-56.35%	3,539,099.00	-0.14%	3,534,120.00
4. Other Local Revenues	8600-8799	4,077,543.00	0.00%	4,077,543.00	0.00%	4,077,543.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	8,818,804.30	3.00%	9,083,368.00	3.00%	9,355,869.00
6. Total (Sum lines A1 thru A5c)		27,065,306.59	-26.39%	19,921,975.00	1.34%	20,189,497.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				6,654,840.61		4,552,476.61
b. Step & Column Adjustment				133,096.00		91,049.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,235,460.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	6,654,840.61	-31.59%	4,552,476.61	2.00%	4,643,525.61
2. Classified Salaries						
a. Base Salaries				4,463,296.03		3,786,065.03
b. Step & Column Adjustment				89,265.00		75,721.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(766,496.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,463,296.03	-15.17%	3,786,065.03	2.00%	3,861,786.03
3. Employee Benefits	3000-3999	7,732,427.36	-14.01%	6,648,956.00	0.91%	6,709,671.00
4. Books and Supplies	4000-4999	913,402.34	-19.73%	733,207.00	-0.03%	732,987.00
5. Services and Other Operating Expenditures	5000-5999	7,072,902.25	-42.50%	4,067,018.00	0.92%	4,104,632.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	100,000.00	3.14%	103,140.00	1.97%	105,172.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	128,438.00	3.14%	132,471.00	1.97%	135,081.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		27,065,306.59	-26.02%	20,023,333.64	1.35%	20,292,854.64

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		0.00		(101,358.64)		(103,357.64)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		316,386.48		316,386.48		215,027.84
2. Ending Fund Balance (Sum lines C and D1)		316,386.48		215,027.84		111,670.20
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	316,386.57		215,027.84		111,670.20
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	(.09)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		316,386.48		215,027.84		111,670.20
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
The adjustment is due to the expiration of State and Federal Stimulus funds.						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	52,726,092.00	2.34%	53,959,931.00	0.83%	54,405,529.00
2. Federal Revenues	8100-8299	5,884,689.08	-48.24%	3,046,151.00	0.00%	3,046,151.00
3. Other State Revenues	8300-8599	8,869,337.57	-51.55%	4,297,625.00	-0.41%	4,280,162.00
4. Other Local Revenues	8600-8799	4,142,543.00	0.00%	4,142,543.00	0.00%	4,142,543.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		71,622,661.65	-8.62%	65,446,250.00	0.65%	65,874,385.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				28,057,316.46		26,383,001.46
b. Step & Column Adjustment				561,145.00		527,659.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,235,460.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	28,057,316.46	-5.97%	26,383,001.46	2.00%	26,910,660.46
2. Classified Salaries						
a. Base Salaries				11,128,222.32		10,584,289.32
b. Step & Column Adjustment				222,563.00		211,685.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(766,496.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,128,222.32	-4.89%	10,584,289.32	2.00%	10,795,974.32
3. Employee Benefits	3000-3999	18,085,490.60	-4.85%	17,208,088.00	1.42%	17,452,279.00
4. Books and Supplies	4000-4999	2,024,952.34	1.14%	2,048,039.00	-0.03%	2,047,425.00
5. Services and Other Operating Expenditures	5000-5999	12,275,152.25	-23.16%	9,432,619.00	1.97%	9,618,442.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	391,000.00	0.96%	394,768.00	0.62%	397,206.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(181,621.90)	3.14%	(187,325.00)	1.97%	(191,015.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		71,780,512.07	-8.24%	65,863,479.78	1.77%	67,030,971.78
C. NET INCREASE (DECREASE) IN FUND BALANCE						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Line A6 minus line B11)		(157,850.42)		(417,229.78)		(1,156,586.78)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		4,282,830.28		4,124,979.86		3,707,750.08
2. Ending Fund Balance (Sum lines C and D1)		4,124,979.86		3,707,750.08		2,551,163.30
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	316,386.57		215,027.84		111,670.20
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,605,177.00		1,466,817.85		378,563.95
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,153,415.00		1,975,904.39		2,010,929.15
2. Unassigned/Unappropriated	9790	1.29		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,124,979.86		3,707,750.08		2,551,163.30
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,153,415.00		1,975,904.39		2,010,929.15
c. Unassigned/Unappropriated	9790	1.38		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(.09)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		2,153,416.29		1,975,904.39		2,010,929.15
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		3.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds: 1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		3,907.70		3,907.70		3,829.55
3. Calculating the Reserves a. Expenditures and Other Financing Uses (Line B11)		71,780,512.07		65,863,479.78		67,030,971.78
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		71,780,512.07		65,863,479.78		67,030,971.78
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,153,415.36		1,975,904.39		2,010,929.15
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,153,415.36		1,975,904.39		2,010,929.15
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		NO		NO

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. **CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	3,907.70
District's ADA Standard Percentage Level:	**1.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year		Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2019-20)					
	District Regular	4,351	4,360		
	Charter School				
	Total ADA	**4,351**	**4,360**	**N/A**	**Met**
Second Prior Year (2020-21)					
	District Regular	4,208	4,203		
	Charter School				
	Total ADA	**4,208**	**4,203**	**0.1%**	**Met**
First Prior Year (2021-22)					
	District Regular	4,212	4,210		
	Charter School		0		
	Total ADA	**4,212**	**4,210**	**0.0%**	**Met**
Budget Year (2022-23)					
	District Regular	4,093			
	Charter School	0			
	Total ADA	**4,093**			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years

by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 3,907.7

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2019-20)					
	District Regular	4,506	4,475		
	Charter School				
	Total Enrollment	**4,506**	**4,475**	**0.7%**	**Met**
Second Prior Year (2020-21)					
	District Regular	4,398	4,419		
	Charter School				
	Total Enrollment	**4,398**	**4,419**	**N/A**	**Met**
First Prior Year (2021-22)					
	District Regular	4,322	4,264		
	Charter School				
	Total Enrollment	**4,322**	**4,264**	**1.3%**	**Not Met**

Budget Year (2022-23)		
	District Regular	4,197
	Charter School	
	Total Enrollment	**4,197**

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The decline in enrollment is due to the impacts of COVID 19. The majority of CA school districts are experiencing a decline in enrollment.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2019-20)				
	District Regular	4,203	4,475	
	Charter School		0	
	Total ADA/Enrollment	**4,203**	**4,475**	**93.9%**
Second Prior Year (2020-21)				
	District Regular	4,203	4,419	
	Charter School	0		
	Total ADA/Enrollment	**4,203**	**4,419**	**95.1%**
First Prior Year (2021-22)				
	District Regular	3,850	4,264	
	Charter School			
	Total ADA/Enrollment	**3,850**	**4,264**	**90.3%**
			Historical Average Ratio:	93.1%

District's ADA to Enrollment Standard (historical average ratio plus 0.5%): 93.6%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year		Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2022-23)					
	District Regular	3,908	4,197		
	Charter School	0			
	Total ADA/Enrollment	**3,908**	**4,197**	**93.1%**	**Met**
1st Subsequent Year (2023-24)					
	District Regular	3,830	4,113		
	Charter School				
	Total ADA/Enrollment	**3,830**	**4,113**	**93.1%**	**Met**
2nd Subsequent Year (2024-25)					
	District Regular	3,753	4,031		
	Charter School				
	Total ADA/Enrollment	**3,753**	**4,031**	**93.1%**	**Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)[1] and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA[1] and its economic recovery target payment, plus or minus one percent.

[1] Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

		Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year
Step 1 - Change in Population		(2021-22)	(2022-23)	(2023-24)	(2024-25)
a.	ADA (Funded) (Form A, lines A6 and C4)	4,210.25	4,093.45	3,995.02	3,870.58
b.	Prior Year ADA (Funded)		4,210.25	4,093.45	3,995.02
c.	Difference (Step 1a minus Step 1b)		(116.80)	(98.43)	(124.44)
d.	Percent Change Due to Population (Step 1c divided by Step 1b)		(2.77%)	(2.40%)	(3.11%)
Step 2 - Change in Funding Level					
a.	Prior Year LCFF Funding				
b1.	COLA percentage				
b2.	COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c.	Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.0%	0.0%	0.0%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)			-2.8%	-2.4%	-3.1%
	LCFF Revenue Standard (Step 3, plus/minus 1%):		**-3.77% to -1.77%**	**-3.40% to -1.40%**	**-4.11% to -2.11%**

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	25,163,610.00	25,163,610.00	25,163,610.00	25,163,610.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	49,250,279.00	52,550,278.00	53,784,117.00	54,229,715.00
District's Projected Change in LCFF Revenue:		6.70%	2.35%	.83%
LCFF Revenue Standard		**-3.77% to -1.77%**	**-3.40% to -1.40%**	**-4.11% to -2.11%**
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The LCFF assumptions are as follows: COLA: 6.56% (22-23), 5.38% (23-24), 4.02% (24-25); plus an additional 3% for all 3 fiscal years (Additional Investment of $2.1 billion).

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2019-20)	37,212,130.62	41,249,279.41	90.2%
Second Prior Year (2020-21)	33,682,496.10	37,659,157.24	89.4%
First Prior Year (2021-22)	35,468,081.80	41,576,314.58	85.3%
		Historical Average Ratio:	88.3%

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**85.3% to 91.3%**	**85.3% to 91.3%**	**85.3% to 91.3%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not,

enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2022-23)	38,420,465.38	44,715,205.48	85.9%	Met
1st Subsequent Year (2023-24)	39,187,881.14	45,840,146.14	85.5%	Met
2nd Subsequent Year (2024-25)	39,943,931.14	46,738,117.14	85.5%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	(2.77%)	(2.40%)	(3.11%)
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-12.77% to 7.23%**	**-12.40% to 7.60%**	**-13.11% to 6.89%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-7.77% to 2.23%	-7.40% to 2.60%	-8.11% to 1.89%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent

years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2021-22)	19,922,292.30		
Budget Year (2022-23)	5,884,689.08	(70.46%)	Yes
1st Subsequent Year (2023-24)	3,046,151.00	(48.24%)	Yes

2nd Subsequent Year (2024-25)	3,046,151.00	0.00%	No

Explanation:
(required if Yes)

The significant change is due to the expiration of federal stimulus funds.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2021-22)	8,037,740.73		
Budget Year (2022-23)	8,869,337.57	10.35%	Yes
1st Subsequent Year (2023-24)	4,297,625.00	(51.55%)	Yes
2nd Subsequent Year (2024-25)	4,280,162.00	(.41%)	No

Explanation:
(required if Yes)

The significant change is due to the expiration of federal stimulus funds and some carryover budgets are not included in the adopted budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2021-22)	3,563,650.96		
Budget Year (2022-23)	4,142,543.00	16.24%	Yes
1st Subsequent Year (2023-24)	4,142,543.00	0.00%	No
2nd Subsequent Year (2024-25)	4,142,543.00	0.00%	No

Explanation:
(required if Yes)

The significant change is due to the expiration of state stimulus funds and some carryover budgets are not included in the adopted budget.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2021-22)	5,484,128.78		
Budget Year (2022-23)	2,024,952.34	(63.08%)	Yes
1st Subsequent Year (2023-24)	2,048,039.00	1.14%	No
2nd Subsequent Year (2024-25)	2,047,425.00	(.03%)	No

Explanation:
(required if Yes)

The expiration of state and federal stimulus funds and carryover budgets are not included in the adopted budget.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2021-22)	17,407,926.15		
Budget Year (2022-23)	12,275,152.25	(29.49%)	Yes
1st Subsequent Year (2023-24)	9,432,619.00	(23.16%)	Yes
2nd Subsequent Year (2024-25)	9,618,442.00	1.97%	Yes

Explanation:
(required if Yes)

The expiration of state and federal stimulus funds and carryover budgets are not included in the adopted budget.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2021-22)	31,523,683.99		
Budget Year (2022-23)	18,896,569.65	(40.06%)	Not Met
1st Subsequent Year (2023-24)	11,486,319.00	(39.21%)	Not Met
2nd Subsequent Year (2024-25)	11,468,856.00	(.15%)	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2021-22)	22,892,054.93		
Budget Year (2022-23)	14,300,104.59	(37.53%)	Not Met
1st Subsequent Year (2023-24)	11,480,658.00	(19.72%)	Not Met
2nd Subsequent Year (2024-25)	11,665,867.00	1.61%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

The significant change is due to the expiration of federal stimulus funds.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

The significant change is due to the expiration of federal stimulus funds and some carryover budgets are not included in the adopted budget.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

The significant change is due to the expiration of state stimulus funds and some carryover budgets are not included in the adopted budget.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

The expiration of state and federal stimulus funds and carryover budgets are not included in the adopted budget.

Explanation: Services and Other Exps (linked from 6B if NOT met)	The expiration of state and federal stimulus funds and carryover budgets are not included in the adopted budget.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exludes the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? **No**

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) **0.00**

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690)	65,941,973.99			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00	3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	65,941,973.99	1,978,259.22	2,192,462.77	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2019-20)	Second Prior Year (2020-21)	First Prior Year (2021-22)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	572,410.00	2,284,680.00	2,232,138.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	.60	1.72	1.80
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	(.09)
	e. Available Reserves (Lines 1a through 1d)	572,410.60	2,284,681.72	2,232,139.71
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	61,549,855.11	76,155,982.45	91,428,916.12
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	61,549,855.11	76,155,982.45	91,428,916.12
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	.9%	3.0%	2.4%
	District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	.3%	1.0%	.8%

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for

Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the

Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by

any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA)

may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2019-20)	(465,625.54)	41,274,099.41	1.1%	Not Met
Second Prior Year (2020-21)	1,215,622.12	37,659,157.24	N/A	Met
First Prior Year (2021-22)	168,072.99	41,576,314.58	N/A	Met
Budget Year (2022-23) (Information only)	(157,850.42)	44,715,205.48		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

The deficit spending is due to the decline in State revenues, ADA and enrollment.

9. **CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA	
1.7%	0	to 300
1.3%	301	to 1,000
1.0%	1,001	to 30,000
0.7%	30,001	to 400,000
0.3%	400,001	and over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):	3,916
District's Fund Balance Standard Percentage Level:	1.0%

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2019-20)	2,682,917.28	1,106,469.23	58.8%	Not Met
Second Prior Year (2020-21)	179,910.28	2,582,748.69	N/A	Met
First Prior Year (2021-22)	2,938,136.90	3,798,370.81	N/A	Met
Budget Year (2022-23) (Information only)	3,966,443.80			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

For 19-20, the significant change is due to the unanticipated contribution from the GF to the Cafeteria Fund in the amount of $481,000. Additionally, the BB was further reduced due to the ADA Overstatement repayment plan.

10. **CRITERION: Reserves**

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or $75,000 (greater of)	0 to 300
4% or $75,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	3,908	3,908	3,830
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? **No**

2. If you are the SELPA AU and are excluding special education pass-through funds:

   a. Enter the name(s) of the SELPA(s):

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	71,780,512.07	65,863,479.78	67,030,971.78
2.	Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3.	Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	71,780,512.07	65,863,479.78	67,030,971.78

4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	2,153,415.36	1,975,904.39	2,010,929.15
6.	Reserve Standard - by Amount ($75,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**2,153,415.36**	**1,975,904.39**	**2,010,929.15**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	2,153,415.00	1,975,904.39	2,010,929.15
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	1.38	0.00	0.00
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	(.09)	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	2,153,416.29	1,975,904.39	2,010,929.15
9.	District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	3.00%
	District's Reserve Standard (Section 10B, Line 7):	**2,153,415.36**	**1,975,904.39**	**2,010,929.15**
	Status:	Met	Not Met	Not Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation: This Criteria is MET.

(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years
contingent on reauthorization by the local government, special legislation, or other definitive act
(e.g., parcel taxes, forest reserves)? No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2021-22)	(8,426,007.43)			
Budget Year (2022-23)	(8,818,804.30)	392,796.87	4.7%	Met
1st Subsequent Year (2023-24)	(9,083,368.00)	264,563.70	3.0%	Met
2nd Subsequent Year (2024-25)	(9,355,869.00)	272,501.00	3.0%	Met
1b. Transfers In, General Fund *				
First Prior Year (2021-22)	0.00			
Budget Year (2022-23)	0.00	0.00	0.0%	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2021-22)	0.00			
Budget Year (2022-23)	0.00	0.00	0.0%	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:

(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?

(If No, skip item 2 and Sections S6B and S6C) Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1,2022-23
Leases				
Certificates of Participation	27	Fund 49	Fund 52	36,230,000
General Obligation Bonds	32	Fund 21	Fund 51	139,506,091
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Funds 0100, 1200, 1300	Funds 0100, 1200, 1300	864,561

Other Long-term Commitments (do not include OPEB):

Pension Liability		Fund 0100	Fund 0100	60,679,543
ADA Overstatement Repayment	6	Fund 0100	Fund 0100	1,351,947

TOTAL:				238,632,142

Type of Commitment (continued)	Prior Year (2021-22) Annual Payment (P & I)	Budget Year (2022-23) Annual Payment (P & I)	1st Subsequent Year (2023-24) Annual Payment (P & I)	2nd Subsequent Year (2024-25) Annual Payment (P & I)
Leases				
Certificates of Participation	3,240,875	3,069,544	3,104,492	3,021,742
General Obligation Bonds	10,873,920	11,367,867	9,650,783	9,416,932
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Pension Liability				
ADA Overstatement Repayment	712,378	270,390	270,390	270,390
Total Annual Payments:	14,827,173	14,707,801	13,025,665	12,709,064
Has total annual payment increased over prior year (2021-22)?		**No**	**No**	**No**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:

a. Are they lifetime benefits? — No

b. Do benefits continue past age 65? — No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund

4. OPEB Liabilities — Data must be entered.

a. Total OPEB liability	18,191,841.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	18,191,841.00
d. Is total OPEB liability based on the district's estimate	

or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2021

5. OPEB Contributions	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	685,722.00	812,290.00	943,103.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	345,532.00	409,128.00	433,774.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	345,532.00	409,128.00	433,774.00
d. Number of retirees receiving OPEB benefits	35.00	35.00	35.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	
b. Unfunded liability for self-insurance programs	

4. Self-Insurance Contributions	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full - time - equivalent(FTE) positions	231	231	231	231

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			

or

Multiyear Agreement

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	$260,000

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7.	Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$2,310,000	$2,310,000	$2,310,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$527,463	$538,012	$548,772
3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%

Certificated (Non-management) Attrition (layoffs and retirements)

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes

2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified(non - management) FTE positions	204	204	204	204

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement			
% change in salary schedule from prior year			

or

Multiyear Agreement

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	$150,000		
		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7.	Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$1,852,500	$1,852,500	$1,852,500
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs			

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$296,590	$302,521	$308,571

3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%
		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)

Classified (Non-management) Attrition (layoffs and retirements)

1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	28	28	28	28

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
2.	Salary settlement:			
	Is the cost of salary settlement included in the budget and multiyear			

	projections (MYPs)?			
	Total cost of salary settlement			
	% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3.	Cost of a one percent increase in salary and statutory benefits	$40,000		

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
4.	Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$280,000	$280,000	$280,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential

Step and Column Adjustments

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step and column adjustments	$81,306	$82,932	$84,590
3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of other benefits included in the budget and MYPs?	No	No	No
2.	Total cost of other benefits			
3.	Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 23, 2022

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	32,698,453.74	301	0.00	303	32,698,453.74	305	432,156.99		307	32,266,296.75	309
2000 - Classified Salaries	12,002,166.01	311	0.00	313	12,002,166.01	315	608,621.49		317	11,393,544.52	319
3000 - Employee Benefits	17,307,928.44	321	300,000.00	323	17,007,928.44	325	468,197.74		327	16,539,730.70	329
4000 - Books, Supplies Equip Replace. (6500)	5,484,128.78	331	0.00	333	5,484,128.78	335	618,159.00		337	4,865,969.78	339
5000 - Services. . . & 7300 - Indirect Costs	17,250,085.15	341	0.00	343	17,250,085.15	345	540,034.00		347	16,710,051.15	349
				TOTAL	84,442,762.12	365			TOTAL	81,775,592.90	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	29,020,641.13	375
2. Salaries of Instructional Aides Per EC 41011.	2100	3,015,841.55	380
3. STRS.	3101 & 3102	6,961,756.87	382
4. PERS.	3201 & 3202	780,376.02	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	525,216.08	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	3,138,956.97	385
7. Unemployment Insurance.	3501 & 3502	311,904.02	390
8. Workers' Compensation Insurance.	3601 & 3602	720,255.33	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		44,474,947.97	395
12. Less: Teacher and Instructional Aide Salaries and			

Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS	44,474,947.97	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	.54	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	.60	
2. Percentage spent by this district (Part II, Line 15)	.54	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	.06	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	81,775,592.90	
5. Deficiency Amount (Part III, Line 3 times Line 4)	4,587,610.76	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	28,057,316.46	301	0.00	303	28,057,316.46	305	469,469.23		307	27,587,847.23	309
2000 - Classified Salaries	11,128,222.32	311	0.00	313	11,128,222.32	315	416,259.90		317	10,711,962.42	319
3000 - Employee Benefits	18,085,490.60	321	345,532.00	323	17,739,958.60	325	444,292.66		327	17,295,665.94	329
4000 - Books, Supplies Equip Replace. (6500)	2,024,952.34	331	0.00	333	2,024,952.34	335	309,860.00		337	1,715,092.34	339
5000 - Services. . . & 7300 - Indirect Costs	12,093,530.35	341	0.00	343	12,093,530.35	345	528,032.00		347	11,565,498.35	349
				TOTAL	71,043,980.07	365			TOTAL	68,876,066.28	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	24,495,386.67	375
2. Salaries of Instructional Aides Per EC 41011.	2100	2,644,014.06	380
3. STRS.	3101 & 3102	7,339,652.14	382
4. PERS.	3201 & 3202	778,379.11	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	602,196.63	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	3,214,000.00	385
7. Unemployment Insurance.	3501 & 3502	131,287.23	390
8. Workers' Compensation Insurance.	3601 & 3602	648,099.10	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).		39,853,014.94	395
12. Less: Teacher and Instructional Aide Salaries and			

Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	50,739.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS	39,802,275.94	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	.58	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	.60	
2. Percentage spent by this district (Part II, Line 15)	.58	
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	.02	
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	68,876,066.28	
5. Deficiency Amount (Part III, Line 3 times Line 4)	1,522,161.06	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

District: SAN YSIDRO SCHOOL DISTRICT
CDS #: 3768379

Adopted Budget
2022-23 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances

Form	Fund	2022-23 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$3,758,593.29	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	$0.00	Form 17
	Total Assigned and Unassigned Ending Fund Balances	$3,758,593.29	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4
	Less District Minimum Reserve for Economic Uncertainties	$2,153,415.36	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$1,605,177.93	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

Form	Fund	2021-22 Budget	Description of Need
01	General Fund/County School Service Fund	$821,625.93	ADA Overstatement Repayment (15-16 & 16-17)
01	General Fund/County School Service Fund	$783,552.00	Textbook Adoption
	Insert Lines above as needed		
	Total of Substantiated Needs	$1,605,177.93	

Remaining Unsubstantiated Balance	**$0.00**	**Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

SAN YSIDRO ELEMENTARY 2022-23 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/17/2022	Apr 2022	68379	03300	N. Schuff

District's authorizing signature

			JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th	2022-23 Adopted Budget
		BEGINNING BALANCE:	$ 11,020,923	$ 4,106,548	$ 3,538,346	$ 1,199,635	$ 1,379,161	$ 1,743,937	$ 7,993,464	$ 2,690,960	$ 2,566,268	$ 691,823	$ 3,397,370	$ 2,836,733		
LCFF SOURCES																
8011		LCFF	$ 1,328,399	$ 1,328,399	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 2,391,118	$ 26,567,978	$ 26,567,978
8021-8046		Property Taxes	$ 83,691	$ 475,843	$ 74,126	$ 329,981	$ 934,947	$ 7,670,873	$ 3,648,925	$ 597,792	$ 597,792	$ 6,150,089	$ 2,749,845	$ 597,792	$ 23,911,699	$ 23,911,699
8012		EPA	$ -	$ -	$ 204,673	$ -	$ -	$ 204,673	$ -	$ -	$ 204,673	$ -	$ -	$ 204,673	$ 818,690	$ 818,690
8047		RDA Residual Balance & CRP	$ -	$ -	$ -	$ -	$ -	$ -	$ 625,956	$ -	$ -	$ -	$ -	$ 625,956	$ 1,251,911	$ 1,251,911
8096		Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8097		Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ 43,954	$ -	$ -	$ -	$ 43,954	$ -	$ -	$ 43,954	$ 131,861	$ 175,814
Multiple		Other Revenue Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8000-8099		TOTAL LCFF SOURCES	$ 1,412,090	$ 1,804,242	$ 2,669,917	$ 2,721,099	$ 3,370,019	$ 10,266,664	$ 6,665,999	$ 2,988,910	$ 3,237,536	$ 8,541,207	$ 5,140,963	$ 3,863,492	$ 52,682,139	$ 52,726,092
FEDERAL REVENUE																
8110		Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8181&8182		Special Education	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 953,866
8285	9010 roll-up	Federal Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8290	3010&3025	Title I - Fed Cash Mgmt System	$ -	$ -	$ 332,771	$ -	$ -	$ 332,771	$ -	$ -	$ 332,771	$ -	$ -	$ 332,771	$ 1,331,084	$ 1,331,084
8290	4035	Title III - Fed Cash Mgmt System	$ -	$ -	$ 40,250	$ -	$ -	$ 40,250	$ -	$ -	$ 40,250	$ -	$ -	$ 40,250	$ 161,000	$ 161,000
8290	4201&4203	Title III - Fed Cash Mgmt System	$ -	$ -	$ 74,971	$ -	$ -	$ 74,971	$ -	$ -	$ 74,971	$ -	$ -	$ 74,971	$ 299,883	$ 299,883
Multiple		Other Federal	$ -	$ 10,039	$ 21,171	$ 15,435	$ 10,352	$ 36,893	$ 28,358	$ 181	$ 7,406	$ 1,171	$ 63,065	$ 81,614	$ 275,685	$ 300,319
8220&8290	Multiple	Other Federal (One-Time Funding)	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -
8290	3212	One-Time Funding ESSER II	$ -	$ -	$ 276,584	$ -	$ -	$ 276,584	$ -	$ -	$ 276,584	$ -	$ -	$ 276,584	$ 1,106,334	$ 1,106,334
8290	3213&3214	One-Time Funding ESSER III	$ -	$ -	$ 433,051	$ -	$ -	$ 433,051	$ -	$ -	$ 433,051	$ -	$ -	$ 433,051	$ 1,732,203	$ 1,732,203
8290	3216-3219	One-Time Funding ELO Grant	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -
8100-8299		TOTAL FEDERAL REVENUE	$ -	$ 10,039	$ 469,163	$ 15,435	$ 10,352	$ 484,884	$ 28,358	$ 181	$ 455,398	$ 1,171	$ 63,065	$ 529,605	$ 4,906,189	$ 5,884,689
OTHER STATE REVENUE																
8311-8319	6500&6510	PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8311-8319		PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8550		Mandate Block	$ -	$ -	$ -	$ -	$ 134,309	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 134,309	$ 134,309
8560		Lottery	$ -	$ -	$ -	$ -	$ -	$ -	$ 219,108	$ -	$ -	$ 219,108	$ -	$ 219,108	$ 657,324	$ 876,432
8590	2600	PA Expanded Learning Opportunities Program (TK/K-6)	$ 161,399	$ 161,399	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 290,518	$ 3,227,973	$ 3,227,973
8590	7690	STRS On-Behalf - Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000
Multiple		Other State	$ -	$ 45,693	$ 64,833	$ 80,009	$ 247,925	$ (21,012)	$ 214,053	$ 149,007	$ -	$ 302,047	$ -	$ 209,464	$ 1,292,019	$ 1,630,624
8520&8590	Multiple	Other State (One-Time Funding)	$ 70,000	$ 70,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 126,000	$ 1,400,000	$ -
8300-8599		TOTAL OTHER STATE REVENUE	$ 161,399	$ 207,091	$ 355,350	$ 370,527	$ 672,751	$ 269,506	$ 723,679	$ 439,525	$ 290,518	$ 811,673	$ 290,518	$ 3,719,089	$ 9,711,625	$ 8,869,338
OTHER LOCAL REVENUE																
8792	SPED	PA Special Education - Pass Through	$ 153,877	$ 153,877	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 3,077,543	$ 3,077,543
Multiple		Other Local	$ (22,415)	$ 12,615	$ 37,932	$ 37,182	$ 31,600	$ 71,098	$ 60,782	$ 90,696	$ 26,561	$ 126,526	$ 35,567	$ 175,175	$ 683,319	$ 1,065,000
8600-8799		TOTAL OTHER LOCAL REVENUE	$ 131,462	$ 166,492	$ 314,911	$ 314,160	$ 308,579	$ 348,076	$ 337,761	$ 367,675	$ 303,540	$ 403,505	$ 312,545	$ 452,154	$ 3,760,862	$ 4,142,543
OTHER FINANCING SOURCES																
8900-8998		Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8900-8998		TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8000-8998		TOTAL REVENUE	$ 1,704,951	$ 2,187,865	$ 3,809,341	$ 3,421,221	$ 4,361,701	$ 11,369,130	$ 7,755,797	$ 3,796,291	$ 4,286,992	$ 9,757,556	$ 5,807,092	$ 8,564,341	$ 66,822,277	$ 71,622,662
SALARIES & BENEFITS																
1000-1999		Certificated	$ 2,182,793	$ 2,235,994	$ 2,842,552	$ 2,141,814	$ 2,290,141	$ 2,284,978	$ 2,290,122	$ 2,275,717	$ 2,301,891	$ 2,306,342	$ 2,333,654	$ 2,384,131	$ 27,870,129	$ 28,057,316
2000-2999		Classified	$ 867,383	$ 916,395	$ 1,016,675	$ 892,104	$ 919,536	$ 890,235	$ 893,764	$ 901,062	$ 907,910	$ 917,735	$ 922,520	$ 1,046,618	$ 11,091,938	$ 11,128,222
3000-3999		Benefits	$ 1,028,420	$ 1,016,683	$ 1,081,726	$ 1,013,713	$ 1,006,226	$ 1,023,840	$ 1,009,987	$ 1,053,414	$ 1,010,488	$ 1,021,516	$ 1,013,162	$ 1,626,925	$ 12,906,098	$ 15,085,491
3101-3112	7690	STRS On-Behalf - Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000
1000-3999		Salaries & Benefits (One-Time Funding)	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 950,000	$ 11,400,000	$ -
1000-3999		TOTAL SALARIES & BENEFITS	$ 5,028,596	$ 5,119,072	$ 5,890,952	$ 4,997,631	$ 5,165,904	$ 5,149,053	$ 5,143,872	$ 5,180,193	$ 5,170,290	$ 5,195,593	$ 5,219,336	$ 9,007,674	$ 66,268,166	$ 57,271,029
OTHER EXPENDITURES																
4000-4999		Supplies	$ 27,098	$ 260,627	$ 275,279	$ 255,572	$ 131,288	$ 75,480	$ 129,341	$ 84,738	$ 71,119	$ 80,042	$ 118,440	$ 545,112	$ 2,054,136	$ 2,024,952
5500-5599		Utilities	$ 58,616	$ 168,130	$ 111,384	$ 210,037	$ 73,884	$ 130,891	$ 154,845	$ 38,981	$ 101,473	$ 96,845	$ 130,227	$ 94,036	$ 1,369,349	$ 1,420,000
5000-5999		Other Services (Excl. Utilities)	$ 505,015	$ 789,061	$ 968,557	$ 789,625	$ 623,338	$ 599,427	$ 1,628,227	$ 600,166	$ 775,831	$ 679,391	$ 890,439	$ 1,445,158	$ 10,294,236	$ 10,855,152
6000-6999		Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7200-7299		Pass Through Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7000-7998		Transfers Out, Other Uses & Outgo	$ -	$ 19,177	$ 37,763	$ (11,169)	$ 2,512	$ 13,285	$ 2,014	$ 16,906	$ 42,724	$ 137	$ 9,285	$ (10,559)	$ 122,075	$ 209,378
4000-7999		Other Expenditures (One-Time Funding)													$ -	$ -
4000-7998		TOTAL OTHER EXPENDITURES	$ 590,729	$ 1,236,995	$ 1,392,983	$ 1,244,064	$ 831,022	$ 819,083	$ 1,914,428	$ 740,791	$ 991,148	$ 856,415	$ 1,148,392	$ 2,073,747	$ 13,839,797	$ 14,509,482
1000-7998		TOTAL EXPENDITURES	$ 5,619,325	$ 6,356,067	$ 7,283,935	$ 6,241,695	$ 5,996,926	$ 5,968,136	$ 7,058,301	$ 5,920,983	$ 6,161,437	$ 6,052,009	$ 6,367,728	$ 11,081,421	$ 80,107,962	$ 71,780,512

SAN YSIDRO ELEMENTARY 2022-23 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/17/2022	Apr 2022	68379	03300	N. Schuff

District's authorizing signature

		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th	2022-23 Adopted Budget
CHART	BEGINNING BALANCE:	$ 11,020,923	$ 4,106,548	$ 3,538,346	$ 1,199,635	$ 1,379,161	$ 1,743,937	$ 7,993,464	$ 2,690,960	$ 2,566,268	$ 691,823	$ 3,397,370	$ 2,836,733		
ASSETS	*Beginning Bal*													*Ending Balance*	
9111-9199	Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9200-9299	Receivables	$ (2,584,416)	$ -	$ -	$ 1,735,884	$ -	$ -	$ 848,532	$ -	$ -	$ -	$ -	$ -	$ -	
9300-9319	Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000)	$ -	$ -	$ (1,000,000)	
9320-9499	Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9111-9499	TOTAL ASSETS (excluding cash 9110)	####### ######	$ -	$ -	$ 1,735,884	$ -	$ -	$ 848,532	$ -	$ -	$ -	$ (1,000,000)	$ -	$ -	$ (1,000,000)	$ (1,000,000)
CURRENT LIABILITIES	*Beginning Bal*													*Ending Balance*	
9500-9599	Payables	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9650-9659	Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9500-9659	TOTAL CURRENT LIABILITIES	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OTHER ACTIVITY	*Beginning Bal*													*Ending Balance*	
9793	Audit Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9795	Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
7999	Expense Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
8999	Revenue Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9910	Payroll Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Multiple	Treasury Reconciling Items													$ -	
9111-9499	TOTAL OTHER ACTIVITY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	ENDING BALANCE SUBTOTAL Prior to Borrowing		$ 4,106,548	$ (2,461,654)	$ 1,199,635	$ (1,620,839)	$ (256,063)	$ 7,993,464	$ 8,690,960	$ 566,268	$ 691,823	$ 3,397,370	$ 2,836,733	$ 319,653	$ (3,264,763)
BORROWING ACTIVITY	*Beginning Bal*													*Ending Balance*	
9640	TRAN / TTF Principal Amounts		$ -	$ 6,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000,000
8660	TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5800	TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9135&9640	TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,000,000)	$ -	$ -		$ -	$ -	$ -	$ (6,000,000)
9600-9619	Temporary Loans / Due To	$ -	$ -		$ -	$ 3,000,000	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ 7,000,000
9629-9649	Other Liabilities (Excluding TRANs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL BORROWING ACTIVITY	$ -	$ -	$ 6,000,000	$ -	$ 3,000,000	$ 2,000,000	$ -	$ (6,000,000)	$ 2,000,000	$ -	$ -	$ -	$ -	$ 7,000,000
	TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ 3,415,584												$ 3,415,584	
	ENDING CASH BALANCE 9110		$ 4,106,548	$ 3,538,346	$ 1,199,635	$ 1,379,161	$ 1,743,937	$ 7,993,464	$ 2,690,960	$ 2,566,268	$ 691,823	$ 3,397,370	$ 2,836,733	$ 319,653	$ 319,653

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN (ELO-P)

BACKGROUND INFORMATION:

The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

Local educational agencies must operate the Expanded Learning Opportunities Program pursuant to the requirements in California *Education Code* Section 46120, including the development of a program plan. The program plan needs to be approved by the Local Educational Agency's (LEA) Governing Board in a public meeting and posted on the LEA's website.

RECOMMENDATION:

Approve the Expanded Learning Opportunities Program Plan (ELO-P) for the 2022-23 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #22: Implement summer intervention and enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.
Goal 3: School Culture and Student Engagement, Action #8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year.
Increase the instructional day to expand opportunities for student to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

Grant Amount: $1,372,178.00
(Amount)

ELO-P Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923

This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	San Ysidro School District
Contact Name:	Luis Ramos
Contact Email:	luis.ramos@sysdschools.org
Contact Phone:	(619) 428-4476

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. La Mirada Elementary (TK - 6th)
2. Ocean View Hills School (currently TK - 6th; in 2022-23 will become TK - 5th)
3. Smythe Elementary (TK - 6th)
4. Sunset Elementary (TK - 6th)
5. Willow Elementary (TK - 6th)
6. San Ysidro Middle School (7th - 8th)
7. Vista Del Mar (currently 7th - 8th; in 2022-23 will become 6th - 8th)

Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at https://www.cde.ca.gov/ls/ex/qualstandcqi.asp.

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

San Diego County Office of Education (SDCOE) serves as the local educational agency (LEA) for the After School Education Safety Program(ASES), a consortium of local school districts that are committed to providing high quality expanded learning programs. SDCOE will work closely with the YMCA, school administrators at each program site, and expanded learning programs staff to establish and align health and safety procedures with those of the instructional day. The following measures will be established to ensure a safe and supportive expanding learning environment:

1. Location of students are known throughout the duration of the program through measures, such as sign-in and sign-out sheets – teachers are required to sign-in and out upon arrival and departure from the program.
2. Staff are required to always wear a program shirt or vest and name badge in order to be easily identifiable by students, parents, and all staff.
3. Staff ensures that student emergency contact information is current by reviewing it with parents/guardians and updating, if necessary, monthly.
Staff are CPR and first-aid certified.
4. Expanded learning programs are incorporated into existing school emergency response and safety plans. Program staff must identify primary and secondary evacuation locations and are trained in the student reunification process.

The proposed ELOP program provides a safe and supportive environment that promotes developmental, social-emotional, and physical needs of students by staffing the program with qualified individuals who:

1. Have excellent communication skills.
2. Are knowledgeable of the communities in which sites are located, where students are recruited from and reside, and local resources and services that are available to support students and their families beyond the program.
3. Represent the diverse culture of the student population being served.
4. Are interested in serving as role models for diverse student populations.
5. Are adept at actively engaging youth to build positive relationships and foster student involvement.
6. Have the capability to intervene calmly when youth are experiencing difficulties or are engaged in physically or emotionally unsafe behaviors.

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

The ASES program will serve as the foundation for the expanded ELO-P program. The program will continue to utilize the program standards for each grade. These lessons/activities are aligned with the California Content Standards and the grade level focus. The lessons give students the opportunity to choose activities they are interested in and require collaboration with their fellow students. The activities include a wide variety of interests and enrichment opportunities for students including: STEM, Robotics, Life Science, Art, Music, and Dance.

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

The ELO-P program's educational and literacy element includes tutoring and homework assistance designed to help students meet grade-level standards. Homework assistance is provided Monday through Friday for a minimum of 45 minutes. There will be an educational enrichment component that consist of a minimum of 45 minutes per day of fine arts, physical fitness, and prevention activities that reinforce and complement the school's academic program.

At the end of each year, the SYSD's Director of Educational Services reviews the ELOP/ASES program with the site Principals. Principals review the program with their staff. Recommendations and program changes are reviewed with the YMCA, who is operating the daily program at all of our sites.

Students are grouped into classes and activities according to grade level, ability level, and interests. All ELOP program activities are intended to keep students motivated and actively engaged.

Planned educational activity include the math, ELA, Music/Art, STEM Activities, physical activities and other educational activities that student's and parents express interest in where we can get staff to teach.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

At all grade levels the students are divided into smaller groups with an Adult leader. Students are allowed to choose the activities and projects as per the weekly monthly themes. Opportunities for choice of projects is also part of every lesson plan. Students are provided opportunities to develop their leadership skills through their participation in group projects.

Students are surveyed and evaluated by staff to guide in the development of training, curricula, and projects that will meet students' needs, interest and real world problems.

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Through structured physical activities students learn and grow through play. Play provides students with an opportunity to learn while engaging in fun activities, discover themselves, and build social skills in both recreational and physical activities. The program collaborates with the district to offer sports clinics and sports leagues to our students through our Pathways program, as well as other other activities such as yoga, ballet floklorico, and dance. Additionally, students participate in SPARKs Physical Education programs as part of the expanded school day. Parent and student annual after-school school program survey results are also used to determine recreation activities/sports that could be added.

The health and safety of all students begins with a smooth transition from the regular school day to the after school program. Student attendance in after school programs is tracked at the end of the regular school day when the after school program starts and monitored throughout the after school program sessions. After school program staff monitor student behavior to ensure that all students are safe, treated with respect, and valued for their individuality. Expectations are outlined in the registration packets that go home to parents and are reviewed with students in after school program classes. Nutritious snacks are provided daily for every student in attendance. The San Ysidro School

District (SYSD) Food Service staff selects the snacks served in the after school program. Selections are based on a reimbursable snack consisting of two of the following four food components: milk/meat, meat alternative/fruit, vegetable/grain, or bread product. Examples of snacks served include cheese sticks, apple juice, yogurt, apples, cup of carrots with broccoli and ranch dressing, and milk.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The San Ysidro School District values and embraces the growing diversity of the community. Staff participates in recognition of diversity and builds on cultural background. All students would be encouraged to participate in after/before school, intersession and summer programs. Students with diverse needs will be provided the same supports as the regular school day depending on staff availability. The San Ysidro School District's special education department will support and develop activities and trainings to facilitate participation to students with disabilities. English language learners will have language supports that will allow them to fully participate in all programs. Transitional home students and foster youth will be highly encouraged to partake in activities related to this plan and receive continued support by the district's pupil services coordinator. Our military families and students will also be encouraged to be part of the engaging activities and resources that the district provides year-round. Socio-Economically disadvantage students will have access and be exposed to continuous support that will enrich their development. All communication sent to the community will be inclusive and inviting to address concerns about participation. Program providers will work diligently with the district to assure that all students have opportunities to participate in engaging activities.

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

The San Ysidro School District selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position. District partners must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of SYSD. The district and educational partners will screen for all providers of programs including before/after school, summer programs and intercession that will include an educational and literacy element designed to provide one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts, and youth development activities. SYSD shall collaborate with educational partners to provide all students snack and/or lunch program. As stated, all the participants that provide services will be determined by the availability of the best possible candidate.

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

Our Vision:
The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high quality, multicultural learning environment that promotes academic excellence, social responsibility and physical and emotional well-being for all students.
Mission Statement
Quality education and opportunity for all students to succeed

Expanded Learning Vision, Mission, Purpose
Shared Vision with YMCA
The San Ysidro Ysidro School district together with our educational partners plan to offer students safe and nurturing expanded learning programs that prepare them for college, career, and life. We also seek to provide structured academic, physical and social activities for Kindergarten to Grade 8 students.

9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

The San Ysidro District currently partners with the YMCA of San Diego County taking into consideration each program component such as a curriculum-based structure that provides a balance between organized activities like MVPA (Moderate to Vigorous Physical Activity), social emotional learning, enrichment, and homework assistance. The program will be monitored continuously including at the beginning of each school year, with participating educational partners providing input and feedback on the direction of the program. In order to involve students into the development of the plan, the ASES Program supervisors survey students to determine enrichment interests, academic and social-emotional needs. The program plan changes as the needs of the student's change, this is determined by the District and implemented by the program through the collaboration of program staff and educational partners. Partnerships with the San Diego County Office of Education, local service providers and agencies that focus on student well being together with the district will guide the implementation of activities for SYSD students.

10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

The San Ysidro School District will gather data to monitor and continue the improvement of programs offered to students and families participating in expanded learning. The Quality Standards will be used as a framework of clear expectations to all educational partners. These standards will assist in planning, creating and adjusting systems that will align to the district's vision. The use of these standards will serve as a measure of what the successes are and identify areas that need attention. Input from parents and students will be gathered to determine the quality of implementation and needs met. Constant revision of the plan's goals will assist district and site administration to accomplish priorities and move forward with desired outcomes. Different surveys, interviews, self reflection, observations, local and county provided data will be used to gather information. At the site level, recurring meetings will be in place with site coordinators and principals to assess the progress of the program. Weekly district administration meetings with program coordinators will help gather feedback and analyze data driven solutions to needs identified within attendance, goals, and deficiencies. The Educational Services department will plan meetings with the county office of education to analyze data and seek input.

11—Program Management

Describe the plan for program management.

The district office will monitor day to day operations in conjunction with the YMCA. Continuous meetings between site leadership, district staff and the YMCA will provide planning for fulfilling student needs and program requirements. Participation will be gathered by the YMCA and reviewed with SYSD. Student attendance will be tracked with the current system established with the San Diego County of education, when applicable. YMCA will keep record of their staff and support with additional participating members in their roles of pathways or other before/after school programs, intersession and summer school. Funding and expenditures will be monitored by the district's business department.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

San Ysidro School District partners with the YMCA and will continue to implement the ASES program through this provider. SYSD also receives 21st CCLC grants at two sites within the district. The district will move forward to incorporate ELO-P, ASES and 21st CCLC by offering services to all students within our boundaries and collaborate with the San Diego County Office of Education to establish guidelines that align with state requirements. Services will be offered at all sites for before/after school. During intersession and summer programs different sites will be operational based on student participation. Students will be offered a range of options during the school year that will involve activities for educational, athletic and recreational development. Students will also have opportunities to visit off campus sites like the zoo, universities, beach, museums, performances and other activities that will help the development and exposure to cultural enrichment.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

San Ysidro School Distrcit together with the ASES provider has planned and taken into account that need to incorporate TK and K students in all programs. The ratios will continued to be followed, the district and providers have taken steps to address the need of additional staff required to run summer programs within the current year. The need for an increase in staff has been continuous and monitored by service providers and the district. Training and development has been planned in order to have all staff meets the needs of our TK and K students. Ongoing staff development will seek to include, but is not limited to orientation for new employees, ongoing training and staff development on curriculum, instruction, and best practices for early childhood, coaching to meet individual needs, and regular evaluations per availability.
The district's ASES program currently supports K students and plans on acquiring additional staff to support the

growing needs of the district. Service providers will work with support of the district's preschool and child development program. All TK and K students will be guided to follow the child development model of:
Cognitive/ Language Development

- To develop their creativity and thinking skills through language and literacy experiences
- To develop number, shape, and other logic and mathematics concepts and perceptive skills To demonstrate reading-like behaviors and develop an interest in books

Social/Emotional Development

- To develop a sense of self, friendships, cooperation, and responsibility.
- To develop healthy relationships with adults and children.

Physical Development and Self-Care

- To develop and exercise small and large muscles.
- To increase their perceptual skills in reading and writing.
- To learn self-management, independence, responsibility, decision making, and problem solving skills.

A strong emphasis is placed on the family/school relationship.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Sample Program Schedule
Daily School with Instructional Day Sample
Time Activity

- 6:00 AM- 8:30 AMBefore School Breakfast Homework Help Enrichment

8:30 AM – 2:30 PM Regular School Hours
2:30 PM -2:45 PM Kinder Dismissal Check In
2:45 PM- 3:00 PM Circle Time
3:00 PM- 3:15 PM Opening Challenge
3:15 PM- 3:25 PM Assembly
3:25 PM- 3:45 PM Snack
3:45 PM- 4:30 PM Sports
4:30 PM- 5:20PM Arts/ Homework
5:20 PM- 5:30 PM Closing Assembly
5:30 PM-6:00 PM Check out

Sample Program Schedule
Summer/ Intersession Program
Time Activity
7:30AM- 8:30 AM Sign in/ Breakfast
8:30 AM- 8:50 AM Opening Assembly
9:00 AM -10:00 AM STEAM
10:15AM- 11:15AM Sports
11:15AM-12:15 PM Lunch
12:15AM- 1:15PM Dance/ART
1:30 PM- 2:30 PM Science
2:45 PM-3:45 PM Music/Art
3:45 PM- 4:30 PM Closing Assembly/Dismissal

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF THE CALIFORNIA SCHOOL ACCOUNTING MANUAL

BACKGROUND INFORMATION:
California Education Code Section 41010 requires that school districts use accounting systems to record their financial affairs that comply with the definitions, instructions and procedures published in the California School Accounting Manual (CSAM).

The California School Accounting Manual (CSAM) (2019 Edition) was approved by the California State Board of Education on January 9, 2019. This manual was developed by the School Fiscal Services Division, California Department of Education and is a valuable tool for local educational agencies to manage tax dollars invested in education, provides accounting and strengthens the foundation for informed decision-making.

The California School Accounting Manual (CSAM) (2019 Edition) can be located at the following link: https://www.cde.ca.gov/fg/ac/sa/documents/csam2019complete.pdf

RECOMMENDATION:
Adopt the California School Accounting Manual (CSAM).

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Linda Olea, Executive Director
of Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 4000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of revised Board Policies (BP), Administrative Regulations (AR) and Exhibits:

- Revised BP 4030 - Nondiscrimination in Employment
- Revised BP/AR 4141.6/4241.6 - Concerted Action/Work Stoppage
- Revised Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications.

RECOMMENDATION:
Approve the first reading and adoption of revised board policies, administrative regulations and exhibit - 4000 series: BP 4030 - Nondiscrimination in Employment, BP/AR 4141.6/4241.6 - Concerted Action/Work Stoppage and Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following Board policy and accompanying administrative regulation are mandated pursuant to Government Code 11138 and 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, ~~military and veteran~~ veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

~~CSBA NOTE: 2 CCR 11027.1, as added by Register 2018, No. 20, provides a definition of "national origin" for the purpose of implementing state nondiscrimination laws.~~

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, ~~military and veteran~~ veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: 2 CCR 11028, prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that ~~it is necessary~~ the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940. Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. ~~Discrimination in~~ Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking of ~~an~~ adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the ~~individual's~~ employee's work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below ~~addresses the~~ lists some, but not all, specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    1. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

    2. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    3. ~~Requirement for a~~ Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    4. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, as amended by SB 331 (Ch. 638, Statutes of 2021), the above prohibition applies not only to claims or complaints of sexual harassment or sexual assault, but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign ~~any document that a~~ releases of the employee's claim or right to file a claim against the district or ~~to disclose~~ a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful ~~employment practices~~ acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 ~~, as amended by SB 1300,~~ provides that a district may be responsible for harassment of employees by nonemployees ~~where~~ when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with ~~the~~ nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. ~~The district shall protect any employee who reports such incidents from retaliation.~~

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation. In addition, Government Code 12950 requires districts to post, in prominent and accessible locations on district premises, posters developed by the California Department of Fair Employment and Housing (DFEH), which are available on DFEH's web site. For further information on prevention strategies, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other ~~related~~ prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: Government Code 12946, as amended by SB 807 (Ch. 278, Statutes of 2021), makes it an unlawful employment practice for a district to fail to maintain certain **records and files for employees, applicants, and terminated employees, as provided in the following paragraph.**

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes
Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504

34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources	Description
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee

Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance

1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement

4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints

4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action

4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations

4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Policy Reference UPDATE Service
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Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

    b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose

information about harassment or other unlawful employment practices. (Government Code 12964.5)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
2 CCR 11006-11086	Discrimination in employment - https://simbli.eboardsolutions.com/SU/jUNOUneBGplusu4fVMYTlWMKA==
2 CCR 11023	Harassment and discrimination prevention and correction - https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation - https://simbli.eboardsolutions.com/SU/WdslshVrKs4pluscfHplushNGLhCeQw==
2 CCR 11027-11028	National origin and ancestry discrimination - https://simbli.eboardsolutions.com/SU/SYk7u9LttH4epGWfUlfjdg==
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 51.7	Freedom from violence or intimidation - https://simbli.eboardsolutions.com/SU/biK5w5xHjaslshApluscWXhrJ7ZQ==
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Gov. Code 11135	Discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes

Federal References	Description
20 USC 1681-1688	Discrimination based on sex or blindness, Title IX

28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Severability
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Equal opportunity for individuals with disabilities
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources References	**Description**
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing - https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==
Website	U.S. Equal Employment Opportunity Commission - https://simbli.eboardsolutions.com/SU/vWZpgy5hWTz73t9BVEDPpA==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==

1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
3600	Consultants - https://simbli.eboardsolutions.com/SU/2syo8LTslsh3bq17jygmQYpPw==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBOg==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/IP2ckslshv29XTxZtLjhslsh3MLg==
4033	Lactation Accommodation - https://simbli.eboardsolutions.com/SU/T0scHHvuAUFPuitvQL2Tuw==
4111	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/plusxD1AEfA9V7ss5plusgDNHDkw==

4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/yoasV0jhkOLoxWp24Tb6wg==
4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/M1uQHuaddQGtmislsh5xXWejA==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4112.8	Employment Of Relatives - https://simbli.eboardsolutions.com/SU/Z7cEJuZJA1QAXUWHGuyVplusQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/1jk3fDsyIO0I02lfaKzSog==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/fkKpWrGocWplusjGcWuQNrIjg==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/JUkbiRF0xDtplus8un1Rky4Dg==
4119.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/l9ZCBrIiplusXV7ZO856yF5IQ==
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/MjkqsnAeWsHt3pE0HIjKpQ==
4119.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fgjplusQUi01Pti0co3GgAhfw==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/CIYksTuNtLVRwcQsMnHrkw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4144	Complaints - https://simbli.eboardsolutions.com/SU/zolXmEIy1vgkQA0j03XNVg==
4144	Complaints - https://simbli.eboardsolutions.com/SU/3oznRA3b3yLJqEt4W2C1Gg==
4151	Employee Compensation - https://simbli.eboardsolutions.com/SU/wZnNM3RAk9plus895W08plusDIfw==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==

4161.5	Military Leave - https://simbli.eboardsolutions.com/SU/WNo6nJXpCnhr0MYJ1cscTQ==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/NdKGwuhg5ubDSawZpkoDLA==
4211	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/cDFj5C3slsh0spRWKmYYpRyLA==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/JFhrEwG9PYTIcpMboyplus3fQ==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/Ba8FYQDHHCAUsNmzbOPp6w==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshOVGg==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System) - https://simbli.eboardsolutions.com/SU/wtoCtpChryqplusBJNb8NbtFQ==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/sKzorV0UqoiEyvpTpelm8Q==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/zNQhELplusR4nnskmkoZICMCw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/N6plushya8pXbPlOQwpV2uOwQ==
4219.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/L9gwZ4wgcqjplusHS4NuXmCHw==
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/lfKq3gfRwvfqG0KETLwxqw==
4219.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/N2hOIgAYM40vkWu3kwaeiw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/tatlr45bF7ZDplusbpluskeQVe9g==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4244	Complaints - https://simbli.eboardsolutions.com/SU/jplusNslsh4joQ9sSAIQv1dQIFGA==
4244	Complaints - https://simbli.eboardsolutions.com/SU/slshDcB0sO5u0RY0tUKSZwVgw==

4251	Employee Compensation - https://simbli.eboardsolutions.com/SU/lKjUZQaslshY5EK4jALVfvN4g==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4261.5	Military Leave - https://simbli.eboardsolutions.com/SU/MplusUjlqcvqWCqsVGbUBx3Pw==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/U7mYSmHGslshCZq2CLgZmpcgQ==
4311	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/vtQsSxlSWQT65vWD0ounIw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/oxo81WyGUr6prQH6lCxOEw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/q5IUBoCOGmZEAJJwMHr6YQ==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPlRqRlt9islshlIK8g==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/Rj0lD7VrpCL8ewSslshLlTkZA==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/YOOZmnslshIAplusAKslshuOCt7xRVw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4kRFw9G7bIhlmMmkifAJow==
4319.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/SLZVbmaOpNJb3qrVJxsvwg==
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/WTpluse9o2ki9FT4vBKjrNgkQ==
4319.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/pzY4AJcMikRFV2BTXOslshshQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/68enzUt1LpyAvTNsWe5Jqw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/PxtLaplusuXYbWMPVfRslshPPHCw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/dcSBhaXAaVezfUbqtT6bzg==

4351	Employee Compensation - https://simbli.eboardsolutions.com/SU/HsQDR3MYIEMXm5QGYbYRDA==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
4361.5	Military Leave - https://simbli.eboardsolutions.com/SU/IQ43jTdnDUnq53OxNuP1cw==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/QmgZplusKlFpmplusoAELobo7U7Q==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

Policy 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

The Governing Board recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that ~~does not~~ prevents disruption to school operations ~~or~~ and minimizes impact on student achievement.

The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive ~~the~~ educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, other district employees ~~in the nonstriking unit~~, parents/guardians, students, law enforcement, the media, and others as appropriate.

CSBA NOTE: Because the legality of strikes and strike conduct is dependent on the specific circumstances, reflected in the ~~see~~ accompanying administrative regulation, the district should consult legal counsel before threatening or instituting discipline against an employee who has engaged in such activities. Also see BP/AR 4119.25/4219.25/4319.25 - Political Activities for information about permissible and prohibited political activities of employees and employee organizations.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.

However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services
Ed. Code 37200-37202	School calendar

Gov. Code 3548.3548.8	Impasse Procedures
~~Ins. Code 10116~~	~~Employee continuation of insurance coverage~~
~~**Federal**~~	~~**Description**~~
	~~29 USC 1161-1169 Continuation coverage and additional standards for group health plan~~
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures

Management Resources	**Description**
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board
Website	State Mediation and Conciliation Service (SMCS)
Website	CSBA

Cross References

Code	**Description**
0400	Comprehensive Plans
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public

1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits

4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave
4261.2	Personal Leaves
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues

6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
9320	Meetings And Notices

Board Policy Manual
CSBA Policy Management Console

Policy 4241.6: Concerted Action/Work Stoppage **Status: ADOPTED**

Original Adopted Date: 12/01/1989 | Last Revised Date: 03/2022 | Last Reviewed Date: 03/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice.

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The Board recognizes that advance planning is necessary to ensure that, in the event of a work stoppage, strike, or other concerted employee activity, students continue to receive ~~the~~ educational services to which they are entitled ~~in the event of a work slowdown, sickout, strike, or other concerted activity by employees~~. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

CSBA NOTE: The Governing Board may extend the school year, if necessary, to make up for days lost during a work stoppage. However, any extension of the school year that may impact represented employees' work year may be subject to bargaining with the employee organizations.

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CSBA NOTE: Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing or threatening to discontinue employer contributions for health care or other medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for employee health care coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.

However, the district shall not discontinue or threaten to discontinue employer contributions for health care or other medical coverage for any employee or their enrolled dependents for the duration of the employee's participation in an authorized strike, as defined in Government Code 3141 and specified in the accompanying administrative regulation.

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State	Description
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services
Ed. Code 37200-37202	School calendar
Gov. Code 3548.3548.8	Impasse Procedures
~~Ins. Code 10116~~	~~Employee continuation of insurance coverage~~
~~Federal~~	~~Description~~
	~~29 USC 1161-1169 Continuation coverage and additional standards for group health plan~~
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures

Management Resources	Description
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board
Website	State Mediation and Conciliation Service (SMCS)

Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment
3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.1	Personal Illness/Injury Leave

4261.2	Personal Leaves
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
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Policy Reference UPDATE Service
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Policy Reference UPDATE Service
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Policy 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that does not disrupt school operations or impact student achievement.

The Board recognizes that advance planning is necessary to ensure that students receive the education to which they are entitled in the event of a work slowdown, sickout, strike, or other concerted activity by employees. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of district operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, employees in the nonstriking unit, parents/guardians, students, law enforcement, the media, and others as appropriate.

Employees should be held accountable for their behavior during any labor dispute. The district may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the district's efforts to rebuild relations following the withholding of services by employees.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services
Ed. Code 37200-37202	School calendar
Gov. Code 3140-3142	Public Employee Health Protection Act
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures

Management Resources References	Description
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board - https://simbli.eboardsolutions.com/SU/7Fndg3k626KwCb511Tslsh2ew==
Website	State Mediation and Conciliation Service (SMCS) - https://simbli.eboardsolutions.com/SU/Hh5BRnaxsR9icKPFMBC0PA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XlDZTxIpfL2ugw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==

1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gIJqdyg==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhIGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/AsBoDgGI508ngQYc5plusY52g==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/jUGqXuU18XDO86onXzLApA==
4141	Collective Bargaining Agreement - https://simbli.eboardsolutions.com/SU/CgJ2ArA3mL3rpfWke2U1XA==
4143	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nsIZQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/qeq8f7e5DY77qoCDwPslshYFg==
4161.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/JeYnngBXkg3FdONe8X1q2A==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4241	Collective Bargaining Agreement - https://simbli.eboardsolutions.com/SU/s2xLzslshRyqgBq5gQimovryA==

4243	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/uLAw49y7BLfuJvifsTzylQ==
4261.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/NFxbrloVqa1JsBTzUnJaLw==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/54SW1QtzTQTlqHNnR3e8Sw==
4361.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/K3a7MNH1vgqBfVG0nwYlmw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
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6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Regulation 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 12/01/1989 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following optional regulation may be revised to reflect district practice.

The legality of public employee work stoppages in California is not specifically addressed in statutes and depends on the type of work stoppage, what provoked it and other circumstances. Generally, the Public Employment Relations Board (PERB) has exclusive jurisdiction to determine if a strike is protected or unprotected under the Educational Employment Relations Act (Government Code 3540-3549.3). Districts may request that PERB seek an injunction to stop a strike or to limit certain strike behavior.

Maintenance of District Operations

During any work stoppage, strike, or other concerted employee activity, the Superintendent or designee shall take measures to minimize disruption to district operations and student learning. At the discretion of the Superintendent or designee, employees reporting for duty may be temporarily assigned to other duties. In addition, the Superintendent or designee may hire qualified substitute and/or temporary employees as needed to maintain district operations and shall recommend to the Governing Board an appropriate rate of pay for such employees for the period of the work stoppage.

~~CSBA NOTE: The district may extend the school year, if necessary, to make up for days lost during a work stoppage.~~

Strike Plan

The Superintendent or designee may establish a committee to develop a plan in the event of a work stoppage. This committee may include district-level staff, legal counsel, the district's negotiator and parents/guardians.

The strike plan shall address, at a minimum, the following elements:

1. Roles and responsibilities during a work stoppage, including roles of the Board, Superintendent, district-level staff, legal counsel, principals, certificated or classified staff

when they are not participating in the strike, substitutes and other employees

2. Criteria for keeping schools open during a work stoppage, including potential costs, availability of qualified substitutes or other staffing, and the ability to maintain ~~the quality of the educational program and other~~ essential services and ~~the ability~~ to ensure the safety of students and staff

3. Maintenance of the educational program, including availability of lesson plans and instructional materials, alternatives for handling special education and other programs as appropriate

4. Internal communications among district staff and the Board during a work stoppage

5. Plans for obtaining and paying for the services of and communicating with temporary or substitute employees

6. Status of district-paid benefits, including health care, insurance, vacation and sick leave benefits

7. Communications with parents/guardians, the media, business partners, public officials and other community members that identify key messages, strategies and district spokespersons

8. Equipment and supply needs

9. Desirability and feasibility of conducting extracurricular activities during a work stoppage including an analysis of the number of events and activities that would be affected, the availability of staffing, the degree of student and/or community participation and the ability to provide adequate security at events

10. Contingency plans for transportation

11. Contingency plans for the provision of food services

12. Identification of outside resources who may be called upon to help with school operations

13. Coordination with law enforcement and other agencies

14. Appropriate safeguards for the safety of students, working employees, substitutes, volunteers, parent/guardians and Board members

15. Provisions for safe, effective board meetings

16. Cost estimates for the various strategies to be implemented during a work stoppage

17. Legal remedies available to enjoin the work stoppage if possible or to file unfair labor practice charges against the employee organization

18. Continuation of negotiations during a work stoppage

19. Plans for resuming normal district operations, rebuilding relations and disciplining employees if necessary after the work stoppage

Activities of Employees

CSBA NOTE: In situations where strikes by employees are protected by the EERA, not all strike behavior is legal and employees who engage in unprotected activity may be subject to disciplinary action. Under most circumstances, peaceful picketing in areas considered public forums, distributing handbills or leaflets to employees or the public and letter writing are protected by the U.S. Constitution and California Constitution. However, picketers have no right to violate criminal laws or engage in misconduct which "may reasonably tend to coerce or intimidate [nonstriking] employees in the exercise of their rights" (*Fresno Unified School District*).

The district shall not impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce employees for the exercise of their rights. (Government Code 3543.5-3543.6)

Employees engaging in a work stoppage shall not prevent access to school facilities by other employees, substitutes or students; use or threaten physical violence or bodily injury; trespass; distribute malicious or defamatory leaflets or materials; or otherwise coerce or intimidate individuals in the conduct of school business.

During an actual or threatened work stoppage, an employee shall not retain ~~in his/her possessions~~ any district property, including but not limited to student attendance and grading records, lesson plans, keys, equipment and supplies.

CSBA NOTE: PERB has found certain employee~~s~~ strike activities related to students to be unprotected under the EERA, including sending notes about a labor dispute to parents/guardians through the students as well as addressing students during duty time by stopping a school bus to encourage students to support a strike (*Konocti Unified School District*).

Employees shall not use students to distribute messages that promote or explain the position of any employee organization that is contemplating or engaged in a work stoppage. In addition,

employees shall not use classroom or other duty time to promote an employee organization's position in negotiations or in a work stoppage.

When students raise questions related to a work stoppage, teachers shall approach the subject in accordance with the district's policy on controversial issues and shall not allow such discussions to interfere with their regular teaching responsibilities.

Salary and Benefits

Employees withholding services shall not receive salary or unemployment benefits during the period of the work stoppage.

CSBA NOTE: The district should consult legal counsel regarding its obligations to continue to pay benefits during a work stoppage and revise the following section accordingly. The district may be required to continue certain benefits depending on the number of days employees are absent from work or to offer employees an opportunity to pay for their own coverage.

Government Code 3140-3142, (the Public Employee Health Protection Act), as added by AB 237 (Ch. 740, Statutes of 2021), prohibits California public employers, including school districts and county offices of education, from discontinuing employer contributions for health care or medical coverage for employees who, during an authorized strike, fall below the minimum work hours required to qualify for coverage. An employer that violates this law may be required to restore any premiums, contributions, or out-of-pocket expenses paid by an employee as a result of the employer's violation.

Any employee withholding services may be subject to the loss of payroll deduction privileges.

~~The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)~~

~~If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)~~

Throughout the duration of any enrolled employee's participation in an authorized strike, the district shall not fail or refuse to maintain and pay for the employee's continued health care or other medical coverage or the coverage of their enrolled dependents, nor shall the district fail to

collect and remit the employee's contributions to any such coverage. The district shall maintain the coverage at the same level and under the same conditions that the coverage would have been provided if the employee had continued to work in the employee's position for the duration of the strike. Health care or other medical coverage for this purpose includes coverage for medical, dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. (Government Code 3141-3142)
"Authorized strike" means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by unrepresented employees. (Government Code 3141)

Employees whose vacation leave has been authorized prior to the work stoppage shall receive vacation pay for the authorized period.

If an employee is on a paid sick or disability leave when the work stoppage begins, the employee shall be entitled to continued payment as long as the employee remains ill or disabled and is otherwise eligible according to Board policy and collective bargaining agreements.

The Superintendent or designee may determine that credit shall not be applied toward probationary service, salary schedule advancement, permanent status, vacation earnings, retirement credit or sick leave accrual during the period of time that employees withhold services.

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~~Ins. Code 10116~~	~~Employee continuation of insurance coverage~~
~~29 USC 1161-1169~~	~~Continuation coverage and additional standards for a group health plan~~

Management Resources	Description
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
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Cross References

Code	Description
0400	Comprehensive Plans
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3512	Equipment

3512-E(1)	Equipment
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4113	Assignment
4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4121	Temporary/Substitute Personnel
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4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
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4261.1	Personal Illness/Injury Leave
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4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
6111	School Calendar
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
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9000	Role Of The Board
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dental, vision, behavioral health, disability, accidental death and dismemberment, life, and supplemental health insurance benefits. (Government Code 3141-3142)
"Authorized strike" means a strike sanctioned by the central labor council or the membership of an employee organization that represents the striking employees, or one that is engaged in by unrepresented employees. (Government Code 3141)

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4113	Assignment
4118	Dismissal/Suspension/Disciplinary Action
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6144	Controversial Issues
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6145	Extracurricular And Cocurricular Activities
9000	Role Of The Board
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Policy Reference UPDATE Service
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Regulation 4141.6: Concerted Action/Work Stoppage

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Maintenance of District Operations

At the discretion of the Superintendent or designee, employees reporting for duty may be temporarily assigned to other duties. In addition, the Superintendent or designee may hire qualified substitute and/or temporary employees as needed to maintain district operations and shall recommend to the Board of Education an appropriate rate of pay for such employees for the period of the work stoppage.

Days of instruction lost due to a work stoppage may be made up following the end of the normal school year.

Strike Plan

The Superintendent or designee may establish a committee to develop a plan in the event of a work stoppage. This committee may include district-level staff, legal counsel, the district's negotiator and parents/guardians.

The strike plan shall address, at a minimum, the following elements:

1. Roles and responsibilities during a work stoppage, including roles of the Board, Superintendent, district-level staff, legal counsel, principals, certificated or classified staff when they are not participating in the strike, substitutes and other employees

2. Criteria for keeping schools open during a work stoppage including potential costs, availability of qualified substitutes or other staffing, the ability to maintain the quality of the educational program and other essential services, and the ability to ensure the safety of students and staff

3. Maintenance of the educational program, including availability of lesson plans and instructional materials, alternatives for handling special education and other programs as appropriate

4. Internal communications among district staff and the Board during a work stoppage

5. Plans for obtaining, paying and communicating with temporary or substitute employees

6. Status of district-paid benefits, including health care, insurance, vacation and sick leave benefits

7. Communications with parents/guardians, the media, business partners, public officials and other community members that identify key messages, strategies and district spokespersons

8. Equipment and supply needs

9. Desirability and feasibility of conducting extracurricular activities during a work stoppage including an analysis of the number of events and activities that would be affected, the availability of staffing, the degree of student and/or community participation and the ability to provide adequate security at events

10. Contingency plans for transportation

11. Contingency plans for the provision of food services

12. Identification of outside resources who may be called upon to help with school operations

13. Coordination with law enforcement and other agencies

14. Appropriate safeguards for the safety of students, working employees, substitutes, volunteers, parent/guardians and Board members

15. Provisions for safe, effective board meetings

16. Cost estimates for the various strategies to be implemented during a work stoppage

17. Legal remedies available to enjoin the work stoppage if possible or to file unfair labor practice charges against

the employee organization

18. Continuation of negotiations during a work stoppage

19. Plans for resuming normal district operations, rebuilding relations and disciplining employees if necessary after the work stoppage

Activities of Employees

The district shall not impose or threaten to impose reprisals, discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce employees for the exercise of their rights. (Government Code 3543.5-3543.6)

Employees engaging in a work stoppage shall not prevent access to school facilities by other employees, substitutes or students; use or threaten physical violence or bodily injury; trespass; distribute malicious or defamatory leaflets or materials; or otherwise coerce or intimidate individuals in the conduct of school business.

During an actual or threatened work stoppage, an employee shall not retain in his/her possession any district property, including but not limited to student attendance and grading records, lesson plans, keys, equipment and supplies.

Employees shall not use students to distribute messages that promote or explain the position of any employee organization that is contemplating or engaged in a work stoppage. In addition, employees shall not use classroom or other duty time to promote an employee organization's position in negotiations or in a work stoppage.

When students raise questions related to a work stoppage, teachers shall approach the subject in accordance with the district's policy on controversial issues and shall not allow such discussions to interfere with their regular teaching responsibilities.

Salary and Benefits

Employees withholding services shall not receive salary or unemployment benefits during the period of the work stoppage.

Any employee withholding services may be subject to the loss of payroll deduction privileges.

The district may not pay contributions to health care benefits if employees fail to work the minimum number of hours per month as specified in the collective bargaining agreement, Board policy or administrative regulation. However, the district shall offer employees the option of paying their own coverage under COBRA. (29 USC 1161-1169)

If the district determines that it will withhold its contributions to employees' life and disability insurance, employees shall be offered an opportunity to retain these coverages by paying the contributions themselves. (Insurance Code 10116)

Employees whose vacation leave has been authorized prior to the work stoppage shall receive vacation pay for the authorized period.

If an employee is on a paid sick or disability leave when the work stoppage begins, he/she shall be entitled to continued payment as long as he/she remains ill or disabled and is otherwise eligible according to Board policy and collective bargaining agreements.

The Superintendent or designee may determine that credit shall not be applied toward probationary service, salary schedule advancement, permanent status, vacation earnings, retirement credit or sick leave accrual during the period of time that employees withhold services.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 35204	Contract with attorney in private practice
Ed. Code 35205	Contract for legal services

Ed. Code 37200-37202	School calendar
Gov. Code 3140-3142	Public Employee Health Protection Act
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3543.5-3543.6	Unfair labor practices
Gov. Code 3548.3548.8	Impasse procedures

Management Resources References	**Description**
Public Employment Relations Board Decision	Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110
Public Employment Relations Board Decision	Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152
Website	California Public Employment Relations Board - https://simbli.eboardsolutions.com/SU/7Fndg3k626KwCb511Tslsh2ew==
Website	State Mediation and Conciliation Service (SMCS) - https://simbli.eboardsolutions.com/SU/Hh5BRnaxsR9icKPFMBC0PA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9LaI1w==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gIJqdyg==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhIGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8IPBMM8ong8A==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/AsBoDgGI508ngQYc5plusY52g==

4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/jUGqXuU18XDO86onXzLApA==
4141	Collective Bargaining Agreement - https://simbli.eboardsolutions.com/SU/CgJ2ArA3mL3rpfWke2U1XA==
4143	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nsIZQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/qeq8f7e5DY77qoCDwPslshYFg==
4161.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/JeYnngBXkg3FdONe8X1q2A==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4241	Collective Bargaining Agreement - https://simbli.eboardsolutions.com/SU/s2xLzslshRyqgBq5gQimovryA==
4243	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/uLAw49y7BLfuJvifsTzylQ==
4261.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/NFxbrloVqa1JsBTzUnJaLw==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/54SW1QtzTQTlqHNnR3e8Sw==
4361.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/K3a7MNH1vgqBfVG0nwYlmw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/uaAajN6Z56Qj1UjTdtDmeg==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmplSu6Rm8EpxeyPw==

6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Exhibit 4112.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist

To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information prevent	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request	Labor Code 1034	BP 4033	The district's policy on lactation accommodation

for parental leave			
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired medical or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To principal, counselor who directly supervises or reports on student's	Welfare and Institutions Code 827	AR 4158 4258	Limited exception to juvenile court record confidentiality to

behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses		4358	ensure rehabilitation of juvenile criminal offenders and protect students and staff
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new (FMLA) employee Rights	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act and California Family Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
To all employees working with homeless families	42 USC 11432	AR 6173	Duties of district liaison for homeless students

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
During the time between five days	Education Code	BP 4117.3	Decrease in the number of

after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated	44955.5		permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To teacher, when a student engages in or is reasonably suspected of specified acts constitutes	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that ground for suspension or expulsion
To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding

			termination
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of *Reduction in Force to affected* employees in accordance with a schedule of notice and hearing adopted by the Board
At least 60 days prior to the effective date of layoff, ~~or by April 29 for~~ if the employee's position must be eliminated due to the expiration of a specially funded program ~~that expires at end of school year~~	Education Code 45117	AR 4217.3	Notice of layoff date, displacement and reemployment rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying

To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment

To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
When document identifying employee who is victim of domestic violence is disclosed	Labor Code 230	AR 4158 4258 4358	Accommodations and leave for victims of domestic violence
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

V. To Individual Employees Under Special Circumstances (continued)

To any employee assigned to a work area where hazardous	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan,

chemicals are present, upon initial assignment and upon new exposure situation			exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act

5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status

Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees

Ed. Code 45195	Additional leave
Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations

Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record

Federal	**Description**
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act

42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances

3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction

4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4158	Employee Security (BP and AR)
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment

4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave

4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)

4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Policy Reference UPDATE Service
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Exhibit 4212.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code	AR 1312.3	Uniform complaint procedures,

	49013; 5 CCR 4622	BP 0460 BP 3260	appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information prevent	Health and Safety Code 120875,	BP 4119.43 4219.43	AIDS and hepatitis B, including methods to

	120880	4319.43	exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired medical or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's

employees as applicable			disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses	Welfare and Institutions Code 827	AR 4158 4258 4358	Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
To all employees working with homeless families	42 USC 11432	AR 6173	Duties of district liaison for homeless students

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

employee or at least once every other year for permanent employee			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

school year, but not later than March 15 for a second-year probationary employee			
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated	Education Code 44955.5	BP 4117.3	Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To teacher, when a student engages in or is reasonably suspected of constitutes specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing

while allegation is pending

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of *Reduction in Force to affected* employees in accordance with a schedule of notice and hearing adopted by the Board
At least 60 days prior to the effective date of layoff, ~~or by April 29 for~~ if the employee's position must be eliminated due to the expiration of a specially funded program ~~that expires at end of school year~~	Education Code 45117	AR 4217.3	Notice of layoff date, displacement and reemployment rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
When document identifying employee who is victim of domestic violence is disclosed	Labor Code 230	AR 4158 4258 4358	Accommodations and leave for victims of domestic violence
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials,	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person

upon initial employment and at least annually thereafter			responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

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2 CCR 11087-11098	California Family Rights Act
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5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
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8 CCR 5194	Hazard communication
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Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
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Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information

Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement
Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record

Federal	**Description**
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination

34 CFR 106.9	Dissemination of policy
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges

3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check

4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits

4157.1	Work-Related Injuries
4158	Employee Security (BP and AR)
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment

4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
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4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Policy Reference UPDATE Service
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Exhibit 4312.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints

Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment

Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information prevent	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired medical or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom	Education or Other Legal	Board Policy/ Administrative	

to Notify	Code	Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses	Welfare and Institutions Code 827	AR 4158 4258 4358	Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new (FMLA) employee Rights	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act and California Family Act (CFRA); obligation

			to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
To all employees working with homeless families	42 USC 11432	AR 6173	Duties of district liaison for homeless students

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code	AR 4115	District regulations related to

	35171	BP 4315	performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged	Education Code	BP 4118	Notice of deficiency and

with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	44938		opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated	Education Code 44955.5	BP 4117.3	Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board
When/Whom to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**

II. To Certificated Employees (continued)

To teacher, when a student engages in or is reasonably constitutes	Education Code 49079	AR 4158 4258	Student has committed specified act that

suspected of specified acts		4358	ground for suspension or expulsion
To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of *Reduction in Force to affected* employees in accordance with a schedule of notice and hearing adopted by the Board
At least 60 days prior to the effective date of layoff, ~~or by April 29 for~~ if the employee's position must be eliminated due to the expiration of a specially funded program ~~that expires at end of school year~~	Education Code 45117	AR 4217.3	Notice of layoff date, displacement and reemployment rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term

Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
When document identifying employee who is victim of domestic violence is disclosed	Labor Code 230	AR 4158 4258 4358	Accommodations and leave for victims of domestic violence

Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in

			designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members

Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees

Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Notice of public hearing on block schedule
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees

Gov. Code 12950	Sexual harassment
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Welfare and Institutions Code 827	Limited exception to juvenile court record

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40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
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4161.5	Military Leave
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4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
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4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment

4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4258	Employee Security (BP and AR)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision

4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
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4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session

9321-E(2)	Closed Session
9321	Closed Session

Policy Reference UPDATE Service
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Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 8355; 41 USC 8102;	BP 4020 BP 4159	District's drug- and alcohol-free workplace; actions to be

	34 CFR 84.205, 84.210	4259 4359	taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2 4354	AR 4154 4254	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave	Unemployment Insurance Code	AR 4154 4254	Disability insurance rights and benefits

for specified reasons	2613	4354	
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act(CFRA); obligation to provide 30 days' notice of need for leave when possible
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

II. To Certificated Employees

To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. To Certificated Employees (continued)

To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

nonpermanent employees in July of each school year			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on

due to alleged misconduct or while allegation is pending			Teacher Credentialing

III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. To Classified Employees (continued)

To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions

IV. To Administrative/Supervisory Personnel

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term

When/Whom	Education or Other Legal	Board Policy/ Administrative

to Notify	Code	Regulation #	Subject
IV. To Administrative/Supervisory Personnel (continued)			
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining

least annually thereafter			and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 5000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of revised Board Policies (BP), Administrative Regulations (AR) and Exhibits:

- Revised BP/AR 5111 - Admission
- Revised AR 5113 - Absences and Excuses
- Revised AR 5142 - Safety
- Revised Exhibit(1) 5145.6 - Parental Notifications.

RECOMMENDATION:

Approve the first reading and adoption of revised board policies, administrative regulations and exhibits - 5000 series: BP/AR 5111 - Admission, AR 5113 - Absences and Excuses, AR 5142 - Safety and Exhibit(1) 5145.6 - Parental Notifications.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 5111: Admission

Status: ADOPTED

Original Adopted Date: 04/01/2015 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, ~~as added by AB 699 (Ch. 493, Statutes of 2017),~~ districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, "Information on the Rights of All Children to Enroll in School," jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance ~~on~~ "Providing All Children Equal Access to Education, Regardless of Immigration Status." Also see CSBA's ~~legal guidance also includes a~~ sample board resolution "Providing All Children Equal Access to Education, Regardless of Immigration Status," available on its web site, that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all ~~school-aged~~ children who are eligible for enrollment in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The district should align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment and AR 5117 - Interdistrict Attendance~~, and BP/AR 5118 - Open Enrollment Act Transfers~~ for application windows applicable to those options.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

~~CSBA NOTE: Education Code 49452.9 requires that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing its own informational item or using a flier developed by the California Department of Education.~~

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

Verification of Admission Eligibility

CSBA NOTE: Admission requirements include age criteria for ~~grades~~ Transitional Kindergarten-1; see the accompanying administrative regulation and BP 6170.1 - Transitional Kindergarten. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residence~~y~~ within the district, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

CSBA NOTE: Although a district~~s~~ may require proof ~~of~~ that a student's residenc~~y~~e is within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), inquiring into the citizenship or immigration status of students and their families is ~~they are~~ prohibited, pursuant to Education Code 234.~~7, as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families~~. Consequently, consistent with the Attorney General's model policy developed pursuant to Education Code 234.7, districts may not request a student's or parent/guardian's green card, visa, passport, voter registration, or other documentation that indicates citizenship status, ~~and could discourage undocumented children from enrolling in school,~~ except when collection of such information is required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English Learners. Even for those limited purposes, the information should not be collected during the admission process to avoid discouraging immigrant children from enrolling in school, in violation of law. Also see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or the student's~~his/her~~ family members. (Education Code 234.7, 49076.7)

~~CSBA NOTE: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.~~

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or the student's~~his/her~~ parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

CSBA NOTE: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy~~, developed pursuant to Education Code 234.7,~~ requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for entry into grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

CSBA NOTE: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally required for enrollment; see BP/AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, and AR 6173.3 - Education for Juvenile Court School Students. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or ~~his/her~~ an inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 6000-6075	School attendance immunization requirements

5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Educational placement of homeless and foster youth
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers

Ed. Code 49408	Information for~~of~~ use in emergencies
~~Ed. Code 49452.9~~	~~Health care coverage options and enrollment assistance~~
Ed. Code 49700-49703	Education of children of military families
Civil Code 51	Unruh Civil Rights Act
Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal right, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students

Federal	**Description**
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	~~Note: Refusal to disclose social security number~~Records maintained on individuals

Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
U.S. DOJ & DOE Civil Rights Joint Publication	Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

U.S. DOJ & DOE Civil Rights Joint Publication	Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014
U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
Website	California Department of Education (https://www.cde.ca.gov/)~~, Health Care Coverage and Enrollment Assistance~~
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
5111.1	District Residency
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance

5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications

5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth (BP and AR)
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

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Policy 5111: Admission

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Reviewed Date:** 06/13/2019

The Board of Education encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
17 CCR 6000-6075	School attendance immunization requirements - https://simbli.eboardsolutions.com/SU/YzfyALHtH25cYebUH5ax1Q==
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Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
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Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
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5 USC 552a	Records maintained on individuals

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Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	U.S. Department of Justice - https://simbli.eboardsolutions.com/SU/BPwrkTmFhG0SXt3hKCVuBw==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==

Cross References	Description
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/slshh6qvG86wkYvinQslsh8OTgGg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/hNRpajXSn3ecKXjHEVvwdg==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5119	Students Expelled From Other Districts - https://simbli.eboardsolutions.com/SU/6NcJbQ95Bzy5p30A76WeSA==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/4vLD4sHEz3MzvvyoXs9mCg==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/alTJplusjBplusRT7mJuaeYderAQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/ewTnhBtGxKGHkbFm3NatBg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/HteJSrBy2O9HLQtwEACcXQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==

5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQlLjHg==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/IVcgV8LFJGcLwSSTdcH0QQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/BQB6fl6pkMvkq2weUoS3AA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuly7msl23xyw==
6173.3	Education For Juvenile Court School Students - https://simbli.eboardsolutions.com/SU/KhyYZOplus0AslshTH8EJqpsJZgg==

Regulation 5111: Admission

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following optional administrative regulation is for use by districts offering ~~grades~~ transitional kindergarten (TK)-1.

Age of Admittance to Transitional Kindergarten, Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any eligible child whose ~~will have his/her~~ fifth or sixth birthday is on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

CSBA NOTE: Education Code 48000, as amended by AB 130 (Ch.44, Statutes of 2021), revises the timespans for TK admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year. See BP 6170.1 - Transitional Kindergarten for eligibility and admission into TK.

~~Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program~~ Admission into transitional kindergarten shall be in accordance with law and as specified in ~~Board Policy~~BP 6170.1 - Transitional Kindergarten. (Education Code 48000)

CSBA NOTE: The following paragraph is optional. Education Code 48000 authorizes the district, ~~at its discretion~~on a case-by-case basis, to ~~allow enrollment~~ admit children into kindergarten during the school year ~~into kindergarten during the school year on a case-by-case basis,~~ under the conditions described below. ~~According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The~~ According to the California Department of Education's~~CDE~~ "Kindergarten in California," ~~also cautions that the~~ some districts ~~may risk being challenged by parents/guardians if it~~ base~~s~~ early admission on test results, maturity of the child, or preschool records to be consistent with the early admission policy and to avoid challenge by parents/guardians whose children were denied early admission. The district might consider establishing a process for parents/guardians who choose to challenge denial of early entry.

On a case-by-case basis, and with the approval of the child's parent/guardian, a child who will turn five years old in a given school year may be enrolled in kindergarten ~~or TK~~ at any time during that school year ~~with the approval of the child's parent/guardian,~~ provided that: (Education Code 48000)

1. The Governing Board determines that admittance is in the best interest of the child.

2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.
The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten, as appropriate. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

CSBA NOTE: Education Code 48002 specifies that the method of proof of age may include any appropriate means prescribed by the Governing Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7~~, as added by AB 699 (Ch. 493, Statutes of 2017),~~ states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. In addition, a district may not bar or discourage a child from enrolling in school because the child lacks a birth certificate or passport, or has one from a foreign country. See the Office of the Attorney General's publication "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues."

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth

2. A duly attested baptism certificate

3. A passport

4. When none of the above documents is obtainable, an affidavit of the parent/guardian

5. Other means prescribed by the Board

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade

5 CCR 201	Admission to high school
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
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Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information for~~of~~ use in emergencies

~~Ed. Code 49452.9~~	~~Health care coverage options and enrollment assistance~~
Ed. Code 49700-49703	Education of children of military families
Civil Code 51	Unruh Civil Rights Act
Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students

Federal	**Description**
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	~~Note: Refusal to disclose social security number~~Records maintained on individuals

Management Resources	**Description**
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Plyler v. Doe, 457 U.S. 202 (1982)
CSBA Publication	Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
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U.S. DOJ & DOE Civil Rights Joint Publication	Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
Website	California Department of Education (https://www.cde.ca.gov/),~~Health Care Coverage and Enrollment Assistance~~
Website	California Office of the Attorney General
Website	U.S. Department of Justice
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
5111.1	District Residency
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5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts

5123	Promotion/Acceleration/Retention
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5125	Student Records
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5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
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Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

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Evidence of the child's age may include: (Education Code 48002)

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5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/hNRpajXSn3ecKXjHEVvwdg==

5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
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5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/alTJplusjBplusRT7mJuaeYderAQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
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5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQIA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQIQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQlLjHg==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==

6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/IVcgV8LFJGcLwSSTdcH0QQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/BQB6fl6pkMvkq2weUoS3AA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuIy7msl23xyw==
6173.3	Education For Juvenile Court School Students - https://simbli.eboardsolutions.com/SU/KhyYZOplus0AslshTH8EJqpsJZgg==

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

Excused Absences

CSBA NOTE: Items #1-154 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in ~~items~~ #1-110, although excused for purposes of enforcing compulsory state attendance laws, are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 14 (Ch. 672, Statutes of 2021), an absence due to a student's illness includes an absence for the benefit of the student's mental or behavioral health.

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)

4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence,~~. As amended by AB 2289 (Ch. 942, Statutes of 2018), Education Code 48205 prohibits~~ and the district is prohibited from requiring a physician's note for such absences. See the section "Method of Verification" below.

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

a. Appearance in court

b. Attendance at a funeral service

c. Observance of a religious holiday or ceremony

d. Attendance at religious retreats for no more than four hours per semester

e. Attendance at an employment conference

f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's ~~a~~ naturalization ceremony to become a United States citizen (Education Code 48205)

CSBA NOTE: Education Code 48205, as amended by AB 516 (Ch. 281, Statutes of 2021), includes an absence for the purpose of participating in a cultural ceremony or event as an excused absence.

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)

CSBA NOTE: Item #12~~1~~ below should be included only if the Governing Board has adopted a resolution permitting absences for religious instruction or exercises. See the accompanying Board policy. If these absences are allowed, Education Code 46014 mandates that the Board adopt regulations governing students' attendance at religious exercises or instruction and the reporting of such absences. These regulations should include all of ~~litem~~ #12~~1~~ below and may be expanded to reflect district practice.

12. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

CSBA NOTE: Education Code 46014 provides that absence for participation in religious instruction or exercises will not be considered an absence for state apportionment purposes if the student attends school for at least the minimum school day and is not absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day.

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

~~Such absence shall be excused provided that the~~ Work for a student who holds a work permit authorizing ~~such~~ work in the entertainment or allied industries ~~and is absent~~ for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of ~~and~~ up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

~~CSBA NOTE: As amended by AB 2289, Education Code 48205 clarifies that, in addition to the excused absences described in Education Code 48205 and 48225.5, students may be excused for other reasons at the discretion of school administrators.~~

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

~~CSBA NOTE: AB 2289 amended Education Code 48205 to revise the definition of "immediate family" as provided in the following paragraph.~~

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

CSBA NOTE: Education Code 48205~~, as amended by AB 2289,~~ prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification. Pursuant to Education Code 48205, as amended by SB 14, state regulations related to illness verification will be updated as necessary to account for a student's absence for the benefit of the student's mental or behavioral health.

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence.

Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    1. Name of student

    2. Name of parent/guardian or parent representative

    3. Name of verifying employee

    4. Date(s) of absence

    5. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in ~~item~~ #2 above.

4. Physician's verification.

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

1. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

2. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in ~~item~~ #1 below is for use by districts whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and ~~item~~ #12~~1~~ in the section "Excused Absences" above.

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

CSBA NOTE: The requirement in ~~item~~ #2 applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	Records (attendance)
Ed. Code 46010-46015~~4~~	Absences
Ed. Code 461~~1~~00-4612~~019~~	Attendance in kindergarten and elementary schools
~~Ed. Code 46110-46119~~	~~Attendance in kindergarten and elementary schools~~
Ed. Code 46140-46148~~7~~	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent

Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian~~al~~ notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930~~29~~	Consent by minor for medical treatment
~~Veh. Code 13202.7~~	~~Driving privileges; minors; suspension or delay for habitual truancy~~
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5~~4~~	Habitually truant minors

Management Resources	**Description**
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA
Website	California Department of Education (https://www.cde.ca.gov)

Cross References

Code	**Description**

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board

5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.33	Head Lice
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar

6112	School Day (BP and AR)
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Policy Reference UPDATE Service
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Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Reviewed Date:** 06/13/2019

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)

4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

   Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the Superintendent or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than four hours per semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at a naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

    Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

12. Work in the entertainment or allied industry (Education Code 48225.5)

    Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year. (Education Code 48225.5)

13. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

    A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

14. Other reasons authorized at the discretion of the Superintendent or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the Superintendent or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    a. Name of student

    b. Name of parent/guardian or parent representative

    c. Name of verifying employee

    d. Date(s) of absence

    e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.

4. Physician's verification.

    a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

    b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
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Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
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Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors

Management Resources References	Description
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Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/CIYksTuNtLVRwcQsMnHrkw==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/tatlr45bF7ZDplusbpluskeQVe9g==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/68enzUt1LpyAvTNsWe5Jqw==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PM9eVpzRwVudJrXBb51NlA==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/slshh6qvG86wkYvinQslsh8OTgGg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/hNRpajXSn3ecKXjHEVvwdg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/W0kfchGI2iOKslshoFGzAl1gg==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/1BV7lSFpyUspZhc9eQ8FWw==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbtuzP7KEplusPprg==

5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrpluslXuDXP09uw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UlLhCCQT5CCGHtg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/XT46XMcmU8mJQZPC1xpMfQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/slshplusvMQK2l4plusWZA4Xslsht0nhOA==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.33	Head Lice - https://simbli.eboardsolutions.com/SU/29nCN0ZGtURZV4srr3dYCA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVliBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6112	School Day - https://simbli.eboardsolutions.com/SU/V0Q5g2Ta4MDdGwupXvFdrQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/NslshOG1iblXOQAxyMYTK2mbQ==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/LbSSIk56JLiE1txjsSaa7g==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/8plusPaMuEXplusYBmiXwqhtmFslshA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/IrplusRUfj0QN7lyXqU7LZIyQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/QLEPEfh6DU6tLBoliGdlHA==

6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1IF2LPmZM3bXas7Xvg==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDIaaMaw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 07/01/2006 | **Last Revised Date:** 03/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At ~~E~~ each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

2. An adult authorized on the student's emergency card as ~~someone~~ an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

3. An authorized law enforcement officer acting in accordance with law

4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

CSBA NOTE: The following optional section may be revised to reflect district practice.

Pursuant to 5 CCR 5570 ~~states that, unless otherwise provided by rule of the Governing Board,~~, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts unless otherwise provided by rule of the Governing Board. The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account~~able~~ for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any ~~such~~ unusual ~~observations~~ incidents to the principal or designee and file a written report as appropriate.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones ~~on the playground~~ and require all playground supervisors to remain ~~outside~~ at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone

2. Consider the size of the playground area, the number of areas that are ~~not immediately visible~~ obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

Student Safety Patrols

CSBA NOTE: The following section is optional.

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10 Rodeo
11. Archery
12. Mountain bicycling

13. Rock climbing

14. Rocketeering

15. Surfing

16. Other activities determined by the principal to have a high risk to student safety

CSBA NOTE: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

CSBA NOTE: The following optional section may be revised to reflect district practice.

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions~~, when engaging in outdoor activities~~.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Approval of plans and supervision of construction
Ed. Code 17365-17374	Fitness of buildings for occupancy; liability of board members
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles

Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around ~~swmimming~~ pool
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Hazing
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act

H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures, disposition by cities
Veh. Code 42201	Fines and forfeitures, disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Management Resources	**Description**
American Society for Testing and Materials	F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296, 313
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	American Society for Testing and Materials
Website	U.S. Department of Education, Safe Schools
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification (https://www.nrpa.org/certification/CPSI/)

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders

1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances

5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline

5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Policy Reference UPDATE Service
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Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Revised Date:** 01/23/2020 | **Last Reviewed Date:** 01/23/2020

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4. An adult taking the student to emergency medical care at the request of the principal or designee

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1. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision
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Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

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2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
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Ed. Code 17280-17317	Approval of plans and supervision of construction
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Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool

Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
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Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
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Gov. Code 810-996.6	California Tort Claims Act
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Veh. Code 42201	Fines and forfeitures, disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

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Website	U.S. Consumer Product Safety Commission - https://simbli.eboardsolutions.com/SU/WXVAihwOFQvUcTKQXgpKBw==

Website	U.S. Environmental Protection Agency - https://simbli.eboardsolutions.com/SU/xtGqeFQEClplus0Wk8xfkTVsw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==
Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lUhL9TtJxlH7YZdpa5UJHg==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7lKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==

3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/x2x6lt5kPkrQzZxIaOdgPg==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/eUEVKUPwV5w0cJeHMpnmTA==
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/g6MVN0Lslsh2QDrDFwZbqB1VQ==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/hbPvTep8aCVL9d7mfIpAuA==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/EGPg10FK2x4JCAOHg49XAg==
4219.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/rRoBRpEGpEKoiVo0OmFslshcg==
4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fJfUtyhhaI28f3VVGeBlBg==
4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/kslshfZLL5Xs87WueODrnKzHQ==
4319.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fDhFjjkTUNfmLEmorPkiTg==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5021	Noncustodial Parents - https://simbli.eboardsolutions.com/SU/l3mGA9d8PpKQKslshQJsU5dig==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UlLhCCQT5CCGHtg==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQlvlXs6uFEYUKQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==

5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMlfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5143	Insurance - https://simbli.eboardsolutions.com/SU/pESmAhIrKvCt9TDDzpASWA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/vvDhX4MjDrJ0DrsR0yaAxw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/UbKCQZmet0V8Ya9gXCOw9A==

6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/JicadXYu8G69TDnua3slshVug==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/ixdu4y3qRWcfMLhGojUYkA==

Exhibit 5145.6-E(1): Parental Notifications

Status: ADOPTED

Original Adopted Date: 07/01/2020 | **Last Revised Date:** 03/01/2022

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2021 (AB 128, Ch. 21, Statutes of 2021) ~~2020 (SB 74, Ch. 6, Statutes of 2020)~~ extends the suspension of these requirements through the 2021-22 ~~2020-21~~ fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan

By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. **Annually (continued)**			
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes

Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260 ,	Uniform complaint procedures available appeals, civil law r~~R~~emedies, coordinator, complaints about student fees and local control and accountability plan
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory

			information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852;	AR 6162.51	Student's participation in state

	Education Code 60615		assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career

Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career (continued)

When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones,

			walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Before grade 12	Education Code 51225.8	AR 6143	Completion and submission of FAFSA and CADAA
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	UC and CSU College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to	Education or Other Legal	Board Policy/ Administrative	

Notify	Code	Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants

When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest

If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before early entry to transitional kindergarten or kindergarten, if early entry offered	Education Code 48000	AR 5111 AR 6170.1	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts

When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**

III. When Special Circumstances Occur (continued)

When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**

III. When Special Circumstances Occur (continued)

When student transfers from another district or private school into the district	Education Code 49068	AR 5125	Right to receive copy of student's record and a hearing to challenge ~~its~~ content of student's record
When parent/guardian's challenge of student record is denied and parent/guardian	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to

appeals			submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth,	Education Code	BP 6146.1	Exemption from local

homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	51225.1	AR 6173 AR 6173.1 AR 6173.3 AR 6175	graduation requirements, effect on college admission, option for fifth year of high school, transfer opportunities through California Community Colleges
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857; 22 CCR 101218.1	AR 5148	Parent/guardian right to enter and inspect facility and other rights as specified
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	BP 1250 AR 1240	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
At least 14 days before change in service or other intended action, u~~U~~pon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I	20 USC 6312	AR 4112.2	Timely notice to parent/

funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught			guardian of child's assignment

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal; duties of district liaison; public notice
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to receive ~~review~~ records and an opportunity for hearing upon request
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures,

			notice of process, reason for dismissal of complaint if applicable
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention

Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. Classroom/Facility Notices			
In all district schools and offices, including staff lounges and student government meeting rooms	Education Code 234.1	AR 1312.3	Uniform complaint procedures board policy and administrative regulation
In each classroom used for license-exempt California State Preschool Program	Education Code 8212~~8235.5~~	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures
In a licensed child care and development center at a location accessible to parents/guardians	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to inspect, prohibition against retaliation, right to file complaint; registered sex offender database available

	to public; review licensing reports of facility visits and substantiated complaints against facility

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal
5 CCR 4702	Student transfer from school identified under Open Enrollment Act

5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
22 CCR 101218.1	Child care licensing; parent/guardian rights
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17611.5-17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners, parental consultation
Ed. Code 313.2	Long-term English learner, notification
Ed. Code 8212	Health and safety requirement for preschool programs; complaint forms
Ed. Code 32221.5	Insurance for athletic team members

Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479-33479.9	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44808.5	Permission to leave school grounds

Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions
Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48350-48361	Open Enrollment Act

Ed. Code 48354	Option to transfer from school identified under Open Enrollment Act
Ed. Code 48357	Status of application for transfer from school identified under Open Enrollment Act
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Required notification at beginning of term

Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media
Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49403	Cooperation in control of communicable disease and immunizations

Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
Ed. Code 51225.8	Completion and submission of FAFSA and CADAA
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy

Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program

Ed. Code 8483	Before/after school program; enrollment priorities
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment
H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.857	Right to enter child care facility
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7908	Armed forces recruiter access to students

34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 200.48	Teacher qualifications
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records, disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records, annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans

42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals

Management Resources	Description
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures

1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3543	Transportation Safety And Emergencies
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance

3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency

5111.1	District Residency
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information

5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5131.61	Drug Testing
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance

5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education

6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day (BP and AR)
6117	Year-Round Schedules
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6154	Homework/Makeup Work

6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten (BP)
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children

6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9310	Board Policies

Policy Reference UPDATE Service
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Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2020 (SB 74, Ch. 6, Statutes of 2020) extends the suspension of these requirements through the 2020-21 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			

Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school	Education Code	AR 5141.21	Administration of

year	48980, 49423, 49480		prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification,

			referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if	Education Code	AR 3543	School bus safety rules and

students have not previously been transported	39831.5		information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety

At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to	Education or Other Legal	Board Policy/ Administrative

Notify	Code	Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for	Education Code 48915.1,	BP 5119	Hearing re: possible danger presented by expelled

certain acts seeks admission	48918		student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records

Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered

Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures

When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**
III. When Special Circumstances Occur (continued)			
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services

Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent	34 CFR 99.34	AR 5125	Right to review records

pursuant to 34 CFR 99.30			
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable
When to Notify	**Education or Other Legal Code**	**Board Policy/ Administrative Regulation #**	**Subject**
III. When Special Circumstances Occur (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures	20 USC 1415(k);	AR 5144.2	Decision and procedural

are taken or change in placement	34 CFR 300.530		safeguards notice

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom used for license-exempt California State Preschool Program	Education Code 8235.5	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 6000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of revised Board Policies (BP), Administrative Regulations (AR) and Exhibits:

- Revised BP/AR 6173 - Education for Homeless Children
- New Exhibit(1) 6173 - Education for Homeless Children
- New Exhibit(2) 6173 - Education for Homeless Children.

RECOMMENDATION:

Approve the first reading and adoption of new and revised board policies, administrative regulations and exhibits - 6000 series: BP/AR 6173 - Education for Homeless Children, New Exhibit(1) 6173 - Education for Homeless Children and New Exhibit(2) 6173 - Education for Homeless Children.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) ~~as amended by the Every Student Succeeds Act (P.L. 114-95),~~ that each homeless student should have equal access to the same free, appropriate public education and services as other students. 42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that homeless students are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy. In addition, 42 USC 11432 requires that, in reviewing and revising applicable policies, consideration be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

The Governing Board believes ~~desires~~ that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for ~~them~~ such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

CSBA NOTE: The following paragraph is mandated pursuant to 42 USC 11432. ~~, as amended by P.L. 114-95~~.42 USC 11432 requires that districts adopt policy to remove barriers to homeless students' enrollment and retention due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of homeless students.

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address ~~identify and remove any barriers to the~~ identification, enrollment, identification, enrollment, ~~of homeless students~~ and retention of ~~homeless~~ such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

~~When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)~~

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

CSBA NOTE: Education Code 48851, as added by AB 27 (Ch. 394, Statutes of 2021), requires the district to ensure that each school within the district identifies all homeless children and youths and unaccompanied youths enrolled at the school.

The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

CSBA NOTE: The following paragraph is for districts that receive funding from the American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth Fund (ARP-HCY) and may be deleted or revised to reflect district practice by districts that do not receive such funds. Education Code 48851, as added by AB 27, requires districts receiving ARP-HCY funds to annually administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying homeless children and youths and unaccompanied youths. The housing questionnaire must be based on best practices developed by the California Department of Education (CDE), include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.

To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

CSBA NOTE: ~~The U.S. Department of Education's (USDOE) Non-Regulatory Guidance, Education for Homeless Children and Youths Program, emphasizes that districts should include the identification of homeless students and their unique educational needs in district needs assessments and school improvement plans. The following optional paragraph reflects strategies included in the Guidance for identifying homeless students and may be revised to reflect district practice. Also see the California Department of Education's (CDE) web site for a sample student residency questionnaire and "You Can Enroll in School" poster~~ Education Code 48852.6, as added by AB 27, requires districts to create a web page or post on its web site (1) a list of district liaisons and contact information for such liaison(s) and (2) specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness. Additionally, Education Code 48852.6, as added by AB 27, requires a district school, if it has a web site, to post the contact information for the district liaison, as well as the name and contact information of any employee or person under contract the school may have who assists the district liaison in completing the liaison's duties. See the accompanying administrative regulation for more information regarding posting requirements.

In, addition, ~~order to identify district students who are homeless,~~the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

~~may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.~~

~~CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, P.L. 114-95 amended 42 USC 11432 to provide that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students' records, see the USDOE's Non-Regulatory Guidance, Education for Homeless Children and Youths Program.~~

~~Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)~~

CSBA NOTE: Pursuant to 42 USC 11432, placement determinations for homeless students must be made according to the student's "best interest," as defined in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

CSBA NOTE: The following paragraph is mandated by 42 USC 11432. Although this law prohibits the segregation of homeless students into a separate school or program, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, 42 USC 11432 provides that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students' records, see the U.S. Department of Education's (USDOE) "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

CSBA NOTE: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise

the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

CSBA NOTE: 42 USC 11432 ~~as amended by P.L. 114-95~~mandates that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

Education Code 48852.5 ~~as amended by SB 1068 (Ch. 538, Statutes of 2016)~~,requires ~~the~~ CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth and resources available to assist homeless children and youth. Education Code 48852.5, ~~It also requires the CDE to adopt policies and practices to ensure that liaisons participate in professional development and technical assistance programs~~ as amended by SB 400 (Ch. 400, Statutes of 2021), also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to youth experiencing homelessness at least annually.

The following paragraph reflects the training requirement of Education Code 48852.5 and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.

At least annually, the d~~D~~istrict liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. Such professional development and technical assistance shall include, but are not limited to, ~~and to provide~~ training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5; 42 USC 11432)

CSBA NOTE: Education Code 48851, as added by AB 27, requires districts to collect the completed housing questionnaires described above, and annually report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district.

The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, the State Board of Education has adopted evaluation rubrics for use by districts in evaluating their strengths, weaknesses, and areas that require improvement.

In addition, pursuant to 20 USC 6311 ~~as amended by P.L. 114-95,~~annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to ~~better~~ more effectively identify and support the education of homeless students.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850-48859	Education of students in foster care and students who are homeless, especially:
Ed. Code 48850	~~Participation of homeless students and foster youth in extracurricular activities and interscholastic sports~~Academic achievement of students in foster care and homeless children
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire

Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources	Description
California Child Welfare Council	Partial Credit Model Policy and Practice Recommendations
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, ~~January 30, 2007~~ March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, ~~2013~~ 2020
~~U.S. Department of Education Guidance~~	~~Dear Colleague Letter, July 27, 2016~~
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, ~~July 2016~~ August 2018
Website	California Community Colleges (https://www.cccco.edu)
Website	California Department of Education, Homeless Children and Youth Education
Website	California Interscholastic Federation (https://www.cifstate.org/landing/index)
Website	California State University (https://www.calstate.edu)
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center ~~on Homelessness and Poverty~~
Website	University of California (https://www.universityofcalifornia.edu)
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities

Website	California Child Welfare Council (https://www.chhs.ca.gov/home/committees/california-child-welfare-council)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees

3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy

5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications

5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular and Cocurricular Activities (BP and AR)
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education

6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy Reference UPDATE Service
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Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and

retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of students in foster care and students who are homeless
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal References	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources References	Description
California Child Welfare Council	Partial Credit Model Policy and Practice Recommendations
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	California State University - https://simbli.eboardsolutions.com/SU/HWPZz3HziVpluslQvvt9lfVuA==

Website	University of California - https://simbli.eboardsolutions.com/SU/ePWe6bf8qWHxo5C46jpluswqw==
Website	California Department of Education, Homeless Children and Youth Education - https://simbli.eboardsolutions.com/SU/PJfdEy2JFWVslacXpluseoqlA==
Website	National Center for Homeless Education at SERVE - https://simbli.eboardsolutions.com/SU/bhykhozPF5JgwF1cDVEZhA==
Website	National Homelessness Law Center - https://simbli.eboardsolutions.com/SU/bfdbHwxWmqEm0vIuLG5daw==
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities - https://simbli.eboardsolutions.com/SU/hejIslsh9el7BC8rRkMVLthGg==
Website	California Community Colleges - https://simbli.eboardsolutions.com/SU/fu5WNHiEP7hJIaE4gwN73Q==
Website	California Interscholastic Federation - https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOlNMN9mtFkcAjmEbYOgA==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvI6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==

3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==
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3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gIJqdyg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/AKPJOKwwzRYWQQEdVtKxAA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/Ny7YU3vDyLU4bVvSmqWfMg==
5111	Admission - https://simbli.eboardsolutions.com/SU/ggCIQfDwslshpV97BtplusBPZYpA==

5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLl2Aw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==

5145.6-E PDF(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1IdnNuPhJg==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==

6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhcLzTiYZOg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuIy7msl23xyw==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 12/01/2014 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

CSBA NOTE: The following administrative regulation is mandated pursuant to 42 USC 11432; see section on "Transportation" below.

Definitions

CSBA NOTE: The federal McKinney-Vento Homeless Assistance Act (42 USC 11434a) and Education Code 48859, as amended by AB 27 (Ch. 394, Statutes of 2021), define~~s~~ "homeless children and youths"~~students~~ as provided below. ~~This law applies to f~~Foster youth ~~in certain circumstances (i.e., when they~~who are living in emergency or transitional shelters~~)~~ are within the definition of homeless students but ~~as amended by P.L. 114-95, the definition of "homeless students" no longer includes~~ youth who are awaiting foster care placement are not. See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code~~48852.7~~ 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth ~~who are~~ not in the physical custody of a parent or guardian. (Education Code 48859; ~~20~~ 42 USC 11434a)

CSBA NOTE: The following definition of "school of origin" generally reflects Education Code 48852.7, which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. However, ~~as amended by P.L. 114-95,~~ 42 USC 11432 includes preschools in the definition as provided below.

School of origin means the school that the homeless student attended when permanently housed or the school in which the student ~~he/she~~ was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which the student ~~he/she~~ was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student ~~he/she~~ is connected, the district liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 expresses legislative intent that the "best interest" of a homeless student or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth must ~~should~~consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (see AR 6173.1 - Education for Foster Youth), the following definition also reflects Education Code 48853.

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. The district should fill in the blanks below with the title or position, address, email address, and phone number of the district liaison.

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

_____

(title or position)

_____

(address)

_____

(email address)

_____

(phone number)

CSBA NOTE: The duties of the district liaison for homeless students are listed in 42 USC 11432 and are specified below. Also see the U.S. Department of Education's (USDOE) ~~Non-Regulatory Guidance~~ "Education for Homeless Children and Youths Program Non-Regulatory Guidance" and the "Homeless Liaison Toolkit" developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies

2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

6. Disseminate public notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied

youth, including schools, ~~family~~ shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

CSBA NOTE: ~~P.L. 114-95 amended 42 USC 11432 to add the duties specified in items #9-10 below~~ Pursuant to Education Code 48852.5, as amended by SB 400 (Ch. 400, Statutes of 2021), the California Department of Education (CDE) is required to provide training materials to district liaisons for homeless students for the purpose of providing required professional development and support to school personnel who provide services to homeless students.

The examples of school personnel listed below reflect CDE's 2021-22 Federal Program Monitoring Instrument.

9. Ensure that school personnel providing services to homeless students, including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel, receive professional development and other support

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the collection and provision of comprehensive data to the state coordinator as required by law

CSBA NOTE: Pursuant to Education Code 48918.1, the district liaison must be notified at least 10 calendar days before the date of the expulsion hearing for a homeless student, when the student's alleged violation does not require a mandatory recommendation for expulsion, and may be notified for mandatory expulsions; see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

Furthermore, pursuant to Education Code 48915.5, if the homeless student has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in the student's ~~his/her~~ expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

CSBA NOTE: 42 USC 11432 ~~, as amended by P.L. 114-95,~~ requires ~~that the California Department of Education (~~CDE~~)~~ to publish a list of district liaisons on its web site. ~~The~~ CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee ~~He/she~~ shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on ~~the~~ CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

CSBA NOTE: 42 USC 11432 ~~as amended by P.L. 114-95,~~ specifies factors that must be considered in determining a student's best interest, as provided below.

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on

achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

CSBA NOTE: The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with the student's ~~his/her~~homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of ~~his/her~~ the right to appeal ~~rights~~. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the ~~his/her~~school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require schools to immediately enroll homeless students as specified below. In its "Non-Regulatory Guidance Education for Homeless Children and Youths Program," the USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student~~he/she~~ (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

~~CSBA NOTE: P.L. 114-95 amended 42 USC 11432 to add the circumstance specified in item #4 below.~~

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student ~~he/she~~ is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the ~~his/her~~ school requested by the student's ~~his/her~~ parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a homeless student, t~~T~~he student may continue attending the student's~~his/her~~ school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with the student's ~~his/her~~peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student ~~he/she~~shall be allowed to continue in the same attendance area.

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student ~~he/she~~shall be allowed to continue to the school designated for matriculation in that district.

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 ~~and Education Code 48852.7~~ require that homeless students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year. Additionally, Education Code 48852.7 allows homeless students to remain in the school of origin, or matriculate to a feeder school, even if the student is no longer homeless. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's status changes before the end of the school year so that the student ~~he/she~~is no longer homeless, the student ~~he/she~~shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student ~~the/she~~ is in grades K-8

2. Through graduation if the student ~~the/she~~ is in high school

Resolving Enrollment Disputes

CSBA NOTE: In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by ~~the~~ CDE. CDE's process is described in its, "Homeless Education Dispute Resolution Process" ~~a January 30, 2007~~letter to districts, available on ~~the~~ CDE's web site.~~The~~ CDE's letter does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

CSBA NOTE: The following optional list should be modified to reflect district practice. In ~~its Non-Regulatory Guidance~~ its "Education for Homeless Children and Youths Program Non-Regulatory Guidance," the USDOE recommends that the written explanation contain the elements specified below. See the accompanying exhibits for a sample explanation and appeal form.

The written explanation shall include:

1. A description of the action proposed or refused by the district

2. An explanation of why the action is proposed or refused

3. A description of any other options the district considered and the reasons that any other options were rejected

4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources

5. Appropriate timelines to ensure any relevant deadlines are not missed

6. Contact information for the district liaison and state coordinator, and a brief description of those~~eir~~ roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

CSBA NOTE: The following optional paragraph is recommended in the USDOE's ~~Non-Regulatory Guidance~~ "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

CSBA NOTE: The following optional paragraph is recommended in ~~the~~ CDE's "Homeless Education Dispute Resolution Process" letter to districts. ~~January 30, 2007~~ CDE recommends that if the parent/guardian or unaccompanied youth is an English Learner, the native language and/or an interpreter be used, and/or if additional supports are needed because of a disability, such services be made available without charge.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position

2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide them a copy of the dispute form they submit for their records

5. Provide them the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, ~~he/she may appeal~~ the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

CSBA NOTE: In its "Homeless Education Dispute Resolution Process" ~~January 30, 2007~~ letter to districts, ~~the~~ CDE describes the process for appealing a district's enrollment decision to the county office of education (COE) and the CDE. Upon receipt of materials describing the dispute from the district, the ~~county office~~COE liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the~~county office~~ COE liaison will forward the documentation to~~the state homeless coordinator~~ CDE's Homeless Education Program. CDE ~~who~~will notify~~the parent/guardian~~ all parties of the final determination of eligibility, school selection, or enrollment ~~decision~~ within five working days of receipt of the appeal.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the ~~homeless~~ liaison for homeless students at the county office of education.

CSBA NOTE: 42 USC 11432~~, as amended by P.L. 114-95,~~ provides that, during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school in which enrollment is sought during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and full participation in school activities.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

CSBA NOTE: 42 USC 11432 mandates that districts adopt policies and practices to ensure that transportation is provided to homeless students, at the request of the student's ~~or~~ parent/guardian or of the district liaison in the case of an unaccompanied youth, to and from the~~ir~~ school of origin as specified below.

In its ~~Non-Regulatory Guidance~~ "Education for Homeless Children and Youths Program Non-Regulatory Guidance," ~~the~~ USDOE states that the law imposes an affirmative obligation to transport homeless students, even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.

The district shall provide transportation for a homeless student to and from the student's ~~his/her~~school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's ~~his/her~~school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

CSBA NOTE: Education Code 48852.7 requires that the district provide transportation to a formerly homeless student with an~~individualized education program~~ IEP only if ~~that provides~~transportation is ~~as~~a necessary related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services for eligible homeless students.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an~~individualized education program~~ IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools.

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another

public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school ~~or agency~~ and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, the student ~~he/she~~shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that the student ~~he/she~~ did not complete at the ~~his/her~~ previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, the student ~~he/she~~ shall be enrolled in the same or equivalent course, if applicable, so that the student ~~he/she~~ may continue and complete the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to homeless students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the California Child Welfare Council's Partial Credit Model Policy and Practice Recommendations and should be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established ~~prescribed~~ by the Governing Board.

However, when a homeless student who has completed the ~~his/her~~ second year of high school transfers into the district from another school district or transfers between high schools within the district, the student ~~he/she~~ shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the ~~his/her~~ fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, ~~him/her~~ and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in the ~~his/her~~ third or fourth year of high school, the district shall use either the number of credits the student ~~he/she~~ has earned as of the date of the transfer or the length of the student's ~~his/her~~ school enrollment, whichever qualifies the student him/herfor the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for the student ~~him/her~~ how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if the student ~~he/she~~transfers to another school, including a charter school, or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within the ~~his/her~~ fifth year of high school, the Superintendent or designee ~~he/she~~ shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, ~~him/her~~ of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the ~~his/her~~ ability to gain admission to a postsecondary educational institution

2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for the student ~~him/her~~ if ~~he/she is~~ under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

CSBA NOTE: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A homeless student who enrolls in any district school shall ~~be immediately deemed to meet all residency requirements~~ have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, ~~, for participation~~ interscholastic sports administered by the California Interscholastic Federation ~~or other extracurricular activities~~. (Education Code 48850)

Notification, ~~and~~ Complaints, and Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of homeless students may be filed in accordance with the uniform complaint procedures (UCP) specified in 5 CCR 4600-4670. As with other complaints covered under the ~~uniform complaint procedures~~ UCP, a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the

complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Education Code 48852.6, as added by AB 27, requires the district and each district school that maintains a web site to post on the district and school web sites information related to homeless students' education, as specified in the following paragraphs.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850-48859	Education of students in foster care and students who are homeless, especially:
Ed. Code 48850	~~Participation of homeless students and foster youth in extracurricular activities and interscholastic sports~~ Academic achievement of students in foster care and homeless children

Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources	**Description**
California Child Welfare Council	Partial Credit Model Policy and Practice Recommendations
California Department of Education Publication	2021-22 Federal Program Monitoring Instrument, May 2021
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020 ~~January 30, 2007~~
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	California Community Colleges (https://www.cccco.edu)
Website	California Department of Education, Homeless Children and Youth Education
Website	California Interscholastic Federation (https://www.cifstate.org/landing/index)
Website	California State University (https://www.calstate.edu)
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center -
Website	University of California (https://www.universityofcalifornia.edu)
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities

Website	California Child Welfare Council (https://www.chhs.ca.gov/home/committees/california-child-welfare-council)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees

3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy

5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications

5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular and Cocurricular Activities (BP and AR)
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education

6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program

Policy Reference UPDATE Service
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Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Definitions

Homeless means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the homeless student attended the permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless students, which school shall be deemed the school of origin. (Education Code 48850, 48853;42 USC 11432)

Best interest means that, in making educational and school placement decisions for homeless student, consideration is given to, among other factors, education stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Student and Family Services Manager

4350 Otay Mesa Road

San Ysidro, CA 92173

(619) 428-4476

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies

2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

6. Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

9. Ensure that school personnel providing services to homeless students receive professional development and other support

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school

of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the Superintendent or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

4. Has missed application or enrollment deadlines during any period of homelessness

The Superintendent or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the Superintendent or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district

2. An explanation of why the action is proposed or refused

3. A description of any other options the district considered and the reasons that any other options were rejected

4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources

5. Appropriate timelines to ensure any relevant deadlines are not missed

6. Contact information for the district liaison and state coordinator, and a brief description of their roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position

2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide them a copy of the dispute form they submit for their records

5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
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Ed. Code 48852.6	Web site posting of information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion, homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal References	Description
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20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources References	Description
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California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	California State University - https://simbli.eboardsolutions.com/SU/HWPZz3HziVpluslQvvt9lfVuA==
Website	University of California - https://simbli.eboardsolutions.com/SU/ePWe6bf8qWHxo5C46jpluswqw==

Website	California Department of Education, Homeless Children and Youth Education - https://simbli.eboardsolutions.com/SU/PJfdEy2JFWVslacXpluseoqlA==
Website	National Center for Homeless Education at SERVE - https://simbli.eboardsolutions.com/SU/bhykhozPF5JgwF1cDVEZhA==
Website	National Homelessness Law Center - https://simbli.eboardsolutions.com/SU/bfdbHwxWmqEm0vIuLG5daw==
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities - https://simbli.eboardsolutions.com/SU/hejIslsh9el7BC8rRkMVLthGg==
Website	California Community Colleges - https://simbli.eboardsolutions.com/SU/fu5WNHiEP7hJIaE4gwN73Q==
Website	California Interscholastic Federation - https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOlNMN9mtFkcAjmEbYOgA==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
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1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==

3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/GAdTfvpzgmsFFNi3s6pYKg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2glJqdyg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/AKPJOKwwzRYWQQEdVtKxAA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/Ny7YU3vDyLU4bVvSmqWfMg==
5111	Admission - https://simbli.eboardsolutions.com/SU/ggClQfDwslshpV97BtplusBPZYpA==

5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLl2Aw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==

5145.6-E PDF(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==

6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhcLzTiYZOg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuIy7msl23xyw==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==

Exhibit 6173-E(1): Education For Homeless Children

Original Adopted Date: 07/01/2005 | **Last Revised Date:** 03/01/2022 | **Last Reviewed Date:** 03/01/2022

Status: ADOPTED

DISTRICT EXPLANATION OF DECISION
RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT

Note: The following form should be revised to reflect district practice. In its, "~~Non-Regulatory Guidance~~ Education for Homeless Children and Youths Program Non-Regulatory Guidance," the U.S. Department of Education recommends that the written statement of any decision regarding a homeless student's eligibility, school selection, or enrollment include the elements specified below. See the accompanying administrative regulation.

Instructions: The following form provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.

Date:_____ Name of person completing form:_____
Title:_____ Phone number:_____

In accordance with the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), this notification is being provided to either:

Name of parent(s)/guardian(s): _____

Name of unaccompanied student: _____

School requested:_____

District's placement decision (name of school):_____

Description of ~~aAction~~(s) proposed/refused by the district related to eligibility, school selection, or enrollment, including an explanation of why the action(s) is proposed/refused:

_____

_____

_____

_____

_____

The district's determination regarding eligibility, school selection, or enrollment was based upon the following evidence ~~and for the following reasons~~:

_____

_____

_____

_____

Other options ~~that~~ the district considered, if any, ~~included the following options~~ which were rejected for the following reasons:

_____

_____

_____

_____

_____

Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:

_____

_____

_____

_____

_____

You have the right to appeal this decision to the district Superintendent. To do so, contact the district's homeless liaison listed below within the next ___(insert number of days)___ days to request a Dispute Form. You may provide written or oral~~verbal~~ documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of the~~his/her~~ decision within ___(insert number of days)___ days.

If you are not satisfied with the Superintendent's decision, you may appeal to the _____(insert county name)_____ County Office of Education (COE). If you are not satisfied with the ~~county office's~~COE's decision, you may then appeal to the California Department of Education (CDE). The district's homeless liaison can assist you with this appeal.

CONTACT INFORMATION:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. The liaison~~He/she~~ is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison:_____

Address:_____

Email Address:_____

Phone number:_____

County Liaison: If you appeal the district's decision to the ~~county office of education~~COE, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the ~~county office~~COE. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials~~. He/she will~~ and notify you of the decision.

Name of County Office of Education homeless liaison:_____

Address:_____

Email Address:_____

Phone number:_____

State Coordinator: If you appeal the ~~county office's~~COE's decision to ~~the California Department of Education~~CDE, the county homeless liaison shall forward all written documentation and related paperwork to ~~the State Homeless Coordinator~~CDE's Homeless Education Program. The state coordinator will review the district, ~~county~~ officeCOE, and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator:_____

Address:_____

Email Address:_____

Phone number: _____

RIGHTS:

Pending the final resolution of this dispute, including the period of all appeals, the student has the right to immediately enroll in the school requested and to participate fully in school activities at that school.

Policy Reference UPDATE Service
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Exhibit 6173-E(2): Education For Homeless Children

Original Adopted Date: 07/01/2005| **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

Status: ADOPTED

DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared orally~~verbally~~ with the district's liaison for homeless students.

Date submitted:_____

Student's name:_____

Name of person completing form:_____

Relation to student:_____

Address:_____

Email address:_____

Phone number:_____

Name of school requested:_____

I wish to appeal the eligibility, school selection, or enrollment decision made by:

☐ District liaison ☐ District Superintendent ☐ County office of education liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation orally~~verbally~~.

_____

_____

_____

I have been provided with:

☐ A written explanation of the district's decision

☐ Contact information for the district's homeless liaison

- ☐ Contact information for the county office of education's homeless liaison
- ☐ Contact information for the state homeless coordinator
- ☐ A copy of this dispute form

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD BYLAW 9322 - AGENDA/MEETING MATERIALS

BACKGROUND INFORMATION:

The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of revised Board Policies (BP), Administrative Regulations (AR) and Exhibits:

- Revised Board Bylaw 9322 - Agenda/Meeting Materials

RECOMMENDATION:
Approve the first reading and adoption of revised board bylaw 9322 - Agenda/Meeting Materials.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** 03/2022 | **Last Reviewed Date:** 03/2022

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

CSBA NOTE: Government Code 54954.2 requires Governing Board meeting agendas to briefly describe each item to be discussed, including closed session items, and states that a brief general description of an item generally need not exceed 20 words. For information regarding the different types of meetings and meeting location requirements, including teleconferenced meetings, see BB 9320 - Meetings and Notices. For agenda requirements regarding closed session agenda items, see BB 9321 - Closed Session Purposes and Agendas.

Each agenda shall state the meeting time and location~~place~~ and shall briefly describe each ~~business~~ item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by ~~of~~ a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, ~~at that meeting~~ and ~~that~~ the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda for a regular meeting must include the address of the location where the public can inspect any materials that are related to an open session item and are distributed to the Board less than 72 hours before that meeting. See section below entitled "Agenda Dissemination to Members of the Public."

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

CSBA NOTE: Government Code 54954.2 requires that the agenda include information regarding how, when, and to whom a request for a disability-related accommodation or modification may be made. See BB 9320 - Meetings and Notices. The following paragraph should be modified to reflect district practice as to when and to whom such a request should be made.

The agenda shall include information regarding how, when, and to whom a request for ~~should be made if an individual requires~~ disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 49073.2, the Board is prohibited from including in its minutes a student's directory information, as defined in Education Code 49061, or a parent/guardian's personal information, as defined in Education Code 49073.2, when the student or parent/guardian has provided the Board with a written request that such information be excluded; see BB 9324 - Minutes and Recordings. In order to notify students and parents/guardians of the right to request that such information be withheld, the Board should consider including a statement in each agenda.

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

CSBA NOTE: Education Code 35145.5 mandates that the Board adopt reasonable regulations to ensure that members of the public can place matters directly related to district business on Board meeting agendas. The following paragraph, including the timeline, should be revised to reflect district practice. Districts are free to establish their own timeline for placing an item on the agenda, taking into account staff time and resources, as long as the established timeline is a reasonable one. In *Caldwell v. Roseville Joint Union High School District*, a federal district court upheld a district bylaw requiring members of the public to submit a written request in order to place items on a meeting agenda. The case involved an alleged violation of the plaintiff's ~~had alleged that his~~ First Amendment rights ~~were violated~~ when the district did not place ~~his~~ an item on the agenda in response to ~~his~~ the plaintiff's oral request because the district disagreed with the plaintiff's~~his~~ religious beliefs. However, the court held that the district's bylaw requiring that requests first be made in writing was content-neutral and thus a reasonable restriction.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

CSBA NOTE: In *Mooney v. Garcia*, a California appeals court reaffirmed the board's discretion in determining whether an agenda item is related to school district matters.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information ~~or whether the issue is covered by an existing policy or administrative regulation~~, and if so, respond accordingly.

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

CSBA NOTE: The following optional paragraph is for boards that use the consent agenda or calendar to take action on matters of a routine nature for which discussion may not be necessary. It is important for such boards to limit the use of the consent agenda to noncontroversial matters and to establish rules that help ensure that any use of the consent agenda does not reduce transparency in the board's conduct of district business or result in violation of the open meeting laws. In addition, boards should be aware that, by law, certain items may not be placed on the consent agenda. For example, pursuant to Government Code 54960.2, a board's decision to approve or rescind its unconditional commitment to refrain from taking certain actions in violation of the Brown Act must be made as a separate item and not on the consent agenda. See BB 9323.2 - Actions by the Board.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item ~~that~~ has ~~not~~ been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

CSBA NOTE: The following section is optional and should be modified to reflect district practice. Pursuant to Government Code 6252.7, when the Board, in the conduct of its duties, is authorized by law to access any writing of the Board or district, including agenda and supporting documents, the district is prohibited from discriminating between or among Board members as to when and which writing ~~records~~ will be made available.

CSBA's GAMUT Meetings, an electronic board meeting agenda service for use by districts, county offices of education, and the public allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting of the Board must be posted at least 72 hours prior to the meeting on the district's web site, if it has one, and at a location that is freely accessible to the public. The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time, including evening hours, during the 72 hours immediately preceding the meeting. Also see BB 9320 - Meetings and Notices.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

CSBA NOTE: Government Code 54954.2 requires that the agenda for any meeting occurring on or after January 1, 2019, be posted on the homepage of the district web site, if it has one, in accordance with law. Districts that use an integrated agenda management platform, such as CSBA's GAMUT Meetings, may provide a direct link on the homepage of the district's web site to access agendas posted on the platform. Pursuant to Government Code 54954.2, the link must not be solely accessible through a contextual menu, and the agenda must be posted in a format which is retrievable, downloadable, indexable, electronically searchable by commonly used Internet search applications, available to the public free of charge, and without any restriction that would impede the reuse or redistribution of the agenda.

The Attorney General has opined in (99 Ops. Cal. Atty. Gen. 11 (2016)) that the Brown Act regular meeting online agenda posting provision contained within Government Code 54954.2 is not necessarily violated when a local agency's web site experiences technical difficulties that cause the agenda to become inaccessible to the public for a portion of the 72 hours that precede the scheduled meeting. If the local agency has otherwise substantially complied with the Brown Act agenda posting requirements, the legislative body may lawfully hold its regular meeting as scheduled.

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

CSBA NOTE: The following paragraph is for districts that have a web site and should be deleted by districts that do not have a web site. Pursuant to Government Code 54954.1, as amended by SB 274 (Ch. 763, Statutes of 2021), any district with a web site is required to email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet if a person requests that such items be delivered by email, as specified below.

The Superintendent or designee shall email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

CSBA NOTE: The following optional paragraph is for use by districts that charge a fee for mailing the agenda or agenda packet. Government Code 54954.1 authorizes districts to charge a fee for mailing the agenda or agenda packet as long as the fee does not exceed the cost of providing the service. Pursuant to Government Code 54957.5, a surcharge may not be imposed for providing the agenda and other public record documents in alternative formats to persons with disabilities.

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the ~~Public Records Act~~ PRA. (Government Code 54957.5)

CSBA NOTE: Pursuant to Government Code 54954.1, upon request, the agenda and supporting documentation must be made available in appropriate alternative formats to persons with a disability, as required under the Americans with Disabilities Act (42 USC 12132). Examples of alternative formats, also referred to as "auxiliary aids and services," are listed in 28 CFR 36.303 and include accessible electronic and information technology, audio recordings, or Braille materials.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 49061	Student records; definitions
Ed. Code 49073.2	Meeting minutes; directory or personal information
Gov. Code 53635.7	Separate item of business for borrowing of $100,000 or more
Gov. Code 54954.1	Request for copy of agenda or agenda packet by member of public~~Mailed notice to property owners~~
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings

Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 6250-6270	California Public Records Act
Gov. Code 95000-950~~29~~04	California Early Intervention Services Act

Federal	**Description**
28 CFR 35.160	Effective communications
28 CFR 36.303	Auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Attorney General Opinion	99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018~~5~~
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019~~4~~
Website	CSBA (https://www.csba.org/gamut)
Website	California Attorney General's Office

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1112	Media Relations
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures

1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3312	Contracts
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4312.1	Contracts
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
9012	Board Member Electronic Communications

9121	President
9122	Secretary
9130	Board Committees
9150	Student Board Members
9200	Limits Of Board Member Authority
9310	Board Policies
9320	Meetings And Notices
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session
9323	Meeting Conduct
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9323.2	Actions By The Board
9324	Minutes and Recordings (BB)

Policy Reference UPDATE Service
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Bylaw 9322: Agenda/Meeting Materials

Status: ADOPTED

Original Adopted Date: 04/11/2019 | **Last Reviewed Date:** 04/11/2019

Agenda Content

Board of Education meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet may be required to pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation; regulations
Ed. Code 49061	Student records; definitions
Ed. Code 49073.2	Privacy of student and parent/guardian personal information
Gov. Code 53635.7	Separate item of business for borrowing of $100,000 or more
Gov. Code 54954.1	Request for copy of agenda or agenda packet by member of public
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings
Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 6250-6270	California Public Records Act
Gov. Code 95000-95004	California Early Intervention Services Act

Federal References	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
42 USC 12101-12213	Equal opportunity for individuals with disabilities

Management Resources References	Description
Attorney General Opinion	99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Website	California Attorney General's Office - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==

1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
1312.2	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/6YK5NnnN8ixS9KaVUY9VtA==
1312.2	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/RJT1ZA7mYf5cFplusxhlsOFHw==
1312.2-E PDF(1)	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/fwwslshKKNNJQPHBSr8eBRx3g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIAvmPplusi7w==
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/mc8TAySPJlIM6slshnaHBT34w==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/DYgYwNUc3KVMCJCgFYXslshLQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==

3320	Claims And Actions Against The District - https://simbli.eboardsolutions.com/SU/snI7UuC2a2TuCuBYc9Cslsh2g==
3320	Claims And Actions Against The District - https://simbli.eboardsolutions.com/SU/XZqh0YeMnwcUsslshtxvPGogA==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/mx70qzqnj48uAUY9I9m7fg==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/rf9plusYmtsgv6hznQC3ipMplusQ==
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/EoZiZhrplusD2n6Z25P848uBQ==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/zBDaaRxMplus3plusaFBvIgwdRslshg==
9121	President - https://simbli.eboardsolutions.com/SU/8slshPL9Q8nAVREDDgLy0oPJQ==
9122	Secretary - https://simbli.eboardsolutions.com/SU/NxQKPpluspC9BNRGF9lrpToHA==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/MUANAHffhFXRiSlbxt8hmw==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/yaMTwdI9DALoCYwkKwgn0w==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/l2YokBslshSxZvKHkFPYV8weA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==
9323	Meeting Conduct - https://simbli.eboardsolutions.com/SU/9Iaby80MtuvXIEgSslsh21ZFA==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/HYbc3y30dclhkp5Y1plusx49w==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/Mghslsh8AyxyEBhj9tbPplusca6g==
9323.2-E PDF(2)	Actions By The Board - https://simbli.eboardsolutions.com/SU/TNeJrr1bk8B4EvwSDHqgHg==
9324	Minutes And Recordings - https://simbli.eboardsolutions.com/SU/3splusXoQn6mN4Y9TWBBVFGzg==

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED CLASSIFIED MANAGEMENT/CONFIDENTIAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, the San Ysidro School District recommends the adoption of the attached revised Classified Management/Confidential Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve/Ratify the revised 2021-2022 Classified Management/Confidential Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition # --

-- (Amount)

-- (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	241
Holidays	19
Non-Work Days	1

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021						
1 2						7/5 - In lieu of Independence Day - Legal Holiday
5 6 7 8 9						
12 13 14 15 16						
19 20 21 22 23						
26 27 28 29 30	5	21	1	0	0	
August, 2021						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	22	22	0	0	0	
September, 2021						
1 2 3						
6 7 8 9 10						9/6 - Labor Day - Legal Holiday
13 14 15 16 17						
20 21 22 23 24						9/20 - 10/1 Student Fall Break
27 28 29 30	12	21	1	0	0	
October, 2021						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	20	21	0	0	0	
November, 2021						
1 2 3 4 5						
8 9 10 11 12						11/11 - Veteran's Day - Legal Holiday
15 16 17 18 19						11/24 - Admission Day - Legal Holiday
22 23 24 25 26						11/25 - Thanksgiving - Legal Holiday
29 30	16	18	4	0	0	11/26 - Thanksgiving - Local Holiday
December, 2021						
1 2 3						12/20 - 1/10 Student Winter Break
6 7 8 9 10						12/23 - In lieu of Christmas Day - Legal Holiday
13 14 15 16 17						12/24 - Christmas Eve - Legal Holiday
20 21 22 23 24						12/30 - Floating Holiday
27 28 29 30 31	13	19	4	0	0	12/31 - New Year's Eve - Legal Holiday

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022						
3 4 5 6 7						1/3 - In lieu of New Year's Day - Legal Holiday
10 11 12 13 14						
17 18 19 20 21						
24 25 26 27 28						1/17 - Martin Luther King Jr. - Legal Holiday
31	14	19	2	0	0	
February, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						2/18 - A. Lincoln - Legal Holiday
21 22 23 24 25						2/21 - G. Washington - Legal Holiday
28	18	18	2	0	0	
March, 2022						
1 2 3 4						
7 8 9 10 11						
14 15 16 17 18						3/21 - 4/4 Student Spring Break
21 22 23 24 25						3/30 - Spring Holiday
28 29 30 31	14	20	2	0	0	3/31 - Cesar Chavez - Local Holiday
April, 2022						
1						
4 5 6 7 8						
11 12 13 14 15						
18 19 20 21 22						
25 26 27 28 29	19	21	0	0	1	
May, 2022						
2 3 4 5 6						
9 10 11 12 13						
16 17 18 19 20						
23 24 25 26 27						
30 31	21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022						
1 2 3						
6 7 8 9 10						
13 14 15 16 17						6/17 - In lieu of Juneteenth 2021 - Legal Holiday
20 21 22 23 24						6/20 - Juneteenth - Legal Holiday
27 28 29 30	6	20	2	0	0	

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED CERTIFICATED CABINET WORK CALENDAR

BACKGROUND INFORMATION:
In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, the San Ysidro School District recommends the adoption of the attached revised Certificated Cabinet Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve/Ratify the revised 2021-2022 Certificated Cabinet Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition # --

-- (Amount)

-- (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Certificated Cabinet
225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	21	1	0	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	21	1	0	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	21	0	0	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	19	3	0	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	20	3	0	12/31 - New Year's Eve - Legal Holiday
					88	124	8	0	

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	19	2	0	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	21	2	0	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
		1	2	3					
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	21	1	0	6/20 - Juneteenth - Legal Holiday
					92	120	8	1	

Certificated Cabinet members must select 20 non-work days with approval from the Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED CERTIFICATED COORDINATORS/DIRECTORS WORK CALENDAR

BACKGROUND INFORMATION:

In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, the San Ysidro School District recommends the adoption of the attached revised Certificated Coordinators/Directors Work Calendar for the 2021-2022 school year.

RECOMMENDATION:

Approve/Ratify the revised 2021-2022 Certificated Coordinators/Directors Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition # --

-- (Amount)

-- (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	19	1	2	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	16	1	5	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	21	0	0	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	16	3	3	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	13	3	7	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	17	2	2	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	19	2	2	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
		1	2	3					
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	17	1	4	6/20 - Juneteenth - Legal Holiday

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED PRINCIPALS/ASSISTANT PRINCIPALS WORK CALENDAR

BACKGROUND INFORMATION:
In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, the San Ysidro School District recommends the adoption of the attached revised Principals/Assistant Principals Work Calendar for the 2021-2022 school year.

RECOMMENDATION:
Approve/Ratify the revised 2021-2022 Certificated Principals/Assistant Principals Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition # --

-- (Amount)

-- (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	15	1	6	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	12	1	9	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	20	0	1	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	16	3	3	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	13	3	7	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	15	2	4	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	14	2	7	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
		1	2	3					
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	15	1	6	6/20 - Juneteenth - Legal Holiday

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE ADMINISTRATOR

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Manuela Colom employment in the management position, Substitute Senior Management, effective as early as July 1, 2022. As a Substitute Administrator, Ms. Colom will be responsible for performing the job duties of the assigned administrator position.

RECOMMENDATION:
Approve the offer of employment for Manuela Colom as Substitute Senior Management, effective as early as July 1, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$667.48/day
(Amount)

General
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

Manuela Colom
994 Rosal Court
Chula Vista, CA 91910

The Board of Trustees hereby offer you employment in the management position, Substitute Senior Management on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$667.48**

2. Your interim service in the above named position will begin as early as July 1, 2022. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Substitute Administrator you will be responsible for performing the job duties of the assigned administrator position.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. Said salary shall not exceed the allowable STRS income limitations which is $48,428 for the 2022-2023 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children prior to beginning your employment with the District.

11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____

Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE:_____ SIGNED: _____

Manuela Colom

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
VIA: Gina A. Potter, Ed.D.
Superintendent

BOARD MEETING DATE: June 9, 2022
FROM:
Administration
Gima A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0039 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:
Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature's intent behind passing AB 361, as described in the bill itself, is "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

AB 361 will expire January 1, 2024.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361:

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026	April 14, 2022 - Regular Board Meeting - Resolution No. 21/22-0030	May 19, 2022 - Regular Board Meeting - Resolution No. 21/22-0037

Resolution No. 21/22-0039 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:
Approve Resolution No. 21/22-0039 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 21/22-0039

Resolution Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
>
> (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
>
> (A) The legislative body has reconsidered the circumstances of the state of emergency.
>
> (B) Any of the following circumstances exist:
>
> (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on June 9, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

Board President, Rudy Lopez

_____

Board Vice-President, Rosaleah Pallasigue

_____

Board Clerk, Irene Lopez

_____

Member, Antonio Martinez

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Maintenance, Operations,
Transportation & Facilities Dept.
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF UNIVERSAL TRANSITIONAL KINDERGARTEN FURNITURE AND SUPPLIES THROUGH PIGGYBACK AGREEMENT BETWEEN SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS AND LAKESHORE LEARNING MATERIALS (BID NO. 19/20-1273)

BACKGROUND INFORMATION:
The purpose of this piggyback agreement is to purchase Universal Transitional Kindergarten furniture and supplies due to Assembly Bill (AB) 130.

TK 5-year Eligibility Implementation

2021-22 School Year	Planning Stage	
2022-2023 School Year	Child Turns 5 | Sept 2 - Feb 2	Ratio: 1:12 | Avg 24 students
2023-2024 School Year	Child turns 5 | Sept 2 - Apr 2	Ratio: 1:10 | Avg. 20 students
2024-2025 School Year	Child turns 5 | Sept 2 - Jun 2	Ratio: 1:10 | Avg. 20 students
2025-2026 School Year	Child turns 4 by Sept 2	Ratio: 1:10 | Avg. 20 students

Pursuant to Public Contract Code 20118, the District would like to take advantage of the agreement established between the San Bernardino County Superintendent of Schools and Lakeshore Learning Materials (Bid No. 19/20-1273) "Piggyback" clause. This will not only be cost effective, but time effective as well.

RECOMMENDATION:
Approve purchases of Universal Transitional Kindergarten furniture and supplies through the piggyback agreement between the San Bernardino County Superintendent of Schools and Lakeshore Learning Materials (Bid No. 19/20-1273) pursuant to Public Contract Code 20118. This will be out of GO Bond funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

To be determined
(Amount)

GO Bonds
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Lakeshore®

May 4, 2022

San Ysidro School District
Attn: Lorena Varela-Reed
4350 Otay Mesa Road
San Ysidro, CA 92173

RE: San Bernardino County Superintendent of Schools Piggyback Bid

Dear Lorena Varela-Reed and San Ysidro School District staff,

Lakeshore is pleased to invite San Ysidro School District to utilize our awarded bid with San Bernardino County Superintendent of Schools for Furniture: Systems and Stand Alone, which permits piggybacking. Below is the information for this bid, and attached is Lakeshore's award notice and original bid submission for your records. Please be sure to reference the bid number on your purchase orders to receive the discount and freight terms.

Agency Name:	San Bernardino County Superintendent of Schools
Bid/Agreement Number & Name:	#19/20-1273 Furniture: Systems and Stand Alone
Terms:	5% Discount on non-sale items, no minimum purchase amount / Free shipping on orders over $50.00 shipping to one location within the contiguous United States. For orders under $50.00, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of $6.99.
Expiration Date:	06/30/2022

Please let me know if you have any questions. We appreciate San Ysidro School District's continued partnership with Lakeshore.

Sincerely,

Rafael Muro
Bid Supervisor
Lakeshore Learning Materials

Lakeshore®

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California limited liability company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on October 6, 2021; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Admin Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 4th day of May, 2022.

Bo Kaplan
Secretary

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990 • www.LakeshoreLearning.com

QUOTE 64492
Lakeshore Learning Materials
2695 E. Dominguez St Carson, CA 90895
(310)537-8600 (800)421-5354
www.lakeshorelearning.com

To contact your local representative,
Mark Rivas, please call (800) 421-5354

Bill to:

271700
SAN YSIDRO SCHOOL DIST
4350 OTAY MESA RD
SAN YSIDRO CA 92173
(619) 428-4476
LORENA VARELA REED

Ship to:

Please confirm address when ordering.

Comments:

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.

PRICES GOOD FOR 90 DAYS. ITEM AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER 64492 ON YOUR PURCHASE ORDER.

Entry date: 05/05/2022 SIs: 12 Your reference number: FURNITURE

Line	Item	Qty	Description	List	Price	Extended	Image
1	LC739	6	Flex-Space Mobile Teacher Desk - Modern Maple	$1,199.00	$1,139.05	$6,834.30	
			It's here—the versatile mobile desk teachers have been waiting for! The spacious desktop features a curved collaboration area that's perfect for working with kids one-on-one and an integrated wire management system to keep cords tucked away and tidy. Plus, it's made from rugged laminate on the top and underside—framed by a thick vinyl edgeband for lasting durability. There's even a locking, 3-drawer metal cabinet that's ideal for storing personal belongings, textbooks, files and more! Desk rolls easily on 6 locking casters. Assembly required. Desk measures 57"w x 24 1/2"d x 31"h. Lifetime warranty.				
2	LC517BU	18	Flex-Space Stacking Chair - 17 1/2" - Blue	$89.99	$85.49	$1,538.82	
			The contoured design of our super-sturdy stacking chairs guarantees years of comfortable seating! Heavy-gauge steel frames and legs are specially designed to resist tipping, while non-marring, self-leveling glides give maximum stability. Plus, the easy-to-clean polypropylene chairs even stack for storage. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.				
3	LK470	6	Just Like Home™ Seagrass Round Carpet	$271.83	$258.24	$1,549.44	
			Create a soft, welcoming space in the classroom with a comfortable carpet that captures the essence of home! Featuring a nature-inspired print in soothing blue and green tones, our soil-resistant round nylon carpet provides an ideal spot for children to enjoy playtime, storytime or quiet time. Carpet diameter measures 6'. Carpet meets a Class I rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code.				
4	AA690	6	Heavy-Duty Adjustable Round Table - 30" Diameter	$259.00	$246.05	$1,476.30	
			Our heavy-duty adjustable tables combine the timeless appeal of wood with the durability of laminate! Each table has kid-friendly details like rounded corners & vinyl edging, plus a thick 1 1/4" tabletop that wipes clean and resists scratches and stains. The super-sturdy steel legs even adjust to the perfect height...and come with tough nylon tips to protect classroom floors! Easy assembly. Chairs sold separately below. Lifetime warranty. Out of stock--ship by 05/26/22.				

Line	Item	Qty	Description	List	Price	Extended	Image
6	JJ726	6	Classic Birch Space-Saver Writing Center	$529.00	$502.55	$3,015.30	
Our space-saving, all-in-one writing center has room for 2 children to work side by side—with plenty of storage space to keep materials and supplies right where kids need them! Durable hardwood unit has a compact design to maximize classroom space...with a roomy tabletop that features a laminate surface for easy, wipe-clean care. Plus, handy shelves and cubbies let you keep paper, pencils and other writing supplies right at kids' fingertips...there's even a recessed shelf on top for extra supplies! Assembly required. Supplies not included. Chairs sold separately below. Center measures 36 1/4"w x 24"d x 37 3/4"h. Tabletop measures 21 1/2" high. Fits chairs 11 1/2"-13 1/2" high. Lifetime warranty.							
7	DG242	6	Heavy-Duty Preschool Storage Unit	$659.00	$626.05	$3,756.30	
Convenient storage that's perfectly sized for your classroom! Our sturdy unit gives children easy access to tons of toys and classroom materials—with 5 spacious, divided compartments at just the right height for preschoolers. The rugged unit also features wipe-clean laminate surfaces, plus rounded corners with protective edgebands for safety. Unit measures 46 1/2"w x 15"d x 30"h. Lifetime warranty.							
8	LC845BU	6	Flex-Space Ergo Glide Mobile Chair - 17 1/2" - Blue	$199.00	$189.05	$1,134.30	
All the comfort and support of our Flex-Space Ergo Bounce Cantilever Chairs but with 4 smooth-rolling casters—for ultimate flexibility! Featuring steel frames and durable backs, these chairs promote proper posture while providing the perfect amount of give...and come in 3 seat heights for exactly the right fit. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.							
9	LK357	6	Flex-Space Jr.™ Mobile Group Table	$899.00	$854.05	$5,124.30	
Our mobile table is a breeze to move—providing the flexibility and versatility every 21st-century early childhood classroom needs! Perfect for all sorts of group activities, the curved, horseshoe-shaped table keeps children in easy view and reach of teachers. It features a natural-looking, wipe-clean tabletop, with rugged laminate on both the surface and underside for added durability—surrounded by a thick vinyl edgeband to endure years of tough use. The table even has a full-steel frame for maximum stability and strength, and locking casters for easy and convenient mobility. Plus, the legs are fully adjustable, so the table is always at exactly the right height for all of your students. Easy assembly. Table measures 72"w x 48"d. Adjusts from 18" to 26" high. Table fits chairs 9 1/2" to 17 1/2" high. Lifetime warranty.							
10	LK518	12	Flex-Space Mobile 12-Cubby Storage Unit - Modern Maple	$1,499.00	$1,424.05	$17,088.60	
Organize and store materials, backpacks and more with our roomy mobile storage unit! Featuring 12 extra-deep cubbies, this durable laminate unit has 4" locking casters that make it a breeze to move anywhere in the classroom. Unit measures 42"w x 19"d x 61"h. Each cubby measures 13"w x 18"d x 13"h. Lifetime warranty.							
11	JJ443SS	228	Colors of Nature® Stacking Chair - 13 1/2" - Summer Sand	$59.99	$56.99	$12,993.72	
Our Colors of Nature chairs are extra-comfortable and classroom-tough—and come in a huge range of sizes to fit children and adults! Our super-rugged chairs feature easy-to-clean polypropylene seats, heavy-gauge steel frames and color-coordinated legs with self-leveling, non-marring glides. Plus, the easy-stacking chairs are designed to resist tipping—for maximum stability to keep children safe! Measurements given are for seat heights. For help matching chair sizes to tables, see the size chart. Lifetime warranty.							
12	LK353	18	Flex-Space Jr.™ Mobile Rectangular Table - 30" x 60"	$649.00	$616.55	$11,097.90	
Our mobile tables are a breeze to move—providing the flexibility and versatility every 21st-century early childhood classroom needs! Each rectangular table features a natural-looking, wipe-clean tabletop, with rugged laminate on both the surface and underside for added durability—surrounded by a thick vinyl edgeband to endure years of tough use. The tables even have full-steel frames for maximum stability and strength, and locking casters for easy and convenient mobility. Plus, the legs are fully adjustable, so the tables are always at exactly the right height for all of your students. Easy assembly. Lifetime warranty.							

Line	Item	Qty	Description	List	Price	Extended	Image
13	EE365	6	Space-Saver Mobile Art Center	$479.00	$455.05	$2,730.30	

Make the most of your classroom space—with a mobile, double-sided easel that has a drying rack built right in! Kids just clip on paper—like our Newsprint Easel Paper—to draw and paint on the roomy write & wipe surfaces. When they're done creating, kids can slide their artwork right onto the drying rack below—so their artwork dries flat and safely out of the way. The drying rack features 6 roomy shelves...and the easel has 4 locking casters, so you can roll it anywhere—and lock it into place! Center includes 4 easel clips and 2 plastic trays to store supplies. Simple assembly. Accessories sold separately below. Center measures 26"w x 19 1/2"d x 48"h.
Write & wipe surfaces measure 24".
Drying rack shelves hold paper up to 18" x 24".
Out of stock--ship by 08/23/22.

15	LK129	6	Flex-Space Jr.™ Clear-View Bins - Set of 8	$119.00	$113.05	$678.30	

Set includes 8 roomy, see-inside plastic bins—perfectly sized for the extra-deep cubbies in our Flex-Space Jr.™ Mobile Holds-It-All Storage Unit (sold separately); each bin measures 16 3/4" x 9" x 4 1/2" high.

16	LK230	6	Flex-Space Jr.™ Mobile Holds-It-All Storage Unit	$1,099.00	$1,044.05	$6,264.30	

With 4 rows of extra-deep compartments in a wide variety of sizes, this mobile unit really does hold it all—for limitless storage possibilities! Our wipe-clean laminate unit has 2 big compartments on top that hold lots of materials in all shapes and sizes, plus a super-wide shelf in the middle for large, hard-to-store items like game boxes and art paper. On bottom, there are 8 handy cubbies for smaller supplies—perfect alone or with our Clear-View Bins (sold separately below). Best of all, the versatile unit easily rolls anywhere on four heavy-duty 4" locking casters and features a full-steel frame for maximum stability and strength and rounded edges for safety. Unit measures 46 1/2"w x 18 3/4"d x 38"h.

Lifetime warranty.

17	LK356	6	Flex-Space Jr.™ Mobile Trapezoid Table	$639.00	$607.05	$3,642.30	

Our mobile table is a breeze to move—providing the flexibility and versatility every 21st-century early childhood classroom needs! Perfect for all kinds of activities, the trapezoid table seats up to 5 children...or you can push two tables together to create even bigger groups! It features a natural-looking, wipe-clean tabletop, with rugged laminate on both the surface and underside for added durability—surrounded by a thick vinyl edgeband to endure years of tough use. The table even has a full-steel frame for maximum stability and strength, and locking casters for easy and convenient mobility. Plus, the legs are fully adjustable, so the table is always at exactly the right height for all of your students. Easy assembly. Table measures 60"w x 30"d.
Adjusts from 18" to 26" high.
Table fits chairs 9 1/2" to 17 1/2" high.

Lifetime warranty.

18	FF624	6	Comfy Corner Listening Center	$599.00	$569.05	$3,414.30	

Place this comfy nook in any classroom corner...and create a quiet, cozy listening center! Our center features a wooden storage unit that holds all your listening center equipment—from a CD player and junction box to headphones, CDs and books—plus a comfy padded seating area for up to 2 children at once. The 3 dense foam seating pieces attach securely with hook & loop fastener—and they're covered in wipe-clean vinyl for easy cleanups. CDs and books not included. Audio equipment sold separately below. Center measures 41"w x 41"d x 10"h.

19	LC498	6	Outdoor Privacy Nook	$1,299.00	$1,234.05	$7,404.30	

Provide a shady outdoor space where children can rest, relax, flip through a good book and more! Made from all-weather plastic that looks just like real wicker, our nook creates a welcoming place for up to 2 children to sit and enjoy some quiet time. It includes a comfortable, dense foam cushion with a fade-resistant, machine-washable cover. Plus, the nook features adjustable feet that make leveling a cinch on any surface...and its open design keeps children in view. Nook measures 36"w x 40"h.

Line	Item	Qty	Description	List	Price	Extended	Image
20	DD380X	6	Calming Colors® Soft Seats - Set of 5 Colors	$99.49	$94.52	$567.12	

Creating comfortable seating on the floor is a cinch with our soft seats! Made of easy-care, wipe-clean vinyl, the seats are filled with super-soft stuffing that makes them extra-comfortable—and a classroom hit! Seats measures 15" in diameter.

21	LC820	6	Natural Accents Ocean Classroom Carpet - 4' x 6'	$169.00	$160.55	$963.30	

Add a natural element to any space...with plush carpets that look like the ocean floor! Perfect for learning centers, each soil-resistant nylon carpet is super-soft—providing a welcoming spot for children to sit, read and play.

22	DD420SG	12	Calming Colors® Premium Beanbag Seat - Sage Green	$89.99	$85.49	$1,025.88	

Perfect for reading areas and other small spaces, our beanbag seats provide cozy seating in relaxing colors! Each has a wipe-clean vinyl cover that includes a stitch-closed zipper to keep the polystyrene beads inside.

23	LM145	6	Natural Color Big Bins - Set of 3	$36.99	$35.14	$210.84	

Extra-rugged storage bins—in a neutral tan color that adds a natural touch to the classroom! Our heavy-duty plastic bins make it easy to organize all sorts of materials—from storytelling kits and puppets to books and manipulatives...and they even nest for convenient storage when not in use. Set includes 3 bins—perfectly sized for the extra-deep cubbies in our Flex-Space Jr.™ Mobile Book Center (sold separately); each bin measures 16 3/4" x 12 1/4" x 6" high.

24	LK244	6	Flex-Space Jr.™ Mobile Book Center	$899.00	$854.05	$5,124.30	

An easy-view, easy-reach book center—on wheels! Our mobile unit has 3 compartments on top that hold tons of books, plus 3 rows of angled shelves to display select titles right where children can see and reach them. On bottom, there are 3 roomy, extra-deep storage cubbies to organize everything from storytelling kits to puppets and props—with or without our Natural Color Big Bins (sold separately below). The wipe-clean laminate center features a sturdy, full-steel frame for maximum stability and strength and rounded edges for safety. Plus, the four heavy-duty 4" locking casters make it a breeze to move the unit to rearrange your classroom for naptime or special events. Center measures 42"w x 18 3/4"d x 35 1/2"h.

Lifetime warranty.
Out of stock--ship by 06/28/22.

26	LM115	6	Clear-View Bins - Set of 5	$54.50	$51.78	$310.68	

End the "What's inside?" guessing game with our Clear-View Bins. The bins are ideal for storing toys, manipulatives, supplies—you name it! Each bin measures 13 1/2"l x 8"w x 5"h.

27	EE216	6	Mobile Listening & Storage Center	$679.00	$645.05	$3,870.30	

An instant listening center and easy-access storage space for all your music supplies—in one compact unit! Hardwood center has plenty of room on top for your player and junction box, with 8 built-in grooves that keep headphones in easy reach. Plus, there's tons of storage space below, including 2 slide-out bins, 3 shelves for CDs and a large cubby that's roomy enough for big books. Best of all, the unit rolls on sturdy, locking casters—so you can set up a listening center anywhere! Equipment sold separately below. Center measures 30"w x 17 3/4"d x 30"h.
Lifetime warranty.
Out of stock--ship by 09/26/22.

29	LK231	30	Flex-Space Jr.™ Mobile Preschool Storage Unit	$879.00	$835.05	$25,051.50	

With 2 rows of storage compartments at just the right height for preschoolers, our mobile unit lets you keep materials neat and organized—and roll them right where you need them! The rugged unit has a full-steel frame for maximum stability and strength and rounded edges for safety, plus extra-deep, easy-access shelves to hold a wide variety of items. The durable, wipe-clean laminate unit features four heavy-duty 4" locking casters that fully rotate, so the unit is a breeze to move for cleaning or rearranging your classroom. Unit measures 46 1/2"w x 18 3/4"d x 31 1/2"h.

Lifetime warranty.

Line	Item	Qty	Description	List	Price	Extended	Image
30	DG128	6	Heavy-Duty All-In-One Kitchen	$1,199.00	$1,139.05	$6,834.30	
A microwave, a stove, an oven, a sink, a refrigerator and lots of storage space—all in one heavy-duty unit built to withstand years of pretend play! Our rugged, wipe-clean laminate kitchen has tons of authentic details—from a stainless steel faucet and plastic molded handles to real-turning knobs, easy-open doors and more. Play dishes and food sold separately. Unit measures 52"w x 16 1/8"d x 44 1/2"h. Lifetime warranty. Out of stock--ship by 07/15/22.							
32	FF660	6	Help-Yourself Dress-Up Center	$599.00	$569.05	$3,414.30	
Keep dress-up clothes and accessories neat—and right where kids can reach them! Our child-sized center lets kids find and put away their own costumes—with rounded double coat hooks for hanging clothing, plus easy-access shelves and cubbies that keep hats and props super-organized. Heavy-duty, wipe-clean laminate center has 3 big cubbies sized to hold our Dishwasher-Safe Plastic Baskets (sold separately below)—for added organization. Center measures 28"w x 16 1/8"d x 41 5/8"h. Lifetime warranty.							
33	LA201	6	Unit Block Storage Cabinet - Starter Set	$399.00	$379.05	$2,274.30	
Keep your classroom blocks neat, organized and accessible! Our roomy cabinet has storage space for tons of blocks—with easy-rolling casters that let you transport the blocks anywhere in the room. We've included labels that show where each block belongs, so children can put them away by themslves! Hardwood storage cabinet perfectly stores our Hardwood Unit Blocks - Starter Set and Soft Unit Blocks - Starter Set (sold separately below). Cabinet measures 24"w x 12"d x 24"h. Lifetime warranty.							
34	LK126	6	Flex-Space Jr.™ Clear-View Bins - Set of 6	$89.49	$85.02	$510.12	
Set includes 6 roomy, see-inside plastic bins—perfectly sized for the extra-deep cubbies in our Flex-Space Jr.™ Mobile Cubbies & Shelves Storage Unit (sold separately); each bin measures 16 3/4" x 9" x 4 1/2" high.							
35	LK227	6	Flex-Space Jr.™ Mobile Cubbies & Shelves Storage Unit	$1,099.00	$1,044.05	$6,264.30	
Organize and store a variety of classroom essentials—large, small and everything in between! Our mobile unit has 2 big shelves that are both deep and wide, so you can easily fit oversize and hard-to-store materials. Plus, the 6 handy cubbies are perfect for smaller items—with or without our Clear-View Bins (sold separately below). The easy-care, wipe-clean laminate unit also features a full-steel frame for maximum stability and strength...rounded edges for safety...and four heavy-duty 4" locking casters for convenient mobility anywhere you need it. Unit measures 54"w x 18 3/4"d x 31 1/2"h. Lifetime warranty.							
36	GG358	6	A Spot for Everyone Classroom Carpet for 30 Kids - 9' x 12' - Blue	$549.00	$521.55	$3,129.30	
Our inviting carpets give kids a special spot to sit and play! Kids just find a dot and get cozy—and they're ready for activities, storytime, games and more! Made of classroom-tough nylon for durability. Out of stock--ship by 09/12/22. ESTIMATED SHIP DATE SUBJECT TO CHANGE							
40	DD195	6	Heavy-Duty Adjustable Mobile Computer Station for Two	$599.00	$569.05	$3,414.30	
This super-versatile computer station adjusts to fit kids of all sizes...and rolls anywhere in the classroom! The rugged, wipe-clean laminate unit has a spacious desktop with room for two computers and two monitors—so there's plenty of space for two kids to work at the same time. Plus, it has a slide-out keyboard tray, a handy shelf underneath for 2 CPUs or a printer...and sturdy, locking casters for easy mobility. Best of all, there's a desktop height adjustment to give kids the perfect fit! The steel-frame unit requires simple assembly. Chairs sold separately below. Unit measures 23 3/4" x 58". Desktop adjusts from 26 1/2" to 28 1/2" high. Fits chairs 11 1/2"-15 1/2" high. Lifetime warranty.							

Line	Item	Qty	Description	List	Price	Extended	Image

Subtotal: $152,707.92
7.75% Tax: $11,834.86
Freight Amount: $0.00
Total: $164,542.78

TOTAL DISCOUNT: $8,037.26
TOTAL FREIGHT SAVING: $24,111.78
TOTAL SAVINGS ON THIS ORDER: $32,149.04

QUOTE 64493
Lakeshore Learning Materials
2695 E. Dominguez St Carson, CA 90895
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Entry date: 05/05/2022 Sls: 12 Your reference number: MATERIALS

Line	Item	Qty	Description	Price	Extended	Image
1	LC802	6	Astronaut Costume	$37.99	$227.94	

Blast off into the cosmos with a fun-to-wear costume that brings pretend space adventures to life! The easy-on costume features a rugged vinyl coat with realistic, silkscreened details, plus handy hook & loop closures that make dress-ups a breeze. We've even included an authentic-looking helmet to make the outfit complete! The school-quality costume fits children ages 3 to 6 years.

2	LA827	6	Lakeshore Puppet Tree	$66.49	$398.94	

Conveniently store up to 12 of kids' favorite hand puppets—with ease! Hardwood puppet tree has thick, round-tipped dowels and a simple design that makes it easy for children to help themselves. Easy assembly. Puppets sold separately. Puppet tree measures 16"w x 16"d x 30 1/4"h.
Out of stock--ship by 06/28/22.

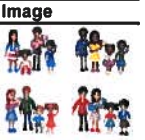
4	TT740X	6	Let's Talk! Community Helper Puppets - Complete Set	$141.55	$849.30	

Kids learn all about their community—and the people who keep it running—with our delightful puppet set! Friendly puppets have easy-working mouths and arms...plus detailed costumes sewn right on, so the clothing never gets lost. Complete set includes all 8 plush, multi-ethnic puppets shown; each measures approximately 12" tall. Machine-washable. Each puppet also available separately below.
Out of stock--ship by 06/10/22.

6	LC855	6	Police Officer Costume	$37.99	$227.94	

Perfect for pretend patrols, our realistic police officer outfit lets children keep the peace! The easy-on costume features a washable cotton coat with hook & loop closures that make dress-ups a breeze, plus an authentic-looking police hat. The school-quality costume fits children ages 3 to 6 years.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

Line	Item	Qty	Description	Price	Extended	Image
7	LC848	6	Firefighter Costume	$37.99	$227.94	
Children are always ready for pretend emergencies with our cute firefighter outfit! The realistic, easy-on costume features a water-repellent coat and a sturdy plastic firefighter helmet. The school-quality costume fits children ages 3 to 6 years.						
8	LC901	6	Chef Costume	$37.99	$227.94	
Children can't wait to whip up pretend meals in our kitchen-ready chef costume! The realistic, easy-on costume features a checked apron with hook & loop closures that make dress-ups a breeze, plus an adjustable chef's hat and cute kerchief. The school-quality costume fits children ages 3 to 6 years.						
9	LC815	6	Construction Worker Costume	$37.99	$227.94	
Caution—children at work! Kids can't wait to act out pretend building adventures with our realistic construction worker outfit. The easy-on costume features a sturdy hard hat, bright nylon vest and fun-to-hold traffic sign. The school-quality costume fits children ages 3 to 6 years.						
10	LC807	6	Doctor Costume	$37.99	$227.94	
The doctor is in! Children can't wait to play dress-up with our realistic doctor costume. The easy-on costume includes an authentic-looking lab coat with hook & loop closures that make dress-ups a breeze. Plus, we've included a mirrored elastic headband that's easy for kids to slip on and off. The school-quality costume fits children ages 3 to 6 years. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
11	RE100X	6	Instruments from Around the World Collection	$141.55	$849.30	
Add rhythm and music to your classroom...with easy-to-play instruments from around the globe! Our diverse collection includes the 10 lively instruments shown—from beautifully woven Ghanaian rattles and rhythmic Peruvian maracas to a frog-shaped Asian rasp. The instruments are sized just for little hands...and each is made of authentic, classroom-tough materials. Gong measures 10" tall. Each instrument also available separately below. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs. Out of stock--ship by 07/01/22.						
13	LC1415	6	15-Player Rhythm Set	$103.55	$621.30	
Our instrument set is specially coordinated to offer the widest possible range of sound and rhythm experiences for up to 15 players! This set contains instruments carefully selected to assure superior quality and tone at reasonable prices, and includes 1 each of tambourine, tom-tom, jingle clog, triangle, wrist & ankle bells, cluster bells, hand bell and guiro tone block; 1 pair of brass cymbals and maracas; plus 2 pairs of sand blocks and rhythm sticks. Set comes in a handy plastic storage box with a lid. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
14	FF942	6	Cultures of the World Theme Box	$75.99	$455.94	
Children learn all about different cultures...with comprehensive, hands-on lessons that span the curriculum! From play food and musical instruments to photo cards, a globe and more, our theme box is packed with materials that help children explore different cultures—and learn about the fascinating lives of people all over the world. Plus, you get a guide with tons of involving activities that cover 10 curriculum areas—from math to dramatic play. Materials come in a plastic tub. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						

Line	Item	Qty	Description	Price	Extended	Image
15	DD965X	6	Lakeshore Pose & Play Families - Complete Set	$103.55	$621.30	

These adorable multi-ethnic dolls are made from flexible plastic—so they're fully poseable! Featuring bendable arms and legs, the dolls are easy to pose. Each family includes 5 easy-clean dolls that are perfect for use in our dollhouses. Complete set includes all 4 families shown, for a total of 20 dolls. Fathers measure 4 3/4" tall. Each family also available separately below.

16	RE885X	6	Lakeshore Theme Book Libraries - Set 2	$293.55	$1,761.30	

The perfect companion to our theme boxes! Each terrific library features 5 super-engaging books designed to reinforce and expand on the themes explored in our Lakeshore Theme Boxes - Set 2. Set includes all 8 libraries shown. Each library also available separately below. Topics include farms, health and safety, the five senses, life cycles, growing things, families, cultures, numbers and counting.

17	RE875X	6	Lakeshore Theme Book Libraries - Set 1	$284.05	$1,704.30	

Extend the learning experience with delightful books coordinated to our theme boxes! Each library includes 5 paperback books specially selected to complement our Lakeshore Theme Boxes - Set 1. Set includes all 8 libraries shown. Each library also available separately below. Topics include seasons, weather, food, nutrition, transportation, space, community, jobs and careers, earth, environment and alphabet.

18	PP456	6	Families Poster Pack	$31.34	$188.04	

From single parents to multigenerational households, our color posters give children a look at all kinds of families! The poster pack includes 20 photos featuring families from a variety of ethnic backgrounds...plus a guide with activities. Each poster measures 11" x 16".

19	HH583	6	Sea Life Specimen Center	$37.99	$227.94	

As children explore and examine our fascinating sea life specimens, they'll feel just like real scientists making incredible discoveries! Students simply use the magnifier in the center to investigate 5 amazing specimens—from a shark tooth and a piranha fossil to a super-realistic stingray jaw. Then children explore the corresponding photo cards to learn even more about each animal...as they study the full-color photos on front and learn the exciting facts on back! Center comes with 5 real or replica specimens, 5 cards, a magnifier and a guide. Cards measure 5 1/2" x 7".

20	TT691	6	Five Senses Instant Learning Center	$37.99	$227.94	

Kids get a solid grasp of the 5 senses—with a hands-on learning center that comes ready to use! Our instant center has everything children need to build skills independently: Just set out the materials and introduce the activity...then children explore the 5 senses at their own pace—as they sort fun photo images onto their activity mats! The center has enough materials for up to 4 children to work at once, including a double-sided instruction chart that gives everyone easy access to the activities...and simple picture instructions, so even nonreaders can participate. Center includes 60 photo cards, 4 sorting mats, plus a write & wipe assessment card to track children's progress.

21	HH585	6	Insects Specimen Center	$37.99	$227.94	

As children explore and examine our fascinating insect specimens, they'll feel just like real scientists making incredible discoveries! Students simply use the magnifier in the center to investigate 5 amazing specimens—from a silkworm cocoon and a stag beetle to a super-realistic dragonfly fossil. Then children explore the corresponding photo cards to learn even more about each animal...as they study the full-color photos on front and learn the exciting facts on back! Center comes with 5 real or replica specimens, 5 cards, a magnifier and a guide. Cards measure 5 1/2" x 7".

22	FF949	6	Life Cycles Theme Box	$75.99	$455.94	

Children learn all about the life cycles of frogs, butterflies and plants...with comprehensive, hands-on lessons that span the curriculum! From a greenhouse window and seeds to engaging puzzles and stamps, our theme box is packed with materials that help children explore living things and how they grow. Plus, you get a guide with tons of involving activities that cover 10 curriculum areas—from math to dramatic play. Materials come in a plastic tub.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

Line	Item	Qty	Description	Price	Extended	Image
23	PP543	6	Plants Magnetic Activity Tin	$33.24	$199.44	
Fascinating science concepts come to life with our all-in-one activity tin...where the lid becomes the work space! Simply place an activity mat on the inside of the magnetic lid and use the corresponding magnets to explore fruits and vegetables, plus the life cycle of plants. Activity tin includes 8 activity mats, 30 magnetic manipulatives and an activity guide...plus an answer card for instant reinforcement! WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
24	TT549	6	Lakeshore Magnifier Center	$75.99	$455.94	
Our heavy-duty magnifiers are designed just for children! They feature thick, quality lenses that magnify without distorting...and sturdy plastic frames with chunky handles that students can really get a grip on. Plus, the 6 magnifiers come in a hardwood center, so they are always within reach. Each magnifier measures 8".						
25	HH223	6	Can Do! Motion Discovery Kit	$23.74	$142.44	
Our ready-to-use kit invites children to discover motion...with tons of materials for hands-on exploration! Kit comes with 6 photo activity cards that make it a cinch for kids to conduct experiments on their own—with no reading required! Plus, you get everything children need to complete each activity—including a ramp, balls, toy cars and more. WARNING: CHOKING HAZARD - Item contains small parts and small balls. Not for children under 3 yrs.						
26	HH221	6	Can Do! Color & Light Discovery Kit	$23.74	$142.44	
Our ready-to-use kit invites children to discover color and light...with tons of materials for hands-on exploration! Kit comes with 6 photo activity cards that make it a cinch for kids to conduct experiments on their own—with no reading required! Plus, you get everything children need to complete the activities—including 2 mirrors, 4 color paddles, a flashlight and more. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
27	TT156	6	STEM Science Station - Magnets	$56.99	$341.94	
Children use magnets to push cars up a ramp, move a magnetic mouse through a maze and more—as they learn all about magnetism and magnetic fields! Our innovative STEM science station encourages children to learn about magnetism through hands-on exploration. It includes 8 cards that prompt students to perform simple experiments...with all the hands-on materials to complete each one. Plus, the station features an engineering activity to extend the learning—and build critical-thinking and problem-solving skills! Station includes a guide. Cards measure 8" x 8". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
28	GR242	6	See It Grow Plant Lab	$28.49	$170.94	
Seeds grow right before your eyes! You get three plexiglas greenhouses containing a nontoxic gel that accelerates growth and gives children a clear view of the roots. The gel contains all the nutrients the plants need—no watering required! Lab includes all you need for 3 plants. Greenhouses measure 4 3/4". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
29	EE256	6	Sift & Find Alphabet Shells	$33.24	$199.44	
From letter recognition and alphabet order to simple word building, our kid-pleasing shells reinforce early language concepts—as kids scoop and sift! The 26 plastic shells each have an uppercase letter printed on top...and come with a sifter and guide—in a 6 3/4" bucket.						

Line	Item	Qty	Description	Price	Extended	Image
30	PP439	6	Lakeshore Water Play Kit	$85.49	$512.94	
Children have so much fun playing with our water play kit, they don't even know they're learning about the properties of water! The 38 plastic pieces include funnels, beakers, spoons, eyedroppers, cups and more—all in a mesh bag, with a guide. Tallest waterwheel measures 9 3/4". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
31	SW419	6	Tops for 2-Way Sand & Water Table	$37.99	$227.94	
A perfect fit for our 2-Way Sand & Water Table (sold separately), our set includes two clear-view plastic tops that cover the entire table. Each top measures 15 1/4" x 15 1/4".						
32	SW418	6	2-Way Sand & Water Table	$189.05	$1,134.30	
Set up a sand & water exploration center anywhere...with our handy, space-saving table! The perfect introduction to cooperative play, it has two big plastic tubs that let children play side by side...and the tubs lift right out of the rugged, rustproof aluminum stand for easy cleaning. Assembly required. Table measures 31"l x 15"w. Adjusts from 18" to 21" to 24" high. Tubs measure 6 1/2" deep.						
33	RY928	6	Make-A-Face Sheets	$14.24	$85.44	
Make a face that's silly, scary, happy or sad! The 100 blank paper shapes come in 8 realistic skin tones; each shape measures 7" in length. Accessories sold separately.						
34	LA716	6	Hair-Colors Crinkle Strips	$18.99	$113.94	
These 5 realistic hair colors are perfect for lifelike self-portraits and fun paper dolls! You get 12.5 ounces of crinkle strips; each strip measures 9 1/4" in length.						
35	LC120	6	Colored Feathers - 1-Ounce Bag	$7.59	$45.54	
Our bright, beautiful feathers are perfect for adding color and texture to arts & crafts projects! From embellishing masks and costumes to decorating collages, the possibilities are endless. Largest feather measures 5" in length. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
36	BA8112	6	Pom-Poms - Set of 100	$4.74	$28.44	
Our pom-poms add fuzzy fun to all kinds of craft projects. Pom-poms come in assorted sizes and colors; largest measures 2" in diameter. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
37	LA278	6	Uppercase Alphabet & Number Dough Stampers	$35.14	$210.84	
Our easy-grip stampers put the entire alphabet—and numbers 0-9—at kids' fingertips...so they can practice numbers and letters as they create with dough or clay! Letters and numbers are clearly printed on each stamper, so it's easy for children to find the one they need. You get a set of 36 nonstick plastic stampers with 4" handles. Dough sold separately.						
38	AX2	6	Lakeshore Dough - Red	$11.39	$68.34	
Here's nontoxic, pleasant-smelling dough in 6 super-bright colors! The lidded, 3-pound plastic tubs keep dough fresh and pliable.						

Line	Item	Qty	Description	Price	Extended	Image
39	AX4	6	Lakeshore Dough - Blue	$11.39	$68.34	
Here's nontoxic, pleasant-smelling dough in 6 super-bright colors! The lidded, 3-pound plastic tubs keep dough fresh and pliable.						
40	AX6	6	Lakeshore Dough - Yellow	$11.39	$68.34	
Here's nontoxic, pleasant-smelling dough in 6 super-bright colors! The lidded, 3-pound plastic tubs keep dough fresh and pliable.						
41	AA696	12	Lakeshore Scissors Center	$33.24	$398.88	
Our colorful, kid-sized scissors are super-easy to use! They have easy-grip plastic handles and high-quality, stainless steel blades that make cutting a breeze for both righties and lefties. Plus, the scissors come in a handy caddy that keeps them organized—right where kids can reach them! You get 12 pairs of blunt-tip scissors and a hardwood and acrylic caddy. Caddy measures 7 3/4"w x 5"d x 4 1/4"h.						
42	LA820X	6	Lakeshore No-Spill Paint Cups - Set of 10 Colors	$18.99	$113.94	
Knock over our ingenious paint cups, and the paint won't drip or spill—even with the top open! The one-piece lids screw on and off, so refills are a breeze—and the easy-access hinged tops flip all the way back...and snap shut for storage! Durable plastic paint cups measure 4" tall. Paint sold separately.						
43	LC2915	30	Heavy-Duty Adjustable Vinyl Paint Apron - Red	$9.49	$284.70	
Protect kids' clothes during their messiest activities! Our wipe-clean, waterproof apron is made of extra-rugged vinyl to stand up to years of use...and includes a handy belt that adjusts for artists of all sizes!						
44	LL628	36	Double-Sided Magnetic Write & Wipe Board	$9.49	$341.64	
Double-sided, write & wipe and magnetic—this handy lapboard has it all! Tempered masonite board has blank writing and drawing space on front...with permanent baselines on back. Board measures 9" x 12". Accessories sold separately.						
45	LC206	6	Magnetic Letters - Uppercase	$9.49	$56.94	
Our chunky plastic uppercase letters stick to any magnetic surface—and are perfect for word building! The set includes 35 consonants and 13 vowels in an assortment of colors. Letters measure 1 3/8" tall. Magnetic board sold separately. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
46	LC207	6	Magnetic Letters - Lowercase	$9.49	$56.94	
Our chunky plastic lowercase letters stick to any magnetic surface—and are perfect for word building! The set includes 35 consonants and 13 vowels in an assortment of colors. Letters measure approximately 1" tall. Magnetic board sold separately. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
47	RR423	6	Write & Wipe Lapboard Erasers - Set of 10	$14.24	$85.44	
Perfect for use with write & wipe markers, our easy-grip erasers let children wipe lapboards clean in a flash—and they're sized just for little hands! Set includes 10 wood-handled erasers; each measures 2 1/4" in length.						

Line	Item	Qty	Description	Price	Extended	Image
48	EE927	6	Comparing Sizes Activity Box	$26.59	$159.54	

Prepare children for reading with lots of practice in problem solving! This handy box comes with 9 activity mats and 24 realistic miniatures in 3 sizes. Kids just use the spaces on the mats to sort apples, footballs, zebras and more by size...building comparison skills hands on! Mats measure 6 1/2" x 10".
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

49	JJ539	6	Write & Wipe Alphabet Practice Cards	$28.49	$170.94	

Kids build alphabet skills letter by letter—with write & wipe cards they can use again and again! Each card has a familiar image that begins with a different letter, plus ruled baselines and dotted starter lines for printing upper- and lowercase letters. There's even a word at the bottom to reinforce letter sounds! Set includes 26 cards; each measures 9" x 12". Write & wipe markers sold separately.

50	FF955X	6	Story Sequencing Cards - Complete Set	$37.99	$227.94	

Children watch a girl build a snowman, a mother bake a birthday cake and more...with simple picture stories that are lots of fun to sequence! Students just arrange 3-6 cards in logical order to complete each sequence...then turn the cards over to check their answers! You get all 3 sets shown, for a total of 144 cards. Cards measure 3 3/4" x 4 1/2". Each card set also available separately below.

51	EE496	6	Construct-A-Letter Activity Center	$47.49	$284.94	

Construct a letter with every tap! Kids just grab an activity card and use the builders to form the letter on the burlap-covered foam board...then connect the builders with the nails, reinforcing letter formation as they go! Center includes 26 cards, 40 builders, 36 plastic nails, a durable foam hammering board with a reusable cover and a kid-safe plastic hammer. Board measures 12"l x 12"w x 3 1/4"h.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

52	LC113	6	Letter Crayons Word Building Center	$19.99	$119.94	

Here's a colorful way to introduce simple words! Kids choose a card with a CVC word on one side and a matching image on the other...then snap the letter crayons into a crayon box to spell the word one letter at a time. Center includes four tough plastic crayon boxes, 32 plastic crayons and 24 self-checking cards—enough for up to 4 kids at once! Crayon boxes measure 3 1/4" x 4".

53	TT811	6	Double-Sided Magnetic Letter Tiles	$56.99	$341.94	

Our double-sided magnetic tiles stick together from every side—for a fun, hands-on way to build language skills! The translucent tiles feature an uppercase letter on one side and the corresponding lowercase letter on the other, so kids can connect them to sequence the alphabet, build simple words and so much more! Set includes 48 durable plastic tiles in 4 colors with super-safe built-in magnets. Each tile measures 1 3/4" x 1 3/4".

54	LC740X	6	Learning Letters Activity Centers - Complete Set	$75.99	$455.94	

Get children excited about alphabet practice with our innovative activity centers! Each skill-building center gives early learners a hands-on way to explore letters. Children just follow simple and engaging prompts on activity cards and flip books to search for letters in a sensory "treasure chest," build letters piece by piece using snap-together parts and practice printing perfect letters on mini magic boards. Complete set includes all 3 centers shown. Each set also available separately below.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

Line	Item	Qty	Description	Price	Extended	Image
55	DD755X	6	Magnetic Language Rods - Complete Set	$113.05	$678.30	
Magnetic rods give kids tons of practice with early language skills! Each durable wooden rod is magnetic—and shows a descriptive word, category or sequencing topic for kids to match. Children simply place magnets right on each rod...to sort objects into the correct category, identify items that match a descriptive word or arrange magnets in a logical sequence. Complete set includes all 3 sets shown, each with 8 rods, 32 magnets and an activity guide. Rods measure 9" long. Each set also available separately below. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
56	FF196	6	Phonemic Awareness Folder Game Library - Pre K-K	$37.99	$227.94	
As children play our exciting folder games, they get hands-on, independent practice with beginning sounds, rhyming sounds, syllable counting and more! Our library features 10 self-checking folder games covering 6 essential language skills. Kids select a game and the corresponding pouch of game pieces...then just follow the picture instructions for tons of skill-building fun. Plus, all the pieces come precut and sorted—so there's no prep work required! Library comes in a sturdy storage box; folders measure 9 1/4" x 11 5/8". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
57	RE746	6	When Sophie Gets Angry—Really, Really Angry... Read-Along	$42.27	$253.62	
This unique story uses simple text, bold illustrations and changing colors to express a range of emotions associated with anger. The story helps children identify their emotions...and creates an open dialogue about the right way to handle them. Designed for up to 4 students at once, our kit includes 4 copies of the book and a CD that narrates the story word for word. Paperback book by Molly Bang is 36 pages.						
58	RE963	6	Corduroy Read-Along	$42.27	$253.62	
Children will love this classic story about a bear that thinks he needs to look perfect before he can find a home...and the little girl who loves him no matter what! You get 4 copies of the book and a read-along CD to boost fluency. Softcover book by Don Freeman is 32 pages.						
59	RE758	6	Tacky the Penguin Read-Along	$42.27	$253.62	
Tacky the penguin isn't like his perfect penguin friends...but his quick wit and individuality may just save them all! This easy-to-follow book features rhyming text, colorful illustrations and engaging plots that young learners are sure to love. Kit includes 4 copies of the book, plus a CD that narrates the story as children read along. Softcover book by Helen Lester is 40 pages.						
60	JJ665	6	Portable CD Player	$113.05	$678.30	
This top-quality player is lightweight, compact...and completely portable! Our heavy-duty player features a built-in speaker, anti-skip technology, repeat and shuffle functions...plus 1/4" and 1/8" headphone jacks. CD player measures 10 1/2" long; plugs into the wall or runs on 4 "C" batteries (not included).						
61	LA802	6	8-Station Junction Box With Volume Controls	$25.64	$153.84	
Our convenient junction box has individual volume controls that let children adjust their own sound level. Simply plug the box into the headphone input of your audio player and connect up to 8 headphones at once! Box has 1/4" jacks for headphones.						
62	FN2924C	30	Listening Center Headphones	$18.99	$569.70	
Specially sized for kids, our classroom-quality headphones feature comfortable, wipe-clean ear cushions and adjustable vinyl headbands that won't stretch out or lose their shape. The headphones include 1/4" and 1/8" adaptor plugs and are perfect with our 8-Station Junction Boxes. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						

Line	Item	Qty	Description	Price	Extended	Image
63	RR543	6	The Rainbow Fish Storytelling Kit	$33.24	$199.44	

This delightful kit is packed with all the cloth characters and props you need to bring one of children's favorite stories to life! Ideal for use with our Storytelling Board with Magnetic Backing or other hook & loop-receptive surfaces, the 10 stuffed cotton pieces feature charming stitched-on details—all the pieces needed to tell the story. Hardcover book sold separately below.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

64	EE538	30	Hear Myself Sound Phone	$6.64	$199.20	

This ingenious, fun-to-use phone lets children hear themselves talk...so kids can really focus on every sound they say! Perfect for exploring letter sounds, phoneme blending, phonics practice, oral reading and more—the molded plastic phone is sized just for kids, with a lightweight, easy-grip handle. Phone measures 6 3/4" long.

65	HH966	6	Pop & Add to 12 Game	$28.49	$170.94	

Our addition game adds tons of excitement to math practice! The game prompts children to use fun dice poppers to create an addition problem with a sum up to 12, then place the matching number of dog bones on the write & wipe game board. To solve the problem, kids just count the bones, then write the answer on the board. When children are done, they simply wipe the board clean—then pop the dice again to create tons of new problems! Game includes 2 poppers, a board and 15 counters. Board measures 11" x 13 1/2". Write & wipe markers sold separately.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

66	LL443	6	How Long Is It Measurement Center	$47.49	$284.94	

Students get an instant, visual grasp of measurement concepts like length & width...as they conduct simple investigations with our hands-on center! You get 24 activity cards with illustrated instructions that are just right for beginners, plus 130 manipulatives to measure & compare! Feet measure 12" in length, with a 9" wooden card stand.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

67	EE498	6	3-D Geometric Shapes Tub	$28.49	$170.94	

Beginning geometry learners get a hands-on introduction to solid forms...with our jumbo tub of 3-D plastic shapes! The 80 pieces include 10 each of 8 different shapes—from cones, spheres and cylinders to cubes, pyramids and more. Cylinder measures 1" tall.
WARNING: CHOKING HAZARD - Item contains small balls. Not for children under 3 yrs.

68	EE329	6	Magnetic Pattern Block Builders	$50.34	$302.04	

With magnets built right into the edges, our easy-connect pattern blocks encourage hours of creative building fun! These colorful, translucent blocks come in a variety of fascinating shapes children love to mix and match. Powerful magnetic edges help the blocks stick together from many sides and angles, making it easy for kids to build up and out. Best of all, as children explore and create, they get a hands-on introduction to geometry! You get a set of 46 durable plastic blocks in 6 shapes and 6 colors. Hexagon measures 3 1/2" wide.

69	DD742	36	Hands-On Sorting Tray	$12.34	$444.24	

Children sort tons of objects—with a large skill-building tray that's perfect for use with our Math Counters! Little ones just place the counters in the handy molded compartments to explore sorting hands on...and easily keep the pieces in place as they work! Tray measures 10 3/4" x 14 1/4". Counters sold separately.

Line	Item	Qty	Description	Price	Extended	Image
70	LC1657	6	Size & Color Teddy Counters	$28.49	$170.94	

Math concepts are easy to grasp...with tons of kid-pleasing teddy bears for children to count, measure, compare and sort! Our big jar includes 120 plastic counters in 3 sizes and 4 bright colors; bears measure 1", 1 1/4" and 1 1/2" tall. Set comes with an activity guide.
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

71	TT264	6	Measurement Fine Motor Center	$28.49	$170.94	

With our irresistible center, children build measuring skills hands on! Using the adorable panda-shaped tweezers, kids simply place bamboo stalks on the activity cards to measure logs, animals, canoes and more...developing fine motor control as they go! Perfect for small groups, the center comes with 6 double-sided activity cards, 60 bamboo stalk manipulatives and 2 easy-grip tweezers. Activity cards measure 6" x 12 1/4".
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

72	PP186	6	Lakeshore Number Rockets	$56.99	$341.94	

Out-of-this-world rockets—perfect for practicing counting and number recognition skills as kids play! Our hands-on set comes with 20 super-durable plastic rockets—each made up of 3 pieces showing different representations of the same number. Kids just match up the pieces to practice counting to 20, associating numbers with quantities, and more! Rockets measure 5" tall.

73	TT425	6	Shapes Match-Ups	$12.34	$74.04	

As children put together these super-simple match-ups, they get a solid understanding of 2-D shapes and 3-D forms! Set includes 20 two-piece puzzles with simple illustrations that give kids a concrete sense of each shape. Plus, each puzzle is self-correcting—for instant reinforcement! Puzzles measure 3" x 9".

74	GG619	6	Touch & Match Comparing Numbers Cards	$28.49	$170.94	

Math practice meets tactile exploration—with super-cute match-ups children can't wait to get their hands on! Kids just select a textured picture card and touch each sea creature as they compare numbers up to 10...then find the correct symbol card to show their answers. Plus, the self-checking match-ups are divided into four leveled pockets—helping children learn to compare quantities up to 5 and 10, including five- and ten-frames! You get 40 tactile cards, 40 symbol cards and 4 activity pockets, plus an activity guide. Pockets measure 4" x 9 3/4".

75	TT293	6	It's a Snap! Simple Addition Center	$28.49	$170.94	

Simple addition is a snap—with hands-on boards and counters children love to use! Kids simply grab a preprinted board featuring an addition problem through 10, attach the corresponding number of counters to match each addend...then count the counters to find the sum. You get 20 durable plastic equation boards, 60 plastic counters in 2 colors and an activity guide; boards measure 1 5/8" x 5 1/2".
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

76	LL569	6	Sequencing Numbers 1-30 Puzzles - Set of 3	$37.99	$227.94	

Our fun, sea-themed puzzles help kids build number skills—piece by piece! This set includes 3 wooden puzzles—all with simple, color-coded pieces numbered 1-30. Kids arrange the pieces in order to complete each colorful picture...and get an involving introduction to sequencing and early counting! Each puzzle measures 6" x 30".

77	NR15	6	Log Builders - Starter Set	$37.99	$227.94	

A classic favorite! Our real wood building logs inspire children to build their own forts, villages, cabins and more. The lightweight, notch-together logs have a safe, nontoxic finish and come with roof pieces and a chimney. Set includes 162 pieces in 3 colors; longest piece measures 7 3/4".
WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.

Line	Item	Qty	Description	Price	Extended	Image
78	RR750	6	Bristle Builders® - Starter Set	$23.74	$142.44	
These unbreakable blocks ensure building success! The soft bristles interlock when pushed together and stay attached until pulled apart. The tough polyethylene pieces come in lots of shapes and sizes, including wheels that really turn. Set includes 51 pieces in 6 colors; largest piece measures 5 1/4" in length.						
79	LC127	6	Unlock It! Number Match	$24.99	$149.94	
Unlock the power of numbers! These corresponding keys and locks give children hands-on practice with number recognition, matching and counting from 1 to 20—while building motor skills! Children simply match the number on a key to the number word or stars on a lock. If the numbers match, the key will turn—and the lock will open for instant reinforcement! Set includes 20 locks and 20 matching keys; locks measure 3 1/4" tall. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
80	PP838	6	Snap-Bots	$47.49	$284.94	
Creating fun, one-of-a-kind robots is a snap! Kids mix and match parts in 9 different shapes to build a variety of freestanding robots that are ready for adventure. Our durable wooden builders feature easy-snap connections that help children sharpen fine motor skills as they create up to 6 bots at once—practicing shape recognition and open-ended building as they go! Set includes 36 builders; largest measures 2 3/4" in length. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
81	FF525	6	Snap-Together Letter Blocks	$56.99	$341.94	
Kids build fine motor skills—and master the alphabet—as they connect our colorful letter cubes! Durable snaps let children easily link the blocks to sequence the alphabet and spell simple words. Plus, each block features the uppercase and lowercase version of one letter—so they reinforce letter recognition, too! You get a set of 48 assorted wooden blocks; each measures 1 1/4".						
82	EE228	6	Giant Alphabet Beads	$37.99	$227.94	
Reinforce letter recognition, alphabet sequence, spelling skills and more—with our huge set of over 70 alphabet beads! The chunky 1" beads feature both uppercase and lowercase letters...and they come with long, 36" laces with plastic tips for easy lacing. The 74 plastic beads come in a storage tub; with 6 laces. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
83	EE601	6	Feed-The-Dog Fine Motor Game	$28.49	$170.94	
Kids build fine motor control, develop eye/hand coordination and more...as they help a hungry dog gobble up treats! Our irresistible game features a super-silly dog with a giant-sized mouth...plus big, fun-to-use tweezers designed just for little hands. Kids use the tweezers to grab tasty pretend bones and drop them into the dog's mouth...and fine-tune motor skills with every bite! Sturdy 5 1/2" vinyl dog comes with a bowl, 30 bones and tweezers. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
84	AA372	6	Buckle, Lace & Tie Dressing Frames	$47.49	$284.94	
Our beautifully crafted dressing frames encourage beginners to practice dressing skills and develop finger dexterity! The sturdy, lightweight frames feature buckles and laces for threading and tying, so they're perfect for little hands. Plus, the solid hardwood frames feature thickly padded, double-sewn covers—for years of classroom use! Set includes 3 frames; each measures 9" x 11". Comes in a vinyl pouch.						

Line	Item	Qty	Description	Price	Extended	Image
85	LC933	6	Create-A-Burger Sequencing Stacker	$18.99	$113.94	
Children build one delicious burger after the next—developing sequencing and fine motor skills as they go! Kids choose a card showing a mix of ingredients, and then stack pieces onto the base to match the order shown. You get 10 activity cards, a wooden base and 7 wooden ingredient pieces. Each card measures 5 1/2".						
86	LM366	6	Best-Buy Multicultural Play Food Assortment	$56.99	$341.94	
Here's a great way to introduce children to cultures from around the world! Our giant play food set includes 100 rugged plastic pieces representing cuisine from Japan, Italy, China and Mexico—from sushi rolls and Italian sausage to steamed dumplings and tortilla chips. Set comes in a storage tub with an illustrated guide identifying each type of food. Pizza measures 6 1/2". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
87	HH642	6	Indestructible Pots & Pans Playset	$37.99	$227.94	
Children cook up tons of pretend meals—with unbreakable pots and pans made just for them! The 18 kid-safe plastic cookware pieces include pots, pans and saucepans with lids...plus spoons, ladles and spatulas. Dishwasher-safe set is coordinated to our Indestructible Kitchen Playset. Saucepans measure 9 1/8" in length.						
88	RR896	6	Let's Go Shopping Vegetable Basket	$37.99	$227.94	
Our easy-tote basket is brimming with life-sized vegetables—perfect for adding a realistic touch to play kitchens and stores...or for introducing nutrition concepts! The big plastic basket comes packed with 15 durable plastic vegetable pieces. Basket measures 11"l x 8 1/2"w x 5"h.						
89	LDA178	6	Indestructible Play Dishes - 4-Service Set	$20.89	$125.34	
Our kid-sized cups, plates and utensils are made of super-safe, unbreakable plastic—so they're tough enough for years of pretend meals! Set includes everything you need for 4 complete place settings, for a total of 20 dishwasher-safe, rugged plastic pieces. Plate measures approximately 6 1/2" in diameter.						
90	AZ985	6	Push-Button Play Phone	$18.99	$113.94	
Our rugged, cordless play phone has buttons that ring when kids push them. Phone is made of tough plastic; receiver measures 8" in length.						
91	LC187	6	Lakeshore Asian Girl Doll	$37.99	$227.94	
Our incredibly realistic doll has detailed facial features and a super-accurate skin tone that brings dramatic play to life. Plus, the school-quality doll features a removable outfit with hook & loop closures, securely rooted hair that stands up to years of constant grooming and a soft vinyl body that children will love to cuddle and care for. Doll measures 16" tall. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
92	LC186	6	Lakeshore African American Boy Doll	$37.99	$227.94	
Our incredibly realistic doll has detailed facial features and a super-accurate skin tone that brings dramatic play to life. Plus, the school-quality doll features a removable outfit with hook & loop closures, securely rooted hair that stands up to years of constant grooming and a soft vinyl body that children will love to cuddle and care for. Doll measures 16" tall. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						

Line	Item	Qty	Description	Price	Extended	Image
93	DS303	6	Feels Real Caucasian Baby Doll	$23.74	$142.44	
Children can't wait to cradle and care for this remarkably lifelike doll! The doll is made of wipe-clean vinyl and has distinct facial features and a realistically molded head, arms and legs—so it's fun to take care of. Children can even "change" the doll's easy-to-fasten diapers! Doll measures 14" in length.						
94	DS304	6	Feels Real Hispanic Baby Doll	$23.74	$142.44	
Children can't wait to cradle and care for this remarkably lifelike doll! The doll is made of wipe-clean vinyl and has distinct facial features and a realistically molded head, arms and legs—so it's fun to take care of. Children can even "change" the doll's easy-to-fasten diapers! Doll measures 14" in length.						
95	TT788	6	Doll Bedding Set	$31.34	$188.04	
Machine-washable set includes a mattress, quilt, sheet and pillow—all perfect for the Lakeshore Hardwood Doll Crib. Out of stock--ship by 09/30/22. ESTIMATED SHIP DATE SUBJECT TO CHANGE						
99	EE558	6	Lakeshore Hardwood Doll Crib	$122.55	$735.30	
Our sturdy hardwood crib keeps children's dolls safe and snug! Beautifully crafted crib features smooth, rounded edges and a classroom-tough design. Doll crib measures 22"w x 13 1/4"d x 12 1/2"h; fits dolls up to 18" in length. Doll and bedding set sold separately. Out of stock--ship by 07/11/22.						
104	LL363	6	Dishwasher-Safe Plastic Baskets - Set of 3	$56.04	$336.24	
Tough and dependable classroom storage—with a soft and natural look! These flexible baskets are made of thick, securely woven plastic that's designed to last and last—without fraying. Perfectly sized for our Help-Yourself Dress-Up Center, the rugged baskets have built-in handles for easy toting...and they're dishwasher-safe to make cleaning a cinch! Baskets measure 14 1/2"l x 11"w x 7 1/2"h.						
105	HH806	6	Treehouse Furniture Set	$151.05	$906.30	
Adorably detailed furniture—for every room in the treehouse! Sized to fit the Lakeshore Giant Treehouse and Lakeshore Pose & Play Families (both sold separately below), our wooden set features everything from chairs with leaf-shaped backrests and lamps with "mushroom" shades to a coffee table with fun tree rings! You get a total of 46 pieces; sofa measures 5". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs.						
106	HH817	6	Lakeshore Giant Treehouse	$284.05	$1,704.30	
Our irresistible play treehouse has all the charm of the real thing! Scaled to our Treehouse Furniture Set and Lakeshore Pose & Play Families, the 3-story hardwood house features 6 spacious rooms that are accessible from front and back. Plus, the treehouse is packed with delightful details that turn every day into an outdoor adventure—from fun rope ladders to a built-in slide! Treehouse furniture and poseable families sold separately below. Treehouse measures 23 1/2"w x 16"d x 22 1/2"h. Out of stock--ship by 06/20/22.						
108	DC346	6	Classic Dinosaur Collection	$66.49	$398.94	
Children come face-to-face with their favorite prehistoric creatures—right in the classroom! Our plastic dinosaur collection features 8 popular species children will love—from a baby stegosaurus to a giant tyrannosaurus! Set includes 16 dinosaurs and a guide; large brachiosaurus measures 7 1/2" tall.						

Line	Item	Qty	Description	Price	Extended	Image
109	RA362	6	Soft & Squeezy Wild Animals	$35.14	$210.84	
Specially designed for young children, our adorable wild animals have squeezable soft bodies that are a cinch for little ones to grab, hold and play with! From an alligator and elephant to a zebra and gorilla, our set includes 8 irresistible vinyl animals with charming details and friendly features children are sure to love. Tiger measures 6 1/2" in length.						
110	FF579	6	Blocks & Blueprints Learning Center	$66.49	$398.94	
Little architects can't wait to grab their blueprints and get building! Packed with 50 smooth wooden blocks, our center challenges children to re-create 20 different designs using blueprints to help guide their building. Each blueprint features a footprint of the structure that kids can build right on top of—plus illustrations that show the design from 3 different angles...so children get lots of practice with spatial reasoning, building 3-D structures, early STEM skills and more! Center includes 10 double-sided, laminated 13" x 13" blueprints at 3 levels.						
111	HH668	6	Bamboo Building Blocks - Starter Set	$56.99	$341.94	
Environmentally friendly building blocks—crafted from real bamboo! Designed to help preserve Earth's resources, the blocks are made of rapidly renewable bamboo that's both durable and lightweight—making them perfect for block play. And the blocks come in a variety of imagination-inspiring shapes, including natural-looking columns, roofs, bridges and more. Set includes 42 blocks in 7 shapes; longest block measures 8".						
112	RR759	6	Lakeshore Block Play People with Differing Abilities	$31.34	$188.04	
Increase the diversity of your block play community! The 6 vinyl play people include a variety of ages, ethnicities and genders...with realistic details and adaptive equipment—from leg braces to a hearing aid. Figures are scaled to our Lakeshore Block Play People; tallest figure measures 5 1/2". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs. Out of stock--ship by 10/14/22. ESTIMATED SHIP DATE SUBJECT TO CHANGE						
116	RR653	6	Lakeshore Community Block Play People	$41.79	$250.74	
No city or town is complete without community workers! From a police officer with a badge and cuffs to a scientist with goggles and a beaker, our block play figures have tons of realistic details and represent a variety of occupations, ages and ethnicities. Plus, all 12 vinyl play figures are molded to stand upright...and scaled perfectly to our Lakeshore Block Play People; tallest figure measures 5 1/2". WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs. Out of stock--ship by 09/23/22. ESTIMATED SHIP DATE SUBJECT TO CHANGE						
120	RJ10	6	Block Play Traffic Signs	$28.49	$170.94	
Whether it's "One Way" or "No U Turn," young motorists get the message! Authentic reproductions of actual road signs are scaled for block and transportation play. You get a set of 10 wooden signs; tallest measures 7 1/2" high.						
121	LM826	6	Hardwood Community Vehicles - Set of 10	$37.99	$227.94	
Made of solid hardwood, our vehicles are built to stand up to years of hard-driving block play! Detailed vehicles have easy-rolling wheels, with wooden axles drilled through the vehicles for extra durability. Set comes with 10 vehicles in 10 designs, including a taxi, mail truck, fire engine, city bus and more; 4" to 4 1/2" each. WARNING: CHOKING HAZARD - Item contains small parts. Not for children under 3 yrs. Out of stock--ship by 09/05/22. ESTIMATED SHIP DATE SUBJECT TO CHANGE						

Line	Item	Qty	Description	Price	Extended	Image
125	LA155	10	Lakeshore Jumbo Trike	$284.05	$2,840.50	

Extra-long and low to the ground, our jumbo trike is just right for slightly bigger trike riders. The pedals and handlebars are angled to accommodate longer arms and legs. The large, comfy seat is perfectly positioned to resist tipping, while the backrest keeps riders secure. Trike measures 34 1/4" in length; seat measures 12" high. Simple assembly.
Out of stock--ship by 06/23/22.

127	LA154	10	Lakeshore School Trike	$255.55	$2,555.50	

So safe, comfortable and easy to ride...this classic trike is guaranteed to be a playground favorite! The trike is designed for superior stability, yet it's so lightweight and easy to pedal, children can make it go effortlessly. Plus, a contoured seat and concealed hardware ensure safety. Trike measures 29 1/2" in length; seat measures 13 1/2" high. Simple assembly.
Out of stock--ship by 08/03/22.

129	LA157	3	Lakeshore Taxi-Trike	$407.55	$1,222.65	

Here's a tricycle built for two! This extra-long trike has two roomy, contoured seats, so both driver and passenger enjoy a safe, comfortable ride. Plus, it's a cinch to pedal, even with someone in the backseat! The super-sturdy trike also has a rugged, no-slip platform in back that provides a solid footrest. Trike measures 43 1/4" in length; seats measure 16" high. Simple assembly.
Out of stock--ship by 07/29/22.

131	RA191	3	Beginner's Balance Beams	$160.55	$481.65	

Our sturdy beams help kids build balance and coordination—step-by-step! You get 3 rugged plastic beams that easily connect to 4 big bases, forming a stable walkway that's just 3 1/2" off the ground. Plus, the beams have a textured surface that keeps kids from slipping...and they connect in a variety of ways, so kids can walk a new path every time! Each beam measures 32" in length.

132	AA508	6	Lakeshore Active Play Kit	$246.05	$1,476.30	

Everything you need for tons of fun-filled active play—in one giant, value-packed kit! Our all-in-one kit features 10 durable playground balls in 3 different styles...6 weighted beginner's jump ropes with easy-grip handles...1 long, 14' jump rope for group activities...plus 10 color cones, 6 game hoops and 18 color and number beanbags that are perfect for coordination games, obstacle courses and more! You get a total of 51 pieces. Hoops measure 24". Balls are easy to inflate and deflate with our Automatic Ball Inflator (sold separately below).

Subtotal: $41,800.04
7.75% Tax: $3,239.50
Freight Amount: $0.00
Total: $45,039.54

TOTAL FREIGHT SAVING: $6,270.01

San Bernardino County
Superintendent of Schools

Transforming lives through education

Ted Alejandre
County Superintendent

NOTICE OF AWARD

BID #19/20-1273
FURNITURE: SYSTEMS AND STAND ALONE

June 12, 2020

Lakeshore Learning Materials
Attn: Rafael Muro
2695 E. Dominguez St.
Carson, CA 90895

Dear Mr. Muro,

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. I am pleased to inform you that Lakeshore Learning Materials is one of the successful bidders for providing Furniture: Systems and Stand Alone for the San Bernardino County Superintendent of Schools per Bid #19/20-1273.

A purchase order will be issued as needed for purchases throughout the term of July 1, 2020 through and including June 30, 2021..

If you have any questions or concerns regarding this matter, please feel free to contact me at (909) 386-9508.

Sincerely yours,

Katie M. Hylton, Program Manager
Procurement & Warehouse Services

Business Services • Richard De Nava, Assistant Superintendent
Business Support Services • David O. Reck, Director
760 East Brier Drive • San Bernardino, CA 92408 • P: 909.386.9676 • F: 909.386.9690 • www.sbcss.k12.ca.us

San Bernardino County
Superintendent of Schools

Transforming lives through education

Ted Alejandre
County Superintendent

April 26, 2021

Lakeshore Learning Materials
Attn: Mike Duong
2695 E. Dominguez St.
Carson, CA 90895

RE: BID 19/20-1273 FURNITURE: SYSTEMS AND STAND ALONE

Dear Mr. Duong,

BID#19/20-1273 Furniture: Systems and Stand Alone was awarded to Lakeshore Learning Materials on July 1, 2020 and expires on June 30, 2021. San Bernardino County Superintendent of Schools would like to exercise the (SECOND) one year option and renew the contract for year TWO (2) of the THREE (3) year optional agreement. All conditions of BID#19/20-1273 will remain in effect for the 2021-2022 fiscal year.

Please confirm the extension of the agreement for the 2021-2022 fiscal year by signing below. A fully executed contract will be returned to you for your records upon acceptance of both parties. The San Bernardino County Superintendent of Schools looks forward to continuing our relationship with your company.

Signature 5/3/21 Date

Signature 5/3/2021 Date

Director of Commercial Sales
Title

Kevin Garcia, Program Manager
Procurement & Warehouse Services

Mike Duong
Lakeshore Learning Materials

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.LakeshoreLearning.com

May 21, 2020

San Bernardino County Superintendent of Schools
ATTN: Amber Arias, Procurement Services
760 East Brier Drive
San Bernardino, CA 92408

RE: Bid #19/20-1273 Furniture: Systems and Stand Alone

Dear Ms. Arias and San Bernardino County Superintendent of Schools Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to **Bid #19/20-1273 Furniture: Systems and Stand Alone**. Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder, and foster a lifelong love of learning. With materials, furniture, and environments for infants, toddlers, and children through the 8th grade, we help children reach developmental milestones and achieve educational goals—while still having fun!

Offer
Lakeshore is pleased to present the following offer to the San Bernardino County Superintendent of Schools:

- 5% discount on all non-sale items from Lakeshore's catalogs, website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations).
  Free shipping on orders over $50.00 shipping to one location within the contiguous United States. For orders under $50.00, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of $6.99.

Complimentary White-Glove Delivery & Installation service on orders $10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:

- Unpacking and assembly
- Supervised classroom setup
- Debris removal
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher

Please reference "Per Bid 19/20-1273" on all purchase orders to receive these terms.

Below are additional advantages to working with Lakeshore:

- Unconditional lifetime warranty on all Premium Quality Furniture, tables, desks, chairs, and cots!
- With 99% of our items in stock at all times, there are virtually no back orders.

- We stock all items at our warehouse, so there is never any drop-shipping from the manufacturer.
- You will receive your materials in 4-6 working days from the day we receive your order. Guaranteed!
- You will only receive one invoice for your entire order, eliminating time-consuming paperwork.
- We offer thousands of exclusive products, many of them created by our on-site product developers.
- Products are all classroom-tested/designed specifically to meet the needs of teachers and children.
- To expedite the setup of new equipment, we will pack/label your order according to the room or learning activity.
- Lakeshore maintains the same strict standards that first made us great! Every product we make is distinguished by its quality, safety, educational merit and play value. And naturally, every Lakeshore product is backed by our ironclad guarantee: If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked!

Should you have any questions, please feel free to contact your Regional Manager Dominic Morales at (951) 205-6665 or by e-mail at dmorales@lakeshorelearning.com.

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,

Rafael Muro
Bid Supervisor
Lakeshore Learning Materials

The Bids are due to the Front Desk Receptionist at the time and date specified within the Bid document. Electronic submission of the Bid will **NOT** be accepted.

NOTICE CALLING FOR BIDS

FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 19/20-1273

BID DEADLINE:	**WEDNESDAY JUNE 3, 2020**	**2:00 P.M.**
PLACE OF OPENING:	**San Bernardino County SUPERINTENDENT of Schools** **ATTN: Front Desk Receptionist** **760 East Brier Drive** **San Bernardino, CA 92408**	

Notice is hereby given that the San Bernardino County Superintendt of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the **SUPERINTENDENT.**

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner **"BID ENCLOSED - #19/20-1273 Furniture: Systems and Stand Alone"**

No **VENDOR** may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement Department at (909) 386-9508 or visit http://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/purchasing-contracts-warehouse/upcoming-bids

ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Respectfully,

Katie M. Hylton, Program Manager
Procurement & Warehouse Services

Advertisement #1: 5/15/2020
Advertisement #2: 5/22//2020
Questions Due: 5/27/2020, 2:00 p.m.
Bids Due: 6/3/2020

San Bernardino County Superintendent of Schools

FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 19/20-1273

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR**(s) to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**.

1. INSTRUCTIONS TO VENDORS

VENDORs shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED #19/20-1273 Furniture: Systems and Stand Alone**".

1.1 Delivery Address

San Bernardino Superintendent of Schools
Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

1.2 Bid Opening

VENDORs must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at **2:00 p.m.** on **THURSDAY, MAY 7, 2020**. Bids will be **opened and read at 2:15 p.m. via Webex**. Please email katie.hylton@sbcss.net if you are interested in receiving an invitation and call in information for the virtual bid opening.

1.3 Erasures

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDORs** in making up their bids.

1.4 Withdrawal of Bids

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

1.5 Bid Preparation Cost

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

1.6 Questions Regarding Bid

Questions should be reduced to writing and faxed or e-mailed to Amber Arias, Procurement Services at amber.arias@sbcss.net or (909) 386-9512.

1.7 Bid Content – All bids submitted shall include:

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter

2.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

3.0 AWARD

SUPERINTENDENT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

4.0 VENDORS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

5.0 LENGTH OF CONTRACT

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

6.0 PRICES

6.1 Prices shall remain firm for the entire term of the contract.

6.2 Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.

6.3 Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT.** Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT.**

7.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR**'s quotation. Public school districts are exempt from Federal Excise Tax.

8.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

9.0 DELIVERY

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT.** All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,

invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County** Superintendent **of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

10.0 BRAND NAMES

This bid is a percentage off **VENDOR**'s catalog pricing. **VENDOR** will provide a list of manufacturer's and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

11.0 SAMPLES

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

12.0 RESOURCE CONSERVATION

SUPERINTENDENT is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR**(s).

13.0 QUANTITIES

SUPERINTENDENT does not guarantee quantities.

14.0 SAFETY REQUIREMENTS

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDOR**s receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

15.0 HOLD HARMLESS

VENDOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

16.0 DEFAULT BY VENDOR

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.

17.0 ASSIGNMENT

VENDOR shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

18.0 NOTICE OF TERMINATION

SUPERINTENDENT shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

19.0 CLAIMS/DISPUTES

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

20.0 OTHER AGENCIES: PIGGYBACK CLAUSE

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

21.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

22.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

24.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

25.0 ENTIRE AGREEMENT

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

26.0 EFFECT OF WAIVER

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.

27.0 COVENANT AGAINST GRATUITIES

VENDOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **VENDOR** or any agent or representative of the **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items which **VENDOR** agreed to supply shall be borne and paid for by the VENDOR. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

28.0 PROTEST

VENDORs may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

29.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDOR**s to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

30.0 PERFORMANCE BOND

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

31.0 FINGERPRINTING REQUIREMENTS

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.

33.0 WARRANTY/QUALITY

VENDOR shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

34.0 PREVAILING WAGES

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR

VENDORs must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the VENDOR named in the bidding documents. If VENDOR is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The SUPERINTENDENT reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

36.0 **UNFORESEEN CONDITIONS STORAGE**

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDOR**s bonded, insured warehouse facility no longer than 60 days.

37.0 **REFUSE/DUNNAGE REMOVAL**

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.

SIGNATURE PAGE/BID FORM
(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

ADDENDA: The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

Addendum No. N/A	Date Received N/A	Addendum No. N/A	Date Received N/A
Addendum No. N/A	Date Received N/A	Addendum No. N/A	Date Received N/A

BID AMOUNT: Please provide percentage discount and name of manufacturer below.

5 % off Lakeshore Equipment Company dba Lakeshore Learning Materials manufacturer's list price

_____ % off _____ manufacturer's list price

_____ % off _____ manufacturer's list price

_____ % off _____ manufacturer's list price

_____ % off _____ manufacturer's list price

_____ % off _____ manufacturer's list price

* Complimentary White-Glove Delivery & Installation service on orders $10,000 or more that ship to a single location in the U.S* labor and installation fees

N/A * Stair carry fees

* Free shipping on orders over $50 to one location within the contiguous U.S. * shipping costs (if over 100 miles from distribution warehouse)

YES _____ NO ✓ * Unforeseen Conditions storage per 36.0

**** Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk***

IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.

COMPANY INFORMATION

Company Name: Lakeshore Equipment Company dba Lakeshore Learning Materials

Authorized Representative: Rafael Muro, Bid Supervisor
(Please type or print)

Company Address: 2695 E. Dominguez St. Carson, CA 90895

Telephone Number: (800) 421-5354 Fax Number (310) 537-7990

E-mail Address: biddept@lakeshorelearning.com

Authorized Representative's Signature: [signature]

Frequently Asked Questions (FAQ)

Q1. Section 6.3 states that the "Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent." There is also a line for "Labor and Installation fees" on the Signature Page/Bid From. Can you please clarify the purpose of the "Labor and Installation fees"?

A. **SUPERINTENDENT** may opt to purchase additional items from **VENDOR** that are not included in the awarded group of manufacturer's products.

Also, Section 6.3 states "Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT.** Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT."**

Please notate on the bid form if there are any conditions where **VENDOR** may charge "Labor and Installation Fees", and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc).

Q2. Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.

- Does this mean prevailing wage labor is considered separate from the "labor and installation fees" line on the Bid Signature Page?
- Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?

A. The "labor and installation fees" line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

SUPERINTENDENT may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the **VENDOR** for prevailing wage labor, as described in Section **34.0 PREVAILING WAGES.** It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

Q3. Will a Vendor's answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?

A. No

Q4. Please confirm if this is only a catalog bid or a catalog and line item bid.

A. This is only a catalog bid, with costs based on a percentage off current catalog pricing.

Q5. Is a Manufacture able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.

A. This bid is for authorized **VENDOR**s to provide pricing based on a percentage of the manufacturer's list or catalog price. We would ask your resellers to provide a response to Bid 19/20-1273.

Q6. The Bid #19/20-1273 Furniture: Systems and Stand Alone is due **June 3, 2020**. Can you confirm someone will be in office to accept the bid from UPS? If not, will you be able to accept an electronic copy of our submission?

With the current pandemics are you still requiring a bid to be dropped off in person?

A. **SUPERINTENDENT**'s buildings are open for business; however, the conference rooms are not open to gatherings of more than 10 people due to COVID 19 directives. Bids are due to the Front Desk Receptionist Wednesday, June 3, 2020 at 2:00 p.m., 760 East Brier Drive, San Bernardino, CA 92408. Bid delivery can be made in person; USPS, UPS, Fed Ex, and all other delivery service providers are making daily deliveries to this location. If you want to be a part of the virtual bid opening for Bid # 19/20-1273, please email katie.hylton@sbcss.net. You will be emailed call in information via Webex to hear and see the bid opening; the virtual bid opening **will begin at 2:15 p.m**. Wednesday, June 3, 2020.

NON-COLLUSION DECLARATION
(To Be Submitted with Bid)

The undersigned declares:
I am the Bid Supervisor of Lakeshore Equipment Company dba Lakeshore Learning Materials, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR.** All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

Carson, at California, _____.
(city) (state)

5/21/2020
(date)

X _____, Rafael Muro

WORKERS' COMPENSATION CERTIFICATION
(To Be Submitted with Bid)

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 5/21/2020

VENDOR Lakeshore Equipment Company dba Lakeshore Learning Materials

By: Rafael Muro, Bid Supervisor

Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORs** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following

   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) the availability of drug counseling, rehabilitation and employee-assistance programs;
   4) the penalties that may be imposed upon employees for drug abuse violations.

c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

5/21/2020
Date:

Signature, Vendor

N/A - Available upon award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "**SUPERINTENDENT**", has given to_____hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

FURNITURE: SYSTEMS AND STAND ALONE
BID NO. 19/20-1273

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and_____as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at_____, are held and firmly bound unto the SUPERINTENDENT, in the sum of ____ DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the_____day of_____, 2020.

(Corporate Seal)

PRINCIPAL_____

BY_____

TYPED/PRINTED NAME_____

(Corporate Seal)

TITLE_____

SURETY_____

BY_____

(Attach Attorney-in Fact Certificate)

TYPED/PRINTED NAME_____

TITLE_____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

I understand and will comply with fingerprinting requirements as per Education Code Section 45125.1, 45215.2 and 45122.1

_____, certifies that it has performed one of the following:
(Company Name)

Pursuant to Education Code Section 45125.1, VENDOR has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the agreement number _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

OR

Pursuant to Education Code Section 45125.2, VENDOR will ensure the safety of pupils by one or more of the following methods:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Rafael Muro
Printed Name

Authorized Signature

5/21/2020
Date

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

CONSOLIDATED SELLER'S PERMIT

CONSOLIDATED ACCOUNT NUMBER

1/1/1993 SR Y AB 99-210167

LAKESHORE LEARNING MATERIALS
LAKESHORE HOLDING CORP., ET AL
2695 E DOMINGUEZ ST
CARSON, CA 90810-1348

THIS PERMIT DOES NOT

AUTHORIZE RETAIL SALES

IS HEREBY AUTHORIZED PURSUANT TO RULES AND REGULATIONS OF THE BOARD TO FILE CONSOLIDATED SALES AND USE TAX RETURNS UNDER THE ABOVE CONSOLIDATED ACCOUNT NUMBER

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

FOR GENERAL TAX QUESTIONS PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-M REV. 10 (6-00)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections* 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax,** Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees,** Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes,** Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated.

BOE-324-A REV. 9 (8-97)

Lakeshore®

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.LakeshoreLearning.com

Drug-Free Workplace Certification

Lakeshore Learning Materials intends to help provide a safe and drug-free work environment for our employees and customers. With this goal in mind, we have established the following drug-free workplace policy.

Lakeshore explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Lakeshore or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Lakeshore or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

All employees are made aware of our Drug-Free Workplace policy. Any employee found to be in violation of the policy will be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

5/21/20

Rafael Muro Date
Bid Supervisor

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.lakeshorelearning.com

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly elected and acting Assistant Secretary of Lakeshore Equipment Company, a California corporation (the "Corporation"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Directors of the Corporation by unanimous written consent on January 31, 2020; and that said resolution has not been amended or repealed and is still in full force and effect:

> THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Bid Manager, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Chelsea Gayden, be, and she hereby is, appointed and designated as Bid Analyst, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Corporation in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Corporation's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 21st day of May, 2020.

X Bo Kaplan

David Bo Kaplan
Assistant Secretary

Client#: 437700 LAKESEQUIP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2020

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

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

PRODUCER
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
1 Polaris Way #300
Aliso Viejo, CA 92656

CONTACT NAME: Nick Newell
PHONE (A/C, No, Ext): 949-425-7312 FAX (A/C, No):
E-MAIL ADDRESS: Nick.Newell@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Sentry Casualty Company	28460
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lakeshore Equipment Company
2695 E. Dominguez Street
Carson, CA 90895

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			72ECSOF7567	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X SIR $10K (Prem Liab)						MED EXP (Any one person)	$EXCLUDED
	X SIR $500K All Other						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			72UUNVK0890	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			901691001	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$1,000,000
				901691002	07/01/2019	07/01/2020	E.L. DISEASE - EA EMPLOYEE	$1,000,000
				$500,000 Retro			E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Hired Auto Physical Damage:
Limit - $50,000
Comprehensive Ded - $500
Collision Ded - $1,000

(See Attached Descriptions)

CERTIFICATE HOLDER

San Bernardino County
Superintendent of Schools
760 East Brier Drive
San Bernardino, CA 92408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nick Newell

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DESCRIPTIONS (Continued from Page 1)

San Bernardino County Superintendent of Schools is included as additional insured as respects to General Liability per attached endorsement.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Maintenance, Operations,
Transportation & Facilities Dept.
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF VISTA DEL MAR MIDDLE SCHOOL SCIENCE CLASSROOM FURNITURE THROUGH PIGGYBACK AGREEMENT BETWEEN DUARTE UNIFIED SCHOOL DISTRICT AND METEOR EDUCATION, LLC (BID NO. 19-20-04)

BACKGROUND INFORMATION:
The purpose of this piggyback agreement is to purchase Vista Del Mar Middle School Science furniture.

Pursuant to Public Contract Code 20118, the District would like to take advantage of the agreement established between the Duarte Unified School District and MeTEOR (Bid No. 19-20-04) "Piggyback" clause. This will not only be cost effective, but time effective as well.

RECOMMENDATION:
Approve the purchases of Vista Del Mar Middle School Science Classroom furniture through piggyback agreement between Duarte Unified School District and MeTEOR Education, LLC (Bid No.19-20-04) pursuant to Public Contract Code 20118. Cost implications will be from the General Obligation Bond funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

To Be Determined
(Amount)

General Obligation Bond Funds
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

DUARTE
UNIFIED SCHOOL DISTRICT

1620 Huntington Drive
Duarte, CA 91010
Phone (626) 599-5000
Fax (626) 599-5069

BOARD OF EDUCATION
Kenneth Bell
Ceci Carroll
Reyna Diaz
Dr. James Finlay
Tom Reyes

SUPERINTENDENT
Gordon Amerson, Ed.D.

December 20, 2019

MeTEOR Education, LLC.
690 NE 23rd Avenue
Gainesville, Fl. 32609

Project: DUSD – State-Wide Cooperative Comprehensive School Furniture Projects
19-20-04

SUBJECT: **NOTICE OF AWARD**

Dear Mr. Land

You are hereby notified that your firm has been approved by the Duarte Unified School District Board of Education on December 19, 2019, to participate in the State-Wide Cooperative Comprehensive School Furniture Projects that will take place on an as needed basis and as determined by the individual School Districts throughout the State of California

The District thanks you for your participation

Sincerely,

BRADLEY E. PATTERSON
Chief Facilities officer

Enclosure

cc: Osberto Geno
Sulema Arteaga
Jerry Skaff
File: (w/ one copy of the NOA)

AGREEMENT FORM

DUARTE UNIFIED SCHOOL DISTRICT Bid #19-20-04

THIS AGREEMENT, entered into this 19 day of November, 2019 in the County of Los Angeles of the State of California, by and between the Duarte Unified School District, hereinafter called the "DISTRICT", and **MeTEOR Education, LLC.** hereinafter called the "CONTRACTOR" with a principal place of business located at **690 NE 23rd Avenue, Gainesville, FL. 32609.**

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **BID # 19-20-04 Statewide cooperative, utilization agreement for school amenities, equipment and other associated items for the innovative learning environment and student comfort** in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT has given notice to proceed. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR services shall be from January 1, 2020 thru December 31, 2020 (one–year out) and may be extended yearly by mutual consent through December 31, 2025 (5-years out), and subject to performance reviews made by the District. Annual increases are based on the CPI (not to exceed 3% per year.)

ARTICLE 3 - LIQUIDATED DAMAGES: (Not Applicable)

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents. **The Contract price is based upon the Contractor's Bid Proposal.** The District's payment shall be in accordance with the Contract documents. The 'District' shall be guaranteed 2% of total sales in regards to the PIGGYBACK Furniture and Ancillary Agreement. (When a school district elects to use the Duarte piggyback furniture and ancillary agreement as a means of access of goods and services, the district will be paid 2%) Quarterly reports are due

the last day of each month, March, June, September, December and payments are due **the last day of each month, April, July, October, and January.**

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Rules of Conduct
General Conditions
Supplementary and Special Conditions- Scope of Work
Specifications

All Addenda as Issued
Drawings/Plans
Substitution Request Form
Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: If the District requires prevailing wages due to the scope of the project or believes that the project qualifies for prevailing wages, a separate quote will be issued by the awarded bidder for the specific manufacturer for the labor and installation; and an adjustment in pricing may occur. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available online from the Director of the Department of Industrial Relations at www.dir.ca.gov

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR and/or installer must possess throughout the Process/ Project a Class B, and/or C-61 Contractor's License, issued by the State of California, which must be current and in good standing pursuant to public Contract Code 3300

ARTICLE 11 - FUEL CHARGE. Should fuel prices in Southern California exceed $ 5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of fuel falls below $5.00 a gallon for 10 consecutive days, the rate of pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.

Article 12 - STEEL CHARGE. Steel material costs remain volatile globally and if there is a significant escalation in steel costs per Producer Price Index, District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of Steel Costs.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Duarte Unified School District

CONTRACTOR: METEOR Education, LLC

Signature

James A. Land
Typed or Printed Name

Contractor License #: 1013969
DIR: 1000009454
(Authorized Officer or Agent & License #)

Corporate officer (Secretary) and Managing Director
Title

By: Jim Bauler
Assistant Superintendent of Business Service

Dated: 3/11/2020

Signature

(CORPORATE SEAL) N/A

Left Blank Intentionally

	Admin	Art room	Auditorium	Café	CR 3-4	CR 4-5L	CR 4-6	Cr 6-8	CR 6-8KF	CR 6-8KI	CR HS	CR Pri 1-2	Comm Sp	Com Tec	Conf	Couns	Culin Rm
Meteor**	11,761.61	18,348.07	417,922.09	54,465.71	30,450.57			28,660.92			56,605.94	13,231.73	76,620.62	63,246.13	12,341.14	11,215.22	10,812.10
** For Catalog disc																	
See Bid Forms																	
Numerous Disc																	
Progressive*																	
CSI Elements Catalog Disc from published price List 5%																	
TLS Elements Catalog Disc 5%																	
KI										14,754.21							
Virco*							12,533.27										
Pro CAT 67.40% dis																	
Furniture & Equipment Catalog																	
Lakeshore *						11,155.16											
Early Childhood Catalog 6%																	
Elementary Childhood Catalog 6%																	
ONLINE Catalog 6%																	

	E gaming	Ex A Services	EX B	EX C	EX D	Food CRT	Kinder	Lib Media	Locker Rn	MPR	Music	Nurses	Out Door	PlayGRD	Preschool	Principal	Recpt
Meteor	6,955.90	yes	Have			80,372.23	11,038.26	133,045.88	1,688.96	53,777.53	50,076.02	5,663.49	65,313.71	33,291.37	13,637.98	9,563.80	17,458.16
Lakeshore		yes	Have														
Virco		yes	Have														

DUARTE UNIFIED SCHOOL DISTRICT

EXTENTION AGREEMENT 2021

CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2021

19-20-04

THIS AGREEMENT, entered into this 19th day of December, 2019 in the County of Los Angeles of the State of California, by and between the _Duarte Unified School District, hereinafter called the **"DISTRICT"**, and MeTEOR Education, hereinafter called the **"CONTRACTOR"** with a principal place of business located at ~~North Carolina~~ . 690 NE 23rd Avenue Gainesville, FL 32609

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **Bid # 19-20-04 - CLASSROOM and OFFICE FURNITURE** in strict accordance with the **original** contract documents dated 11 December, 2019, enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (30) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within **(to be determined at time of per project award)** calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence. The CONTRACTOR services shall be from January 1, 2020 thru December 31, 2020 (one–year out) and may be extended yearly by mutual consent through December 31, 2025 (5-years out), and subject to performance reviews made by the District. Annual increases are based on the CPI (not to exceed 3% per year.)

Not applicable per original contract

ARTICLE 3 - LIQUIDATED DAMAGES: ~~It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of **(To be determined, If Required)** per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.~~

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **(Costs determined at time of quote on a per Project basis as indicated in bid proposal)** said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in

connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the **ORIGINAL** Contract as part of the bid documents:

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Instructions to Bidders
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity

Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Rules of Conduct
General Conditions
Supplementary and Special Conditions- Scope of Work
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

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ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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DIR: 1000009454, expiration date 6/30/2022

ARTICLE 11 - FUEL CHARGE. Should fuel prices in Southern California exceed $ 5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of fuel falls below $5.00 a gallon for 10 consecutive days, the rate of pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Duarte Unified School District

Jim Bauler

Asst; Superintendent od Business Service

Signature

Dated: 1/14/2021

CONTRACTOR: MeTEOR Education, LLC.

James A. Land
Typed or Printed Name

Corporate Officer - Secretary
Title

Signature

N/A
Type or Printed Name

N/A
Title (Authorized Officers or Agents)

N/A
Signature

Dated: 12-17-2020

(CORPORATE SEAL)

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DUARTE
UNIFIED SCHOOL DISTRICT
1620 Huntington Drive
Duarte, CA 91010
Phone (626) 599-5000
Fax (626) 599-5069

LETTER OF TRANSMITTAL

To: James A. Land
Company: **MeTEOR Education, LLC**
Address: 690 NE 23rd Avenue
Gainesville, FL 32609
Phone: 800-699-7516

Date: 01/24/2022
RE:

Program:
Project: **Bid # 19-20-04 Duarte Unified District Classroom and Office Furniture**
Project No.: 19-20-04

Item:
xx ☐ **Attached** ☐ **Under separate cover via**

Copies	Date *(On Document)*	Description
2		Extension Agreements

Transmitted:
☐ **For your information** ☑ **Review and signature** ☐ **For your use**
☑ **As requested** ☐ **Revise and resubmit**
☐ **Other**

Remarks: Please sign and return both copies

CC: Osberto Geno, Sulema Arteaga

DUARTE
UNIFIED SCHOOL DISTRICT

1620 Huntington Drive
Duarte, CA 91010
Phone (626) 599-5000

BOARD OF EDUCATION
Kenneth Bell
Ceci Carroll
Reyna Diaz
Dr. James Finlay
Jacqueline Ku

SUPERINTENDENT
Gordon Amerson, Ed.D.

January 21, 2022

James A. Land
MeTEOR Education
690 NE 23rd Avenue
Gainesville, GL 32609

Re: Bid #19-20-04 Statewide Cooperative, Utilization Agreement for School Amenities, Equipment and Other Associated Items

Dear Mr. Land:

Contracts for the Statewide Cooperative, Utilization Agreement for School Amenities, Equipment and Other Associated Items - Bid #19-20-04, were Board approved for a 5 year time frame on December 19, 2019 with a stipulation that one -year extensions will be issued, if approved by both parties, and the cost escalations will be pre CPI (not to exceed 3%). The extensions are part of the original Board Approved contracts therefore do not require annual approval.

Sincerely,

Tiffany Bell
Assistant Superintendent
Business Services

DUARTE UNIFIED SCHOOL DISTRICT

EXTENTION AGREEMENT 2022

CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2022

19-20-04

THIS AGREEMENT, entered into this 19th day of December, 2019 in the County of Los Angeles of the State of California, by and between the _Duarte Unified School District, hereinafter called the **"DISTRICT"**, and Meteor Education, hereinafter called the **"CONTRACTOR"** with a principal place of business located at 690 NE 23rd Ave Gainesville, FL 32609.

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **Bid # 19-20-04 - CLASSROOM and OFFICE FURNITURE** in strict accordance with the **original** contract documents dated 11 December, 2019, enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (30) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within **(to be determined at time of per project award)** calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence. The CONTRACTOR services shall be from January 1, 2022 thru December 31, 2022 (one–year out) and may be extended yearly by mutual consent through December 31, 2025 (5-years out), and subject to performance reviews made by the District. Annual increases are based on the CPI (not to exceed 3% per year.)

ARTICLE 3 - LIQUIDATED DAMAGES; NOT Applicable

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **(Costs determined at time of quote on a per Project basis as indicated in bid proposal)** said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

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Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in

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Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
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All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov

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California Contractors License #1013969, expiration date 5/31/2022
DIR: 000009454, expiration date 6/30/2022

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Duarte Unified School District

Tiffany Bell

Asst; Superintendent od Business Service

_____
Signature

Dated: _____

CONTRACTOR: Meteor Education, LLC.

James A. Land
Typed or Printed Name

Secretary
Title

x
Signature

N/A
Type or Printed Name

Title (Authorized Officers or Agents)

N/A
Signature

Dated: 1-31-2022

(CORPORATE SEAL) N/A

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DUARTE UNIFIED SCHOOL DISTRICT

EXTENTION AGREEMENT 2022

CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2022

19-20-04

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Tiffany Bell

Asst; Superintendent od Business Service

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Signature

Dated: _____

CONTRACTOR: Meteor Education, LLC.

James A. Land
Typed or Printed Name

Secretary
Title

x
Signature

N/A
Type or Printed Name

Title (Authorized Officers or Agents)

N/A
Signature

Dated: 1-31-2022

(CORPORATE SEAL) N/A

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DUARTE
UNIFIED SCHOOL DISTRICT
1620 Huntington Drive
Duarte, CA 91010
Phone (626) 599-5000
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Date: 01/24/2022
RE:

Program:
Project: **Bid # 19-20-04 Duarte Unified District Classroom and Office Furniture**
Project No.: 19-20-04

Item:
xx ☐ **Attached** ☐ **Under separate cover via**

Copies	Date *(On Document)*	Description
2		Extension Agreements

Transmitted:
☐ **For your information** ☑ **Review and signature** ☐ **For your use**
☑ **As requested** ☐ **Revise and resubmit**
☐ **Other**

Remarks: Please sign and return both copies

CC: Osberto Geno, Sulema Arteaga

DUARTE
UNIFIED SCHOOL DISTRICT

1620 Huntington Drive
Duarte, CA 91010
Phone (626) 599-5000

BOARD OF EDUCATION
Kenneth Bell
Ceci Carroll
Reyna Diaz
Dr. James Finlay
Jacqueline Ku

SUPERINTENDENT
Gordon Amerson, Ed.D.

January 21, 2022

James A. Land
MeTEOR Education
690 NE 23rd Avenue
Gainesville, GL 32609

Re: Bid #19-20-04 Statewide Cooperative, Utilization Agreement for School Amenities, Equipment and Other Associated Items

Dear Mr. Land:

Contracts for the Statewide Cooperative, Utilization Agreement for School Amenities, Equipment and Other Associated Items - Bid #19-20-04, were Board approved for a 5 year time frame on December 19, 2019 with a stipulation that one -year extensions will be issued, If approved by both parties, and the cost escalations will be pre CPI (not to exceed 3%). The extensions are part of the original Board Approved contracts therefore do not require annual approval.

Sincerely,

Tiffany Bell
Assistant Superintendent
Business Services

DUARTE UNIFIED SCHOOL DISTRICT

EXTENTION AGREEMENT 2022

CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2022

19-20-04

THIS AGREEMENT, entered into this 19th day of December, 2019 in the County of Los Angeles of the State of California, by and between the _Duarte Unified School District, hereinafter called the **"DISTRICT"**, and Meteor Education, hereinafter called the **"CONTRACTOR"** with a principal place of business located at 690 NE 23rd Ave Gainesville, FL 32609.

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **Bid # 19-20-04 - CLASSROOM and OFFICE FURNITURE** in strict accordance with the **original** contract documents dated 11 December, 2019, enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (30) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within **(to be determined at time of per project award)** calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence. The CONTRACTOR services shall be from January 1, 2022 thru December 31, 2022 (one–year out) and may be extended yearly by mutual consent through December 31, 2025 (5-years out), and subject to performance reviews made by the District. Annual increases are based on the CPI (not to exceed 3% per year.)

ARTICLE 3 - LIQUIDATED DAMAGES; NOT Applicable

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **(Costs determined at time of quote on a per Project basis as indicated in bid proposal)** said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in

connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the **ORIGINAL** Contract as part of the bid documents:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity

Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Rules of Conduct
General Conditions
Supplementary and Special Conditions- Scope of Work
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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California Contractors License #1013969, expiration date 5/31/2022
DIR: 000009454, expiration date 6/30/2022

ARTICLE 11 - FUEL CHARGE. Should fuel prices in Southern California exceed $ 5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of fuel falls below $5.00 a gallon for 10 consecutive days, the rate of pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

SIGN HERE

Duarte Unified School District

Tiffany Bell

Asst; Superintendent od Business Service

_____
Signature

Dated: _____

CONTRACTOR: Meteor Education, LLC.

James A. Land
Typed or Printed Name

Secretary
Title

x
Signature

N/A
Type or Printed Name

Title (Authorized Officers or Agents)

N/A
Signature

Dated: 1-31-2022

(CORPORATE SEAL) N/A

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DUARTE UNIFIED SCHOOL DISTRICT

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CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2022

19-20-04

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IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Duarte Unified School District

Tiffany Bell

Asst; Superintendent od Business Service

_____
Signature

Dated: _____

CONTRACTOR: Meteor Education, LLC.

James A. Land
Typed or Printed Name

Secretary
Title

x
Signature

N/A
Type or Printed Name

Title (Authorized Officers or Agents)

N/A
Signature

Dated: 1-31-2022

(CORPORATE SEAL) N/A

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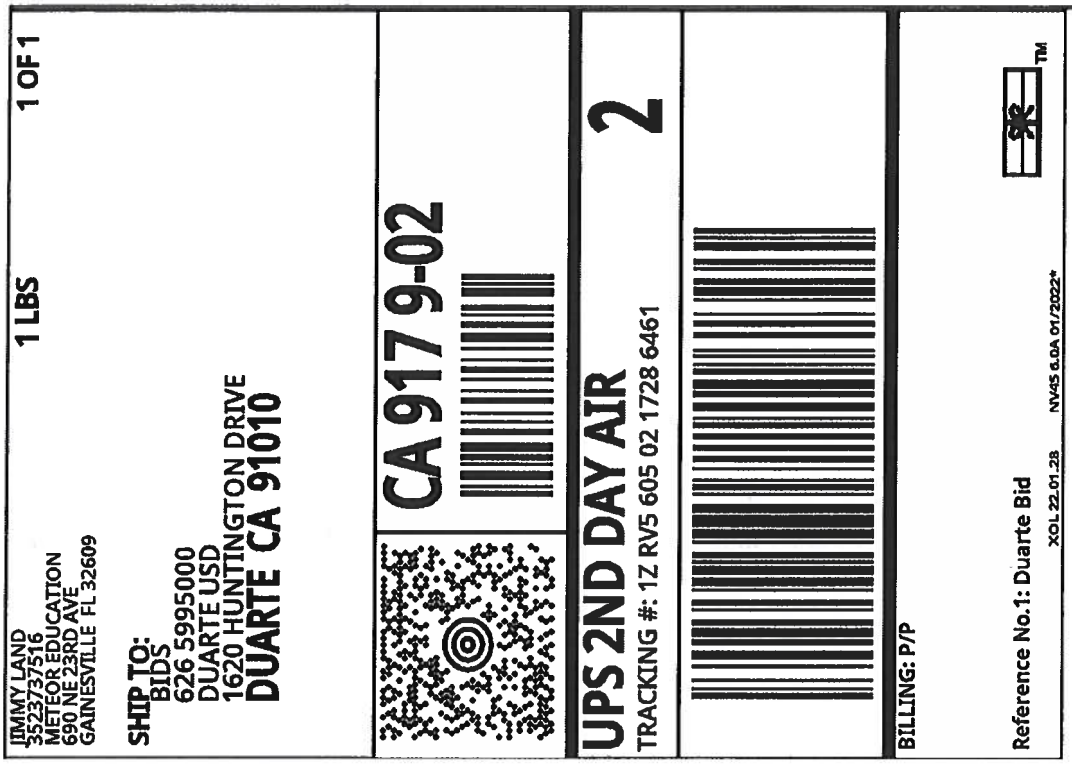
JIMMY LAND
3523737516
METEOR EDUCATION
690 NE 23RD AVE
GAINESVILLE FL 32609
1 LBS
1 OF 1
SHIP TO:
BIDS
626 5995000
DUARTE USD
1620 HUNTINGTON DRIVE
DUARTE CA 91010
CA 91179-02
UPS 2ND DAY AIR
2
TRACKING #: 1Z RV5 605 02 1728 6461
BILLING: P/P
Reference No.1: Duarte Bid
XOL 22.01.28
NV45 6.0A 01/2022*

State Wide Furniyure and Equipment Bid Matrix

	Lakeshore Learning	Virco	Progressive	Meteor**	KI
	Early Childhood	Pro CAT 67.40% dis	CSI Elements Catalog	** For Catalog disc	
	Catalog 6%	Furniture and	Disc from published	See Bid Forms	
	Elementary Childho	Equipment Catalog	price list 5%	Numerous Disc	
	Catalog 6%		TLS Elements Catalo		
	ONLINE Catalog 6%		Discount 5%		
			Flooring Catalog		
Admin				11,761.61	
Art Room				18,348.07	
Auditorium				417,922.09	
Café				54,465.71	
CR 3-4				30,450.57	
CR 4-5L	11,155.16				
CR 4-6		12,533.27			
Cr 6-8				28,660.92	
CR 6-8KF					
CR 6-8KI					14,754.21
CR HS				56,605.94	
CR Pri 1-2				13,231.73	

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	Early Childhood	Pro CAT 67.40% dis	CSI Elements Catalog	** For Catalog disc	
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	Catalog 6%		TLS Elements Catalo		
	ONLINE Catalog 6%		Discount 5%		
			Flooring Catalog		

Comm Sp	76,620.62	
Com Tec	63,246.13	

Conf				12,341.14
Couns				11,215.22
Culin Rm				10,812.10
Flooring			440,406.67	
Wellness			6,672.56	
Storage				9.016.12
E gaming				6,955.90
Ex A	YES	YES	YES	YES
EX B	HAVE	HAVE	HAVE	HAVE
EX C				
EX D				
Food CRT				80,372.23
Kinder				80,372.23
Lib Media				80,372.23
Locker Rm				80,372.23
	Lakeshore Learning	Virco	Progressive	Meteor**
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	Catalog 6%	Furniture and	Disc from published	See Bid Forms
	Elementary Childho	Equipment Catalog	price list 5%	Numerous Disc
	Catalog 6%		TLS Elements Catalo	
	ONLINE Catalog 6%		Discount 5%	
			Flooring Catalog	
MPR				53,777.53
Music				50,076.02
Nurses				5,663.49
Outdoor				65,313.71
Play Grd				33,291.37

Preschool								13,637.98		
Principal								9,563.80		
Recpt								17,458.16		
SPED								13,316.97		
STEAM								26,378.59		
Teach Loung								49,049.98		
VOC								26,743.98		

DUARTE UNIFIED SCHOOL DISTRICT

EXTENTION AGREEMENT 2021

CLASSROOM and OFFICE FURNITURE (1-Year Extension) 2021

19-20-04

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Not applicable per original contract

ARTICLE 3 - LIQUIDATED DAMAGES: ~~It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of **(To be determined, If Required)** per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.~~

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(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the **ORIGINAL** Contract as part of the bid documents:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity

Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Rules of Conduct
General Conditions
Supplementary and Special Conditions- Scope of Work
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations at www.dir.ca.gov

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a _TBD__ Contractor's License, issued by the State of California, which must be current and in good standing. California Contractor's License # 1013969, expiration date 5/31/2022
DIR: 1000009454, expiration date 6/30/2022

ARTICLE 11 - FUEL CHARGE. Should fuel prices in Southern California exceed $ 5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of fuel falls below $5.00 a gallon for 10 consecutive days, the rate of pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Duarte Unified School District

Jim Bauler

Asst; Superintendent od Business Service

Signature

Dated: 1/14/2021

CONTRACTOR: MeTEOR Education, LLC.

James A. Land
Typed or Printed Name

Corporate Officer - Secretary
Title

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

Dated:

(CORPORATE SEAL)

Left Blank Intentionally

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Willow Elementary
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO BALBOA THEATER – WILLOW SCHOOL

BACKGROUND INFORMATION:
The Principal at Willow School is requesting approval to send approximately 105 fifth grade students, teachers, and chaperones to an educational field trip to Balboa Theater on May 25, 2022. By attending this field trip, students will learn about music appreciation and to inspire through the experience of live music, generate creativity, academic success, and cultural understanding.

Cost implications include $849.60 for transportation services, which will be sponsored by Classics 4 Kids and $6.00 entry fees per participant, which will be covered with school Title I funds.

RECOMMENDATION:
Approve/Ratify the educational field trip to Balboa Theater for fifth grade students from Willow School scheduled for May 25 at the total cost of $618.00 for student fees from Title I Funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement and Goal 3: School Culture and Student Engagement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$618.00
(Amount)

Title I Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Department
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: LICENSES FROM LEARNING A-Z FOR THE RAZ-PLUS PROGRAM AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING

BACKGROUND INFORMATION:

Learning A-Z is an education technology company dedicated to expanding literacy through thoughtfully designed resources like Raz-Plus.

Raz-Plus is a blended learning platform that combines teacher-led whole-class and small-group instruction with technology-enabled resources for personalized reading practice. All resources are accessible online and available in printable, projectable, and digital formats to strengthen the connection between what is being taught and what students independently practice.

- Deliver standards-aligned reading instruction with more than 50,000 resources that develop key 21st century skills.
- Personalize reading practice with more than 3,000 developmentally appropriate leveled books and additional reading resources available in printable, projectable, online, and mobile formats. • Build comprehension skills and strategies with lesson plans, activity sheets, and quizzes that accompany each leveled book.
- Inform instruction with online, data-driven reports that show individual and class-wide activity and performance.

RECOMMENDATION:

Approve the purchase of licenses from Learning A-Z for the Raz-Plus program as supplemental materials for literacy for the 2022-23 school year a total cost of $36,109.50 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement ~ Action 1.16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$36,109.50
(Amount)

Title I Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Learning A-Z License Quote

Date: 02/20/22

Todd Lewis
San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173

619-428-4476
todd.lewis@sysdschools.org

Thank you for requesting a quote from Learning A-Z, Todd Lewis!
Your username is toddlewis
Your reference number is 9684762.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
Raz-Plus.com	Renew	**181** classrooms, **Start:** 09/23/22 **End:** 09/23/23	$41,268.00	-$5158.50	$36,109.50	$68,608.05	$97,495.65

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	**($5,158.50)**	**($13,927.95)**	**($26,308.35)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$36,109.50**	**$68,608.05***	**$97,495.65***

Promo Code: Renewal2022C
Approved By: Tom DeWitt on 02/22/2022

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/22.

Quoted prices are based on specified quantities and terms. Please contact your representative for adjustments.

Prepared by: Tiffany Thompson

1840 E RIVER RD STE 220
TUCSON AZ 85718-5997
USA
phone: 520.618.3868
fax: 520.618.3738
Tiffany.Thompson@learninga-z.com

We appreciate your business. With a long-term investment you are able to lock in your price and receive additional discounting. Pricing is available for up to 5 years. Your discounted Raz-Plus per license pricing for a 1 year order = $199.50; 2-year order = $189.52; 3-year order = $179.55

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor

3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

If sending electronically, send to orders@learninga-z.com.

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

https://help.learninga-z.com/article/Terms-of-Service

Thank you for your business!

© Learning A-Z

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROJECT LEAD THE WAY FOR 2022-23

BACKGROUND INFORMATION:

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive.

Project Lead The Way offers different programs, and our District has been participating on the following:

- *Launch Program*: For students grades Kinder through 5th – This program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge.
- *Gateway Program*: For grades 6th through 8th - Through explorations of coding and robotics, flight and space, and DNA and crime scene analysis, the *Gateway Program* fuels students' passion for discovery. As they engage in hands-on, collaborative problem solving focused on real-world challenges, students use and stretch their imaginations in brand-new ways and connect their learning to life.

Educational Services would like to continue with the PLTW Gateway and Launch Programs during the 2022-23 school year at the cost of $950.00 for each site.

RECOMMENDATION:

Approve the Project Lead the Way *Gateway Program* to be an elective course at the two Middle Schools and the PLTW-*Launch Program* for all Elementary Schools for the 2022-23school year at the total cost of $6,650.00 from the Title IV fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #7, and Goal 3: School Culture and Student Engagement, Action #8

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,650.00	Title IV fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: THE COLLEGE BOARD FOR SPRINGBOARD MATHEMATICS MATERIALS FOR 2022-23

BACKGROUND INFORMATION:
SpringBoard Mathematics is a core curriculum for all students in grades 6th –12th. It is a complete instructional program, aligned to State standards, which gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented in the 2017-18 school year, and as in previous years, we need to enter into a purchase agreement for the 2022-23 school year. The purchase agreement with The College Board includes SpringBoard Math materials and coaching services that feature rigorous standards, instructional resources, and formative assessments in Mathematics through a web-supported integrated program for students in grades 6th- 8th.

RECOMMENDATION:
Approve the purchase of materials from The College Board for the SpringBoard Math Program for grades 6th to 8th at the cost of $24,964.20 to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Action # 24

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$24,964.20
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the June 9, 2022, Board meeting:

- CAASFEP 2022 Professional Development Institute
- School Finance Conference
- State & Federal 101
- Teaching Transitional Kindergarten Information Session

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions: 2, 17, 18 and 20 & Goal 2: English Language and Academic Language Development – Actions: 3, 5 and 9

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

APPROXIMATE COST
$3,270.00
(Amount)

Title II Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – June 9, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Cynthia Gonzalez, Luis Ramos, Adriana Aguilar	CAASFEP 2022 Professional Development Institute	San Diego	November 2-4, 2022	$3,270.00	Title II Fund
Marilyn Adrianzen	School Finance Conference	Online	July 14, 2022	$0	N/A
Cynthia Gonzalez, Luis Ramos, Adriana Aguilar	State & Federal 101	Online	September 8, 2022	$0	N/A
Linda Olea	Teaching Transitional Kindergarten Information Session	Online	June 7, 2022	$0	N/A

BUSINESS

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and Resolution No. 21/22-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2021-22 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:
Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2023 Budget? ☒ Yes ☐ No

Requisition #

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

June 9, 2022

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Gloria Gonzalez Photography	Provide school portraits during the 2021-22 promotion ceremonies.	$7,000.00	General	Adrianzen
2	Marina Vilage LLC	Use of facilities for Management Team Leadership Academy (July 13-14, 2022)	$1,200.00	General	Adrianzen
3	Megan Stone DO, Inc	Provide medical consultation services (2022-2024)	$500.00	LEA, Medi-Cal Billing	Gonzalez/Madera
4	San Diego County Superintendent of Schools	Amendment No. 1 / SDCOE - Improving Chronic Absence Network (ICAN), Cohort 2 (2022-23)	N/A	N/A	Gonzalez
5	WeTip	Provide a anonymous safe reporting tool to report school and community concerns. (2022-2024)	Annual $600.00	General	Adrianzen
6	San Diego County Superintendent of Schools	Support the District in its effort to conduct executive searches for two administrative leadership positions. (06-10-22 to 08-31-22)	$10,000.00	General	Potter

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:
Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff for several years. Services are provided based on principal's choice to participate.

Gonzalez Photography is available to take pictures of each student during the promotion ceremonies that will take place districtwide from June 6th to June 9th, 2022. Pictures will be taken as students receive their certificate. This will prevent parents from getting up from their seats to take pictures helping the event stay as organized as possible. Students will receive one 5x7 printed photograph at no cost to them. The District will pay the $6.00 per picture fee for the approximate 1,161 students that will be promoting.

School	# Students	School	# Students
Smythe	98	Ocean View Hills	275
La Mirada	88	Vista Del Mar Middle	249
Sunset	98	San Ysidro Middle	267
Willow	119		

RECOMMENDATION:
Approve/Ratify the agreement with Gloria Gonzalez Photography to provide school portraits during the 2021-22 promotion ceremonies at an estimated cost of $7,000.00 from the General fund. Students will receive a free picture of them receiving their certificate during these special events.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$7,000.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9th day of June 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography Company/Consultant	(619) 409-2027 Telephone Number
5317 Vista Santa Margarita, San Diego, CA 92154 Address	fotografiagloria@gmail.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall maintain a valid and current City of San Diego Business Tax Certificate for the duration of this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: June 6, 2021 To: June 10, 2022

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE
(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.
2. **Automobile Liability: $1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(Any self-retained limit shall be greater than $25,000 per occurrence/event.*

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status
The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the disclosure of the Confidential Information to any person or entity not connected with the performance of the

services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub

consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:
Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	marilyn.adrianzen@sysdschools.org	

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement and includes the Coronavirus Addendum.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
Gloria Gonzalez Photography	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number	Board Approved

ADDENDUM

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Consultant's Initials _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form.

_____(*Initial*) Consultant will provide a list of their employee's names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(*Initial*) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assemby Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

EXHIBIT A

Gloria Gonzalez Photography will be take photographs of students that will promote during the 2021-22 Promotion Ceremonies at the various District school sites. See attached Scope of Work.

Below is an estimated count of the students that will be promoting at each school and time/dates:

Date	School	5th Grade	6th Grade	8th grade	# Students
06-06-22	Willow		9:00 AM		119
06-07-22	La Mirada		9:00 AM		55
06-08-22	Sunset		9:00 AM		98
06-08-22	OVH	9:00 AM	12:00 PM		275
06-08-22	Smythe		10:00 AM		98
06-09-22	SYMS			10:30 AM	267
06-09-22	VDM			8:30 AM	249
					1161

gloria gonzáley
PHOTOGRAPHY

Exhibit A

May 21, 2022

To whom it may concern:

I am writing to let you know about the work that we will carry out this year in the schools of the San Ysidro District.

We will cater to all promotions ceremonies at all levels, from preschool to middle school.

Due to the speed at which we must work, we will not set up a photographic studio; we will bring professional equipment such as a camera and flash to take pictures of each of the graduates.

The plan is to take a photo of each student in the same area as they receive the certificate; this will prevent parents from getting up from their seats to take pictures helping the event stay as organized as possible.

We commit to deliver one 5x7 printed photograph to each graduate at the cost of **6 dollars per photo**.

At each event, we will make ourselves available for additional photos if requested by the parents. The images taken will be available for purchase by the parents via our online gallery; this is without any commitment to the district and at no cost to parents allowing parents and students to have more photos of this important event.

The number of students is approximate, and the days and times will be those indicated by each school principal.

Safety protocols against COVID-19: The staff is now fully vaccinated and trained to follow the CDC's guidelines. They will wear masks at all times, use hand sanitizer and keep a proper distance.

Sincerely
Gloria A. Gonzalez
Of Gloria Gonzalez Photography

(619) 409- 2027
fotografiagloria@gmail.com
www.gloriagonzalezfotografia.com
facebook.com/fotografia.gloria

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services,
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARINA VILLAGE, LLC

BACKGROUND INFORMATION:
San Ysidro School District's administrative staff will conduct their annual Management Team Leadership Academy to prepare, review and finalize action items for the 2022-2023 school year. Marina Village Conference Center will be the location of the July 13-14, 2022 Management Team Leadership Academy.

RECOMMENDATION:
Approve/Ratify the agreement with Marina Village LLC for the use of their facilities on July 13-14, 2022 at an estimated cost of $1,200.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?
☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?
☒ Yes ☐ No

Requisition #

Estimated Amount of $1,200.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CONFERENCE & SEMINAR CONTRACT

CLIENT #:	SYSDSC
CLIENT:	San Ysidro School District
DATE(S) OF FUNCTION:	July 13-14, 2022
TIME OF FUNCTION:	7/13: 9:00am-4:30pm; 7/14: 9:00am-12:00pm
CONTACT:	Miguel Ortega
ADDRESS:	4350 Otay Mesa Rd San Ysidro, CA 92173
PHONE:	616-428-4476 x 3023
EMAIL:	miguel.ortega@sysdschools.org

NUMBER OF ATTENDEES: 30 (U-shape)

ROOM (s): 7/13: Dockside & 7/14: Starboard

EQUIPMENT: To Be Determined

USE OF EVENT ROOM: SYSD Leadership Academy meeting

DEPOSIT: A Deposit in the amount of $600.00 is required with signed Contract.

Once CLIENT signs and returns this Conference & Seminar Contract ("Contract") to SCPT Marina Village, LLC, a Delaware limited liability company ("CENTER"), along with the required fee specified below, CLIENT's reservation will be confirmed and considered a definite booking of the meeting room at Marina Village, 1936 Quivira Way, San Diego, CA 92109 ("Marina Village") commonly referred to as Dockside and Starboard Room (the "Event Room") at the cost of $1200.00 (the "Fee").

FEES & CHARGES

The charge for the Event Room, the equipment charge, and any other special service charges shall be as set forth below in the Summary of Charges.

Final arrangements must be confirmed with the CENTER no less than three (3) working days prior to the event date. Should any changes to the room set-up occur after the room is set, CLIENT will incur an additional labor charge at the rate of $40.00 per hour with a minimum one (1) hour charge.

OCCUPANCY

In no case shall occupancy exceed posted occupancy limitations as defined by the San Diego City Building Department. In the event the attendance to the event exceeds the legal capacity of the room, CLIENT will be in default and the CENTER has the right to immediately terminate the remainder of the event.

CANCELLATION POLICY / AMENDMENTS

If CENTER receives written cancellation notice from CLIENT greater than twenty-one (21) calendar days prior to scheduled meeting date, fifty (50%) percent of the contract value shall become due. If CENTER does not receive written cancellation notice from CLIENT at least twenty-one (21) calendar days prior to scheduled meeting date, seventy-five (75%) percent of the contract value shall become due. This amount will be billed to CLIENT, due and payable upon receipt.

CENTER reserves the right to cancel this Contract at any time, with or without notice, in the event that any term, condition or promise in this Contract has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing. If the CENTER brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

All changes to the Contract or cancellations must be in writing (letter or facsimile) and signed by CLIENT or their authorized agent; provided, however, that the requirement that cancellations be in writing does not apply in the case of CLIENT's failure to make deposits on time. Changes are not an amendment to this Contract unless signed by the CENTER's agent.

TERMS & CONDITIONS

By execution of this Contract and conducting the event, CLIENT shall be deemed to have accepted the Event Room in an "as is" condition and as being in acceptable order, condition and repair. Marina Village does not warrant that all of the facilities meet all of the ADA Compliance requirements, however most of the rooms are accessible and the CLIENT must advise CENTER if an accessible room is needed for the event so this requirement can be accommodated.

CLIENT represents that the event will be hosted by CLIENT. CLIENT shall have no right to assign this Contract without CENTER's prior written consent which may be withheld at CENTER's sole option.

The CENTER reserves the right to assign another room for CLIENT's function in the event that the room originally designated for such function shall become unavailable. Any such changes shall be at the sole discretion of the CENTER.

If any liquor is served during the event it must be served at a "hosted" bar. Any sale of liquor during the event must be pursuant to a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to CENTER prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food and CLIENT assumes full responsibility for the actions of guests who become intoxicated and shall not allow minors to consume alcohol during the event. The determination of "reasonable" is solely at the discretion of CENTER. CLIENT agrees not to allow anyone under 21 years of age to consume alcoholic beverages in any room or the grounds of Marina Village. In accordance with City Ordinance 56.54 alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the CLIENT. CLIENT agrees to be responsible to ensure that none of its INVITEES engage in any conduct or activities within the Event Room or the grounds of Marina Village that violate any ordinance or law.

If CLIENT borrows and fails to return any and all keys for the Event Room within twelve (12) hours of the scheduled completion of the event, the Event Room will be re-keyed at CLIENT's sole expense of $200.

CLIENT acknowledges and agrees that (i) there are a number of rooms at Marina Village at which events are hosted and, as a result, there may be other events that occur at the same time as the event that CLIENT is hosting and CENTER is not responsible for the actions of the invitees at such events, (ii) CLIENT's guests will be restricted to participation in CLIENT's event and shall not be entitled to participate in any other events that may occur during CLIENT's event in another portion of Marina Village, (iii) not all buildings and grounds of Marina Village are accessible to disabled persons, (iv) CENTER shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons, and (v) access to the marina itself is not restricted by a fence.

Neither CENTER nor CENTER's officers, directors, shareholders, trustees, principals, employees, agents, contractors, predecessors, successors and/or assigns (whether disclosed or undisclosed) (collectively referred to herein as the "CENTER PARTIES") shall be liable to CLIENT or to CLIENT's guests, invitees, licensees, agents, employees and/or independent contractors (collectively referred to herein as the "INVITEES"), for any losses, liabilities, obligations, claims, damages, expenses, costs (including without limitation attorneys' fees), penalties or fines (collectively referred to herein as "DAMAGES") incurred in connection with or arising from the fact that any buildings and/or the grounds at Marina Village are not accessible to disabled persons and/or the fact that access to the marina is not controlled.

ACCESS & INDEMNITY

CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control.

CLIENT acknowledges being informed, and shall assume full responsibility for informing its INVITEES who may have a need for such information, that rest rooms that are accessible to disabled persons are located in the area identified on Exhibit "B" attached hereto. CLIENT agrees to inspect the Event Room prior to or within 72 hours of signing this Contract to ensure suitability of the Event Room for the planned event and the anticipated guests or supporting equipment. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities. CLIENT acknowledges that access to the docks and gangway to the docks is restricted and that its Invitees shall not be granted access to this portion of Marina Village during the event.

CLIENT hereby agrees to indemnify, defend, and hold harmless CENTER and the CENTER PARTIES from and against any and all DAMAGES, arising from (a) the use of any room and/or the grounds of Marina Village by CLIENT and/or the INVITEES, or (b) from CLIENT's activities or the activities of the INVITEES in any room and/or on the grounds of Marina Village, including in the waters of the marina, or (c) from anything done, permitted or suffered by CLIENT or the INVITEES in any room or on the grounds of Marina Village, including, but not limited to, activities conducted by any vendor engaged by CLIENT to provide food and beverages, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Contract. This indemnity obligation shall survive the termination of the Contract.

CLIENT agrees to be responsible for any damage done by the CLIENT, the INVITEES, or other agents under the CLIENT's control. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if CLIENT delays. CENTER's security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (619-222-1620) or after hours at (619) 666-5418 (primary) or (619) 778-6415 (secondary).

If CENTER is required to bring any action to enforce any of the terms, conditions or promises in this Contract, CENTER shall be entitled to reimbursement for its reasonable attorney's fees incurred in such an action.

SUMMARY OF ESTIMATED CHARGES

Total Room Charge:	$1200.00	
Equipment	$To Be Determined	
Total Charge	$1200.00 + Additional Equipment	
Less Initial Payment:	($600.00) Due with signed contract	
Balance	$600.00 + Additional Equipment	Due by June 13, 2022

It is understood by CLIENT that this Contract is tentative and not binding until the initial payment (Fee) of the event deposit and this signed Contract is received and countersigned by CENTER's representative. Continued room availability is subject to receipt of an executed copy of the Contract and the deposit.

CLIENT:

_____ _____
Date

Print Name: Marilyn Adrianzen, CBO Board approved/ratified: _____

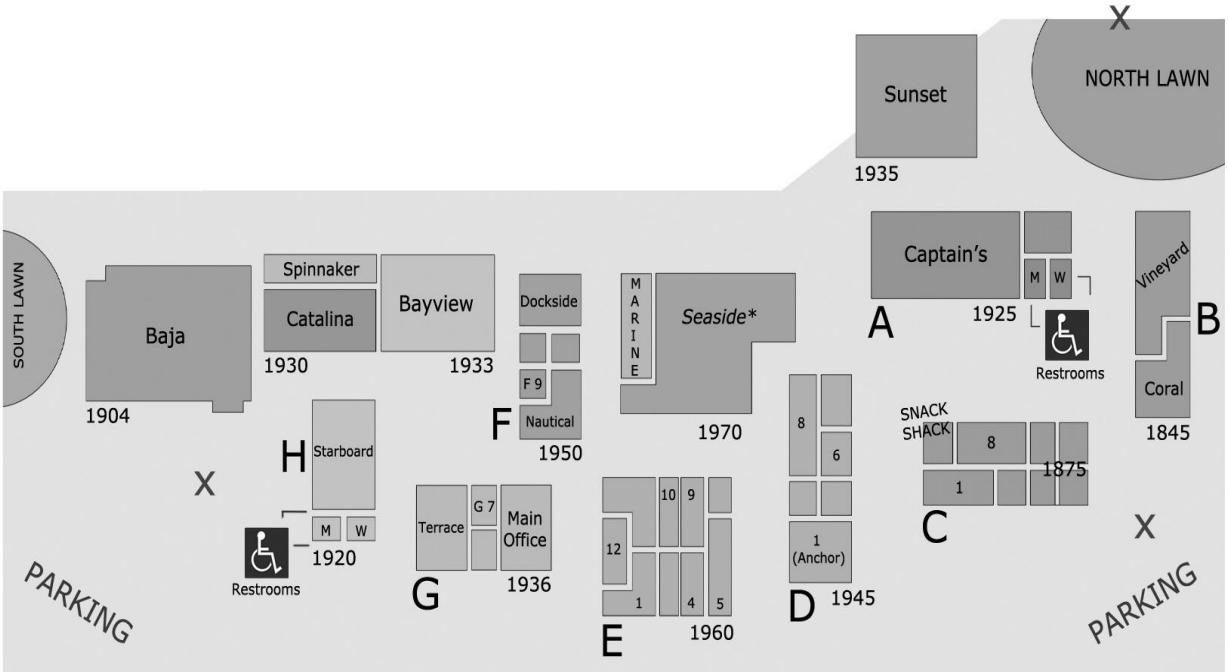
CENTER:

SCPT Marina Village, LLC, a Delaware limited liability company
By: CHM Hotels Inc., its Property Manager

By: _____ _____
Date

Title: _____

EXHIBIT "B"
ADA Compliant Restroom Locations



SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MEGAN STONE DO, INC.

BACKGROUND INFORMATION:

Medi-Cal and other health insurers require that "medical necessity" for speech and language services and audiology services be established prior to reimbursement. For school-provided services, the District Physician has established the criteria for medical necessity. Some health insurers may establish their own criteria for medical necessity that differ from the District's. These criteria are to be reviewed every two years to get reimbursed for the health services provided by the school district to the students and community.

Megan Stone DO, Inc, will be providing the school district with the "medical necessity", also known as "speech protocol", in order for the school district to get reimbursed for the health services provided to the students and community. The medical necessity protols will cover 2022-23 and 2023-24.

RECOMMENDATION:

Approve the agreement with Megan Stone DO, Inc. to provide medical consultation services at a cost not to exceed $500.00 from the LEA, Medi-Cal Billing fund.

LCAP GOAL AND ACTION/SERVICE:
N/A

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$500.00
(Amount)

LEA- Medi-Cal Billing Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this ___1st____ day of _June 2022__, by and between the San Ysidro School District, hereinafter called the "District", and

Megan Stone DO, Inc.	(562) 355-1510
Company/Consultant	Telephone Number
73900 White Stone Ln, Palm Desert, CA 92260	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: June 1, 2022 To: June 30, 2022

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and

control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct (coverage must be clearly reflected on Certificate of Liability) and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability (if applicable):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
   District waives _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Certificate of Liability must clearly reflect this coverage.
   District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
   District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

COMPANY:	**Megan Stone DO, Inc**
Name:	Dr. Megan Stone
Title:	Owner
Address:	73900 White Stone Ln
City/State/Zip Code:	Palm Desert, CA 92260
Telephone:	(562) 355-1510
Email:	mstonedo@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3091
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
Megan Stone DO, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Dr. Megan Stone, Owner	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (562) 355-1510	Board Approved/Ratified:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Megan Stone DO, Inc, will be providing the school district with the “medical necessity” letter, also known as “speech protocol”, in order for the school district to get reimbursed for the health services provided to the students and community.

This letter will be good for 2 years: 2022-23 and 2023-24 school years.

The not to exceed cost is $500.00.

DR. MEGAN STONE
FAMILY PHYSICIAN

SCHOOL DISTRICT SERVICES

Speech and Language Protocol: $500

PT/OT, psychological services review & authorizations: $56/student review

EpiPen, Naloxone Protocol: $500 each

- **Reliable**
- **Easy Collaboration**
- **Timely Completion**
- **Paradigm SHN system**

mstonedo@gmail.com
562-355-1510

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE IMPROVING CHRONIC ABSENCE NETWORK (ICAN) – COHORT 2

BACKGROUND INFORMATION:

This Memorandum of Understanding (MOU) is made and entered into by our District and the San Diego Superintendent of Schools, hereinafter referred to as SDCOE.

The Improving Chronic Absence Network or ICAN, is a yearlong improvement network led and facilitated by SDCOE and composed of schools from across San Diego County that are collectively focused upon addressing the problem of chronic absenteeism and that are striving to:

1. Produce a measurable and meaningful improvement in chronic absenteeism across the entire network and at each participating school (i.e., reduction of chronic absenteeism rate by five percentage points from prior year)
2. Increase knowledge and capacity within school teams to engage in continuous improvement efforts around attendance and other problems within education
3. Develop a concrete plan for sustaining these changes and maintaining the improvements at each school beyond the network and for spreading and scaling these practices and learning across the rest of the district system

This MOU was originally approved by the Governing Board on September 9, 2021 and needs to be amended to extend the term to 2022-23, with no cost to the District. All other terms shall remain in full force as stated in the original agreement.

RECOMMENDATION:

Approve Amendment No. 1 to the Memorandum of Understanding with San Diego County Superintendent of Schools for the Improving Chronic Absence Network (ICAN), Cohort 2 to continue district-wide during 2022-23 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement, Action #12: Engage site teams and a district team in the (Improving Chronic Absenteeism Network) iCan through the SDCOE to support system alignment and consistency to support best outcomes for unduplicated students and students with disabilities.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement (this "**Amendment**") is dated as of June 10, 2022, and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Consultant are parties to County Agreement No. 21220476 dated August 1, 2021. Subsequently the Agreement was amended on May 23, 2022. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

Amend Contract Term of August 1, 2021 and ending June 30, 2023.

Due to the continued impact of the COVID-19 pandemic and an array of staffing challenges experienced by participating schools, we have offered a 1-year extension of the Improving Chronic Absence Network (ICAN) in order to continue providing professional learning and improvement coaching services to those schools from Cohort 2.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business Official
Title	Title
Date	Date
	Board approved:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WETIP

BACKGROUND INFORMATION:

WeTip was founded in 1972 as a way to aid law enforcement and provide anonymous reporting resources and empowerment to citizens. Through WeTip's success, crime incidents have dramatically reduced in both communities and schools nationwide. Since its inception, WeTip has led to over 1.2 million crimes reported, 16,000 arrests, and 8,000 convictions.

Over the years, WeTip has also become an effective tool in aiding law enforcement in acting as a tip liaison and assist in providing information for investigations. Due to the nature of the WeTip anonymous reporting system, the safe reporting tools are used as a way for law enforcement to gather tips for open investigations and assist in crime mitigation and deterrence.

The District has participated in the WeTip Program since 2016-17. During the October 2020 FCMAT audit, this item was audited and recommended as an anonymous communication/reporting tool to report local school concerns. WeTip was previously covered under Keenan & Associates. For 2022-23, the District will contract directly with WeTip.

RECOMMENDATION:

Approve the 2-year agreement with WeTip to provide a anonymous safe reporting tool to report school and community concerns. The annual cost implication is $600.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

ANNUALLY $600.00 (Amount)

General Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

WeTip 2.0 Anonymous. Effective. Innovative. 909.987.5005

Be part of the solution.

Fight Crime, Drugs, Bullying, and much more with WeTip 2.0

A Complete Toolkit For Anonymous Reporting

- Cloud Based Online Form Reporting
- Form Monitoring and Triage
- 24/7/365 National Reporting Telephone Hotline
- Integration with full Catapult EMS Suite

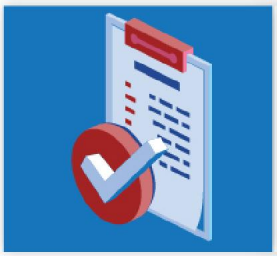
Prepared For:

San Ysidro School District

Marilyn Adrianzen

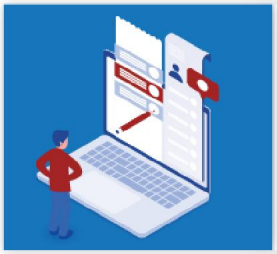
Powerful alone. Better together.

WeTip provides a complete anonymous reporting solution platform with all the tools and integrations you need to help fight crime, bullying and trafficking.



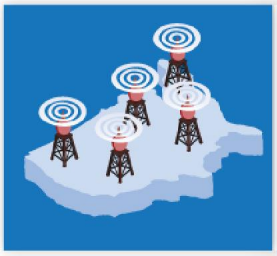
Cloud Based Online Form Reporting

WeTip 2.0 provides comprehensive and personlized reporting forms that are catered directly to your organizational needs. With the addifiton of Online Form Reporting, mitigate and deter crime at your organization while staying ahead of any instances that occur.



Form Monitoring and Triage

Provide a way for anyone to communicate information on crimes or incidences of any kind. Provide seamless website integration, custom forms, and reporting groups. Confidential text message reporting included.



24/7/365 National Reporting Telephone Hotline

WeTip 2.0 is proud to offer our long-standing, national hotlines for any incidents that occur inside or outside your organization. If any instance of crime, vandalism, harassment, discrimination, arson, etc. arises, trust WeTip 2.0 to direct your reports to the proper authorities.

Integration with Full Catapult EMS Suite

Seamless integration with the full Catapult Emergency Managment System. Take Control of your organization's safety with Anonymous Reporting, Staff Panic Buttons, Emergency Notifications & Alerts, Emergency Management, and more!

Prepared For: San Ysidro School District

WeTip Anonymous Reporting Solution Quote

Client: San Ysidro School District	Date: May 27, 2022
Contact: Marilyn Adrianzen	Phone: (619) 428-4476
Address: 4350 Otay Mesa Road, San Diego, California, 92154	Email: marilyn.adrianzen@sysdschools.org
Contact: Paul Huff	Contact Email: phuff@catapultk12.com

Year 1: Bundled Setup & Annual Service

Description	Quantity	Price	Subtotal
YEARLY SERVICE FEES			
WeTip Live 24/7/365 Phone Call Center - Keenan JPA Discounted Pricing Live call center operators taking your anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included are our nationwide hotline numbers, dedicated hotline number and WeTip website tip form submissions that generate over 25,000 tips per year! * Includes Dedicated Phone Line Set-up Yearly service for 8- total sites for 12 months from July 2022 - June 2023	12	$50.00	$600.00
		Total	**$600.00**

Year 2: Bundled Annual Service Fees

Description	Quantity	Price	Subtotal
WeTip Live 24/7/365 Phone Call Center - Keenan JPA Discounted Pricing Live call center operators taking your dedicated anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included is our nationwide hotline numbers and WeTip website tip form submissions that generate over 25,000 tips per year! Yearly Service for 8- total sites and 4,400 total students	1	$600.00	$600.00
		Total	**$600.00**

Payment & Terms of Use

By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. This quote is good for 30-days. To electronically sign this quote please click on the boxes provided below. If you would prefer to hand sign this quote you can download a PDF copy then email the signed copy to sales@catapultK12.com. By signing this quote the client agrees to the Terms of Use on the WeTip.com website. By signing this quote, you are contracting with Diverse Network Associates, Inc. (DBA Catapult & WeTip 2.0) from July 1, 2022 to June 30, 2024 for the summary of fees outlined above.

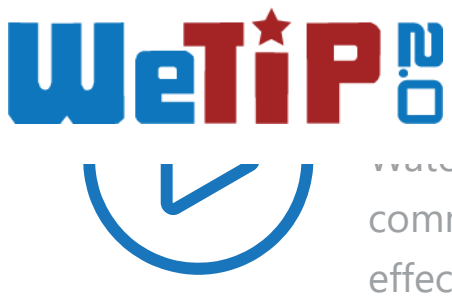
Payment Frequency	Annually
Payment Terms	Payment Due Net 30 from Receipt of Invoice
Billing Contact Name	Blanca Vega
Billing Contact Email	blanca.vega@sysdschools.org
Billing Address	4350 Otay Mesa Road, San Ysidro, CA 92173

Billing Phone Number	(619) 428-4476

CUSTOMER

_____	_____
Signature	Date
Marilyn Adrianzen	Chief Business Official
Name	Title

Board approved: 06-09-22



Book a Demo

Submit a Tip

Watch this overview video on WeTip2.0, a fully anonymous crime reporting tool to communities, students, and businesses throughout the nation. WeTip strives to be the most effective Anonymous Citizen's Crime Reporting resource.

WeTip provides intelligence and information to local, state, federal and international law enforcement agencies relating to criminal activity obtained from an online and telephone crime reporting hotline.

CONTACT US

PO Box 1296
Rancho Cucamonga,
CA 91729

909.987.5005

SERVICES

National Hotlines

Web-Based Form Reporting

Web-Based Form Monitoring

Anonymous Call Center

Training

PACKAGES

Packages

Promotional Packages

WETIP

WeTip Rewards

Who We Serve

About WeTip

News

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TERMS & CONDITIONS

For Use of WeTip Services

These terms and conditions of use (these "Terms of Use") apply to the use of the WeTip Services (the "Services") provided Diverse Network Associates, Inc., a California corporation (d/b/a CatapultK12) (the "Company"). These Terms of Use may be amended from time to time without prior notice. By your use of the Services, you also agree to the Company's Privacy Policy available at https://www.catapultems.com/

Home/Privacy, which is incorporate herein by reference.

1. **THE SERVICES AND THE APPLICATION**

The Services are accessed through a website or application provided by the Company (together, the "Application"). The Application is provided to collect and transmit reports ("Reports") of instances of inappropriate conduct of any kind. You are responsible for all use of the Application by your employees, contractors or other personnel.

The Application serves only as a tool to provide the Services. The ability to effectively use the Services will depend on technical and operational factors that are not within the Company's control and for which the Company has no responsibility and bears no liability. Such factors include, without limitation, the availability and quality of third-party network services, Internet connectivity, and the quality and features of any equipment, such as mobile phones or tablets, which you employ to access and use the Services.

The Company reserves the right to cooperate fully with any law enforcement authorities or court orders requesting or directing Company to disclose the identity of anyone using the Application or to enforce these Terms of Use.

2. **LIMITED LICENSE; RESTRICTIONS ON USE**

The Company grants you a personal, limited, non-exclusive, non-transferable license to access and use the Application and the materials and content provided by the Company in or through the Application (collectively, "Content"). You agree that you will not, and will not allow any third party to:

(i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application;

(iii) remove, obscure, or alter the Company's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.

(iv) use the Application to access, copy, transfer, transcode or re-transmit any Content in violation of any law or third party rights, or other than as expressly permitted under these Terms of Use;

(v) use the Application to create false reports about a person, disseminate false information, make defamatory statements or otherwise harass or violate the rights of any person;

(vi) use the Application to transmit any sexually explicit images, except as necessary to record your report of inappropriate conduct; or

(vii) use the Application for any purpose other than its intended, legitimate purpose.

3. **TERMINATION OR RESTRICTION OF ACCESS**

The Company may terminate your right to access or use the Application, without any refund obligation or other liability, if you fail to comply with these Terms of Use. Your right to access and use the Application is effective until terminated by you or the Company. Upon termination, you shall cease using the Application in its entirety.

4. **INTELLECTUAL PROPERTY RIGHTS**

The Application is owned by the Company. The Application is protected by copyright and other intellectual property laws, and all intellectual property rights in and to the Application, including, without limitation, the Company logo, and all related trademarks, service marks or other designations of origin used in or in connection with the Application (collectively, "Trademarks"), are the property of the Company or its licensors. Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of the Company.

5. **DISCLAIMERS**

The Company has no special relationship with or fiduciary duty to you. You acknowledge that the Company has no duty to take any action on your behalf except as expressly stated herein. The Company does not guarantee the authenticity of any data or information provided to the Application. You release the Company from all liability for your having acquired or not acquired Content through the Application. The Application may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. The Company makes no representations concerning, and the Company is not liable for the accuracy, copyright compliance, legality, or decency of material contained on or obtained through, the Application.

THE COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE APPLICATION. The Company will not be liable for the privacy of email addresses, registration and identification information, communications, confidential or trade-secret information, or any other Content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Application.

THE COMPANY DOES NOT PERFORM THREAT ASSESSMENTS OF ANY KIND. IT ACTS ONLY IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY YOU. THE COMPANY DOES NOT WARRANT THAT USE OF THE APPLICATION WILL PREVENT INAPPROPRIATE CONDUCT. THE APPLICATION ONLY PROVIDES A TECHNICAL TOOL TO REPORT AND

USE OF THE APPLICATION AND CONTENT IS AT YOUR OWN RISK. THE APPLICATION AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT:

(I) USE OF THE APPLICATION WILL MEET A YOUR REQUIREMENTS;

(II) USE OF THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; OR (III) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE APPLICATION WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL.

6. **LIMITATION OF LIABILITY OF THE COMPANY AND ITS LICENSORS**

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THIRD PARTY VENDORS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE APPLICATION OR CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY SUCH DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DEATH, LOST PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE OF GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF INFORMATION, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE APPLICATION, CONTENT OR RELATED SERVICES, WHETHER OR NOT NEGLIGENT ACTS ARE COMMITTED BY THE COMPANY AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THIRD PARTY VENDORS EXCEED THE GREATER OF $1,000 OR THE AMOUNT PAID BY YOU WITHIN THE SIX (6) MONTHS PRECEDING THE EVENT ALLEGEDLY GIVING RISE TO LIABILITY.

7. **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or private, public or governmental entity or agency, related to or arising or resulting from your use of the Application or any violation by you of these Terms of Use.

8. **PERSONAL INFORMATION, PRIVACY AND SECURITY**

Your use of the Application, as well as the Company's use of any personal information you may decide to submit to the Company (including any de-identified data based on your personal information and that of other users), shall be subject to, and governed by, the Company's Privacy Policy. A copy of the Company's Privacy Policy available at https://www.catapultems.com/

Home/Privacy.

The Company reserves the right to cooperate fully with any law enforcement authorities or court orders requesting or directing the Company to disclose the identity of anyone using the Application. You waive and hold harmless the Company from any claim resulting from any action taken by the Company during or as a

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and the Company with respect to the Application, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Application must be commenced within six (6) months after the claim or cause of action arises or else such claim or cause of action is barred.

Any dispute, claim, or controversy arising out of or relating to a breach of the these Terms of Use, or termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Fresno County, California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the foregoing with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

No class actions or similar process, and no joinder or consolidation of any claim with a claim of any other person or entity, shall be allowable in arbitration, without the written consent of all users involved and the Company. The arbitrator shall have no authority to entertain any claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator have authority to make any award for the benefit of, or against, any class, group, person, or entity who is not a named party to the arbitration. In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator; and to the extent it is determined that resolution of a claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR THE COMPANY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, YOU AND THE COMPANY WILL NOT HAVE THE SAME RIGHTS THAT APPLY IN COURT, SUCH AS THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL MAY ALSO BE LIMITED OR ELIMINATED IN ARBITRATION. YOU AND THE COMPANY ACKNOWLEDGE AND ACCEPT ALL SUCH LIMITATIONS.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect. The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and the Company nor any trade practices shall be deemed to modify these Terms of Use.

Accessing the Services is prohibited from, to, with or through territories where content is illegal. If you access the Services from other locations, it is done at your own risk and you are solely are responsible for compliance with local and host country laws.

Last Updated: November 1, 2016

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INTRODUCTORY PROVISIONS

The website is owned and operated by DIVERSE NETWORK ASSOCIATES, INC. a California corporation D/B/A “Catapult K12” ("CATAPULT" or the "CATAPULT").

This document sets forth the Privacy Policy (the "Policy") for the website at www.CatapultEMS.com, all other sites, smart phone and tablet “apps”, and all subdomains (collectively, the “Site”), and the service owned and operated by CATAPULT (together with the Site, the “Service”). Each person who uses the Service or CATAPULT is known herein as the “User” or “Users”.

Personal information of all Users is important to CATAPULT. CATAPULT takes the responsibility of having User's personal information very seriously. CATAPULT will only use personal information of Users for providing the Service and as described herein. By using the Service, each User consents to the collection and use of information in accordance with this Policy.

The CATAPULT reserves the right, at its sole discretion, to modify, add or remove portions of this Privacy Policy from time to time. We will note any such changes by updating the publication date of this Privacy Policy. It is each User's responsibility to check this Policy periodically for changes. The continued use of the Service following the posting of any changes to this Policy constitutes each User’s acceptance of those modifications, additions, deletions or changes.

If we make significant changes impacting the collection, use, disclosure or retention of personal identifiable information, we will also provide notice to our customers (30) days in advance of implementing those changes by sending an email to the customer agency/institution.

PART 1: CATAPULT MAY COLLECT PERSONAL DATA

CATAPULT may collect and process the following information about each User:

a. basic data on each User’s name, email, address, phone numbers, gender, zip code or county;
b. access and log in data connected to accessing the Site; (c) tracking inquiries and other data related to a User's account;
c. summarizing and keeping details of transactions of each User; (e) keeping records of communications made by Users on the Site;
d. information related to User IP and other access data or general geo-location and/or other data; and
e. all other data and analytics for Users' use of the Site and Services of every nature and kind as relayed to us from Users on this Service.

PART 2: CATAPULT USE OF PERSONAL DATA

CATAPULT may use personal information provided by, or gathered on Users as follows:

a. to provide secured access to the Site, such as to identify a User when accessing the Website;
b. to enable Users to use the Services of CATAPULT;
c. to send emails, newsletters, text messages, phone calls, and other communications or forms of communications pertaining to Event Notices, as defined in the Terms of Use;

d. to use geographical data, GPS coordinates and such other location devices, information or data which may be available to CATAPULT (or the other Users of the Services), and send to or from Users pertaining to locally relevant Event Notices, troubleshooting and/or updates;
e. to develop statistics for internal purposes, showing patterns of User activity and all other forms of User analytics, and including data surrounding Event Notices which may be supplied to other Users, law enforcement and/or Facilities Administrators;
f. to consider and critique the Services by seeking feedback from Users;
g. to enable communications between Users; (h) and, for troubleshooting general; and,
h. to grant Facilities Administrators, as that term is defined in the Terms of Use, email Users summaries or confirmations of account transactions of such Users.

PART 3: DISCLOSURE BY USER

Any personal information or content that Users voluntarily disclose in public areas of the Site becomes publicly available and can be collected and used by others.

PART 4: COOKIES AND POP-UP ADS

CATAPULT reserves the right to send Users various sources and forms of notices, push-notices, "cookies" or pop-up tiles on or through the Site. These forms of communications may track User information, which may be used by CATAPULT in a number of ways to improve User experience, but will not push advertisements to Users. CATAPULT reserves the right to use the tracking and other data gained from these processes. Users have the right to disable many of these pop-ups and instructions.

PART 5: THIRD PARTIES

CATAPULT will never sell, rent, or exchange Personal Information we collect for marketing purposes or otherwise.

We may share information with third party vendors, hosting partners, and analytic companies to provide the necessary hardware, software, emailing, networking, storage, and related technology required to perform the Services. These companies are authorized to use your Personal Information only as necessary to provide these services to us.

PART 6: LEGALLY REQUIRED AND OTHER DISCLOSURES

CATAPULT reserves the right to disclose User’s personally identifiable information as required by law and when CATAPULT believe that disclosure is necessary to protect our rights, or in the good-faith belief that it is necessary to comply with the law. CATAPULT may disclose User information upon court order or on receipt of a subpoena.

PART 7: GENERAL PROVISIONS

1. Users are responsible to keep their information up to date and current. To modify or delete the personal information you have provided to us, please log in and update your profile.
2. CATAPULT may retain certain information as required by law or for necessary business purposes, but has no legal obligation to maintain records for any minimum period of time except as provided by law.
3. On 30 days written request, CATAPULT will give you a copy of all the personal information about you that CATAPULT holds. This information is subject to a fee not exceeding the prescribed fee permitted by law. Fee may be charged if CATAPULT is requested to present the content in a manner that is outside of our standard reporting format.
4. All base Users must be over the age of 18; provided however, that given the potentially urgent nature of emergency situations and that under-aged children may have a phone and information pertinent to an emergency event as it unfolds, children under the age of 18 may use the System for the purpose of receiving Event Notices and uploading real-time information into the System so long as the information is accurate and submitted in good faith, and CATAPULT reserves the right to suspend or terminate access

from an underage User for any lawful reason or upon receiving notice for the parent or guardian that a child should not be granted access. The parent or guardian of a child shall be solely responsible for the content placed on the System by a child and shall hold CATAPULT free and harmless from any costs, claims, lawsuits, fines, attorneys' fees and expenses which arise from the use or misuse of the System, and/or providing false or misleading information. School district gives the right to their students by including them in the reporting process or including the web-based application on their district and/or school websites.

5. Information that you submit through the Service may be transferred to countries outside the European Economic Area ("EEA") to provide the Service to you. For example, Site servers are in the United States. If CATAPULT transfer your information outside the EEA in this way, CATAPULT will take commercially reasonable steps to ensure that User's privacy rights are maintained.
6. Venue and applicable law shall be as provided in the Terms of Use, incorporated by this reference for all purposes.

PART 8: CHANGE OF BUSINESS

If CATAPULT is involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of a bankruptcy, you will be notified via email of any change in ownership. In such as case, a successor entity will adhere to the terms of this privacy policy with regard to the previously collected information.

PART 9: DATA BREACH PRACTICES

If CATAPULT knows of a systems security breach by an unauthorized party or that any user data was used for an unauthorized purpose, we will comply with relevant state and other data breach laws. We will notify our customer agency/institution of any breach resulting in unauthorized release of data electronically, at minimum, and without unreasonable delay so that you can take appropriate steps.

PART 10: ANONYMOUS BULLY REPORTING

CATAPULT makes available an Anonymous Bully Reporting tool that customer institution/agency (i.e., schools and/or school districts) may elect to place on their website for the purposes of reporting bully activity. Information collected via the reporting mechanism including the following solely for the purpose of providing the Service as describe herein:

a. Where did the incident occur?
b. When did it happen?
c. What time did it happen?
d. How many times has this situation happened?
e. Have you reported this incident to an adult?
f. Who was bullying, harassing, intimidating or causing harm?
g. Who was the person being harmed, bullied, harassed or intimidated?
h. Describe what happened. Give as much information as you can. Let us know if there were any witnesses.
i. Who are you? (optional)
j. What is your name? (optional)
k. If you would like someone to contact you, please add your email or phone number here. (optional)

PART 11: COMMUNITY THREAT REPORTING

CATAPULT makes available a Community Threat Reporting tool that customer institution/agency (i.e., schools and/or school districts) may elect to place on their website for the purposes of reporting school-related threats such as disruptive or suspicious behavior. Information collected via the reporting mechanism including Incident Type, Incident Location, Incident Details, Incident Photo (optional), Name (optional), Phone (optional), and Email (optional) are used solely for the purpose of providing the Service as describe herein.

PART 12: CONTACT US

If you have any questions, comments regarding this Privacy Policy, please contact us at:

Attn: Privacy Director
2 Governors Lane, Suite B, Chico, CA 95926
Tel: 888-840-9901
contact@catapultk12.com

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR EXECUTIVE SEARCHES

BACKGROUND INFORMATION:
This agreement is to support the District in its effort to conduct an executive search, and to recruit and employ two (2) positions of administrative leadership. This agreement shall be effective from June 10, 2022, and ending August 31, 2022, unless the search process takes longer, and unless sooner terminated.

RECOMMENDATION:
Approve the agreement with San Diego County Superintendent of Schools to support the District in its effort to conduct executive searches for two (2) administrative leadership positions at an estimated cost of $10,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

Estimated $10,000.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SERVICE AGREEMENT

Purpose

This Agreement ("Agreement"), for the provision of services is entered into this 10th day of June, 2022, by and between the San Ysidro School District ("District") and the San Diego County Superintendent of Schools ("SDCOE") on behalf of the San Diego County Office of Education to support the District in its effort to conduct an executive search, and to recruit and employ two (2) positions of administrative leadership.

1. Scope of Services.

SDCOE shall provide the following services and deliverables as delineated herein below:

A. Engagement Phase

1. SDCOE shall engage in a series of meetings and provide reports to determine the scope of the two searches, requirements, and District objectives, including but not limited to, the following as agreed by parties:
   a. Designate and assign staff or representatives of SDCOE to perform or provide services pursuant to this Agreement.
   b. Meet with the designated staff of the District to discuss the process for two (2) recruitments, two (2) timelines, and compliance with laws, rules, regulations, and board policies concerning hiring and recruitment and public meetings.
   c. Meet virtually or in-person with the district superintendent, Governing Board members, and various stakeholder group representatives to solicit input.
   d. Conduct one (1)virtual or in-person community forum, in English and Spanish, for each administrative position.
   e. Survey community constituents electronically and provide a report of findings for each administrative position
   f. Design a survey for each administrative position to be posted on the District website. SDCOE may utilize Survey Monkey or any other survey vehicle it deems appropriate.
   g. Prepare and present a report to the Superintendent and Governing Board regarding the proposed desired characteristics based on the data gathered.
   h. Meet with the Superintendent to finalize engagement key points and review final search points and data.
2. Conduct a planning meeting with the Superintendent and provide a summary of said meeting which will detail the timeline and steps of the search process that may be provided to the Governing Board.
3. If SDCOE is contacted by local media regarding the search process and appointment of an administrator, it shall defer to the District's community relations/public relations designee.

B. Recruitment Phase

SDCOE shall engage in the following recruitment activities for two (2) administrative positions:

1. Coordinate and place advertisements
2. Recruit and contact candidates utilizing state networks
3. Correspond with candidates regarding the search process, timeline, qualifications, and desired characteristics
4. Coordinate the interviewing of candidates
5. Conduct reference checks
6. Identify qualified candidates
7. Prepare application materials for candidates for District consideration

C. Selection Phase

1. Present candidates to the District with the number of candidates to be determined by the District with a recommendation from SDCOE
2. Solicit input from the District and assist with question development and format during interview(s)
3. Schedule interviews for the District with selected semi-finalists and finalists
4. Facilitate District's discussion to narrow candidate pool for initial interviews and after each round of interviews to be held at dates and times determined by the parties

D. Transition Phase

1. Communicate with all unsuccessful candidates at the close of the search and the candidate selected as the new superintendent
2. Hold a debriefing meeting with the District regarding the search process and selection
3. Offer other transitional services to be considered by the District and if desired, paid for by the District

2. Term of Agreement

This Agreement shall be effective from the period commencing June 10, 2022, and ending August 31, 2022, unless the search process takes longer, and unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, SDCOE shall return to District any and all equipment, documents or materials and all copies made thereof which SDCOE received from District for the purposes of this Agreement which are not otherwise privileged or confidential and not subject to disclosure under the law.

3. Termination.

This Agreement may be terminated with or without cause by either party. Termination without cause shall be effective only upon ten (10) days' written notice to the District. During said ten-day period SDCOE shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Guarantees.

A. Throughout the search process the SDCOE will be available to counsel with the District about the searches. The SDCOE will assist the District until the District determines it has found the appropriate candidate for each position. This provision shall not extend beyond the initial search for the two (2) administrative positions.

~~B.~~ Should the District choose to end the search before a candidate is selected, the District is responsible for all designated search fees, advertisement, background checks and all expenses incurred prior to their decision.

5. Fees and Payment Schedule

The services provided herein shall not exceed$10,000 (ten thousand dollars) to the District, except as provided in this agreement.

6. Reimbursement Costs

Should the District elect to reimburse candidate travel expenses, such expenses shall be paid directly by the District. All requests for reimbursement of expenses require receipts be provided and shall be reimbursed at actual costs.

7. Business Relationship.

A. The District agrees that any and all intellectual property and technology designed, made, or conceived by SDCOE (solely or jointly with others) arising from SDCOE's work for the District, is the sole property of SDCOE, without royalty or other consideration to the District.

B. All information, notes, interview sheets, lists, and other documents developed by SDCOE or in the search process shall remain the property of SDCOE and submitted to SDCOE upon request.

C. The parties recognize that personnel and candidate documents utilized during an executive search may not subject to disclosure in accordance with law. However, the parties recognize SDCOE and District are subject to the California Public Records Act which allows for release of confidential documents as required by law and as defined below:

1) Confidential Information. All documents, information, materials, and data provided by one party to the other and marked as such shall be considered confidential information ("Confidential Information") except as follows. Confidential Information of a Party shall not include any information that: i) is already known by or available to the receiving party without a confidentiality obligation; ii) is publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;

iii) has been made available by its owners to others without a confidentiality obligation; iv) is independently developed by or on behalf of the other Party without reference or access to Confidential Information; or v) relates to potential hazards or cautionary warnings associated with the performance of this project/Statement of Work; [or vi) is required to be disclosed under operation of law, or as otherwise required for compliance with applicable federal and/or state laws and regulations]. Receiving party shall have a duty to protect for 3 years only Confidential Information disclosed by the disclosing party which is either: (a) in writing and marked as confidential at the time of disclosure, or (b) disclosed orally or visually and summarized and designated as confidential in a written memorandum delivered to the receiving party within thirty (30) days of disclosure.

In consideration of the disclosure of Confidential Information, the other party agrees that, for a period of three years from the effective date of this agreement, it will take precautions as normally taken with the party's own confidential and proprietary information to prevent disclosure to third parties of the other's confidential and proprietary information.

2) Public Records Act. Both parties acknowledge that the San Diego County Superintendent of Schools and District are public agencies subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The Parties acknowledges that both may submit information that the other considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Both parties acknowledge that they may submit to the other information that the other considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requester") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requester's demand and is not required to defend against it.

3) Data Privacy and Protection. All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided to the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District’s records.

SDCOE will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the district's student and personnel information will not be undertaken without the express, written consent of the District.

SDCOE and the District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

SDCOE will notify the District within 24 hours of SDCOE discovering an unauthorized access or disclosure of District data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

D. District and SDCOE will comply with all applicable laws and/or regulations.

E. Certificates of Insurance will be provided upon request if necessary.

8. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void. This provision shall not preclude SDCOE from engaging the services of any and all persons or entities to assist with the search pursuant to this agreement.

9. Audit.

District agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

10. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, SDCOE is acting as an independent agency and not as an officer, agent, or employee of the District. Except as SDCOE may specify in writing, District shall have no authority express or implied, to act on behalf of SDCOE or to bind SDCOE to any obligation whatsoever.

11. Insurance.

Each party as separate public entities, shall maintain Public Liability and Property Damage Insurance

to protect themselves from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement.

12. Workers' Compensation.

Each party represents that as public entities each has workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

13. Health Clearance.

The parties certify in writing that each agency's employees, volunteers, and agents have clearance for TB and tested negative for COVID-19. In such cases where SDCOE does not have in-person contact with District, COVID-19 testing shall not be required. Each party shall comply with California and San Diego County health guidelines and orders.

14. Indemnification.

As the eventual decision to hire the candidate will be by the District, the District hereby agrees to save, indemnify, and hold harmless the SDCOE for any decision(s) the District makes in the employment process relative to the hiring or failure to hire of any candidate(s) recommended by the SDCOE. In addition, to the fullest extent allowable by law, each party agrees to hold harmless, defend, and to indemnify the other, accept any and all responsibility for loss or damage to any person or entity, including the other party, and to indemnify, hold harmless, and release the other party, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including the other party, that arise out of, pertain to, or relate to the performance or obligations under this Agreement.

15. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Legal Services
6401 Linda Vista Road
San Diego, CA 92111
Legal@sdcoe.net

With copy to: Michael Simonson, Deputy Superintendent, CBO
6401 Linda Vista Rd., Room 608
San Diego, CA 92111

Dr. Yolanda Rogers, Assistant Superintendent
Human Resource Services
6401 Linda Vista Rd., Room 406
San Diego, CA 92111

District: Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476
Marilyn.Adrianzen@sysdschools.org

16. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

17. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

18. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

19. Compliance with Law.

The parties shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

20. Authorization to Perform Services.

SDCOE is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

21. Conflict of Interests.

SDCOE may serve other entities, but none whose activities or whose business, regardless of location, would place the SDCOE in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. District shall not employ any SDCOE official to perform pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. District warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. District understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and District will be required to reimburse SDCOE for any sums paid on behalf of District. District understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

22. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

23. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. **Entire Agreement**.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

_____
By SDCOE (Authorized Signature)

Michael Simonson
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

_____
Date

SAN YSIDRO SCHOOL DISTRICT

_____
By District (Authorized Signature)

Marilyn Adrianzen
Name (Type or Print)

Chief Business Official
Title

_____
Date

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $4,564.70 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $4,564.70	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

BOARD MEETING: 06-09-22		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
				STEM FAIR held on May 13, 2022
Black Angus	District	N/A	$700.00	$10 Discount Tickets (70 each)
Smart Mids Robotics	District	N/A	$690.00	Remote Controlled Vehicle & 1 wk Robotic Camp Vouchers (Raffel items)
San Diego Fleet Science Center	District	N/A	$119.70	Tickets to the Science Center
San Diego Air and Space Museum	District	N/A	$98.00	Family Pack of 4 Tickets to SD Air Space Museum
Janell Wright	District	N/A	$30.00	Child's Helmet (1)
Elva De Baca	District	N/A	$30.00	Child's Helmet (1)
SBCS Corporation	District	N/A	$20.00	$10 Gift Cards (2): Starbucks & Subway
Casa Familiar	District	N/A	$45.00	1-Backpack and 2-Free drink vouchers
San Ysidro Chamber of Commerce	District	N/A	$1,932.00	Rental of 12 Tables & 12 Canopies
				Other Miscellaneous
Mission Realty Group	Smythe	$500.00	N/A	To help students at Smythe
San Diego County	District	N/A	$400.00	Little Library Station installed at Smythe School (4/2022)
		$500.00	**$4,064.70**	
	TOTAL:	**$4,564.70**		

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES FOR NETWORK & SERVER ARCHITECTURE (2022-2025)

BACKGROUND INFORMATION:
VectorUSA, one of Southern California's premiere technology companies that designs, builds, and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with upgrading and support of the school's data network.

The District is requesting that VectorUSA continue to provide managed technology services for the District's network and server infrastructure. This includes monitoring hardware for outages, providing technology support as needed and in emergency situations, ensuring best practices are in place to improve uptime and security of the network, and maintaining the integrity of key data systems such as ensuring backup are working properly.

In addition, VectorUSA will work in coordination with San Ysidro's Technology Department to assure that network equipment (switches, routers, firewalls, wireless, internet, servers, etc.) are managed in a consistent and secure manner throughout the school year.

RECOMMENDATION:
Approve the 3-year agreement with VectorUSA for Managed Technology Services for Network & Server Architecture at an estimated amount of $343,959.24 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

3-YEAR TOTAL
$343,959.24
(Amount)

General Funds
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District

Managed Technology Services for

Network & Server Architecture

VectorUSA Contact:

Kyle Messinger

(310) 436-1097

kmessinger@vectorusa.com

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April 12, 2022

Todd Lewis
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Todd,

VectorUSA would like to thank you for the opportunity to continue Managed Technology Services for San Ysidro School District. Our proposal includes a continuation of comprehensive services to service the network equipment (switches, routers, firewalls, etc.) and server/storage centralized equipment with a proactive management and complete manner throughout the coming (3) school years. The proposal is based on our recent previous discussions to right size the offering with the following highlights:

- 24x7x365 Monitoring of all covered equipment from the VectorUSA Network Operations Centers (NOCs)
    - Revision and update of covered equipment based on accurate inventory
- (3) Year Service Model – allowing for easier financial accounting of services over the service period
- A budgetary "Time Services Pool" for all other services VectorUSA provides, which can assist SYSD with forecasting the service hours for the proposed Agreement.

We look forward to reviewing our proposal with you at your earliest convenience. In the meantime, please feel free to contact me with any questions you may have. Thank you for your consideration, and we look forward to working with you.

Sincerely,

Kyle Messinger
(310) 436-1097
kmessinger@vectorusa.com

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1.0 Executive Summary

VectorUSA proposes to provide a continuation of VectorUSA Managed Technology Services to San Ysidro School District [herein "San Ysidro SD" or the "District"] to support the management of the network (voice, data, wireless) systems.

VectorUSA provides comprehensive care for our customers' technology infrastructure, and our services are customized to meet each of our customers' specific business objectives. Our service offering for San Ysidro School District is focused on meeting the following objectives:

1. Assure 24x7x365 access to the network and shared services by District personnel and students from all network points (school sites, wireless, wired)
2. Provide a consistent and maintained network security architecture, with firewall management and server and switch patching & updates
3. Provide a best-practice implementation of network services and configurations, maximizing investment by the District in the technology on premise
4. Maintain the integrity of key data and storage across multiple platforms and devices adhering to the retention and backup requirements of the District

VectorUSA will provide Time and Materials using a service time budget for the (3) contract years to be used as a "Time Services Pool". The details of these services are described in the Additional Services section.

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2.0 About VectorUSA

VectorUSA's corporate vision is to "become the unsurpassed standard in 'Connecting People to Information to the World.'" We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer's expectations.

As a leader in core network technologies, VectorUSA's vision of information services is IP-centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer's technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security and cost effectiveness.

Headquartered in Torrance, California, with offices across California, Arizona and North Carolina, our team consists of over 300 employees including, but not limited to consultants, systems engineers, technical personnel, business development and customer service agents. Some of our business partners include Aruba, Cisco, Fortinet, HPE, Microsoft, and other strategic technology vendors that specialize in a diverse array of technologies. These partnerships allow us to serve as a full-service solution provider for a wide variety of our customer's needs.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes technology infrastructure consulting, facility upgrades, implementation of voice/data communication solutions and ongoing support and managed services for a wide variety of technology-based systems. Our diverse customer base includes major hospitals and medical research centers, multinational shipping and logistics companies, schools and universities, movie and television studios, commercial enterprises and many federal, state and local government and service agencies.

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3.0 Scope of Work

VectorUSA will provide professional Managed Technology Services to manage the network and server infrastructure at San Ysidro School District. Our service plan will be implemented in phases, as follows:

- Phase 1: Service Planning
- Phase 2: Service Tier Review
- Phase 3: Inventory and Current-State Review
- Phase 4: Managed Technology Services
- Additional Services (As Applicable)

Phase 1: Service Planning

Upon execution of an Agreement to continue Managed Technology Services to San Ysidro SD, VectorUSA's technical services team will coordinate a planning and update meeting with the District's management team. The project continuation meeting will review San Ysidro SD's overall goals for service implementation, highlight all changes to service tiers, review the new Time Services Pool and confirm a mutually agreeable service implementation schedule. VectorUSA will also update contact information for the District management team as required and on-site resources as required to manage technology services.

Phase 2: Service Tier Review

VectorUSA provides multiple tiers of service for managed technology infrastructure components based upon each customer's needs. Managed service requirements fall into one of the three new service tiers.

Service Tier 1: Component Monitoring (Basic)

This service tier provides basic monitoring of technology components to assure they are powered and available. Basic component statistics are limited to power, network availability, CPU and memory utilization, and temperature.

Service Tier 2: Component Management

Component management is typically required for more dynamic technology components/environments that require continuous evaluation, configuration, backup and review. Services include more frequent backup and patching, routine system performance reviews, change management and incident management.

Service Tier 3: Enterprise Management

Enterprise management services are typically required for technology environments that have stringent regulatory or compliance requirements, or where downtime of critical technology systems incurs potential liability or unacceptable costs to business operations. Enterprise management services include

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dedicated configuration management, capacity management, knowledge management, business continuity management and testing, and design management to limit system downtime to levels acceptable by the customer.

Upon completion of the inventory review with San Ysidro School District, VectorUSA will coordinate with District leadership to review service tiers for all managed technology components. VectorUSA will provide managed technology services for all in-scope infrastructure components based upon their designated service tier(s).

Phase 3: Inventory and Current State Update

Once service tiers are finalized, VectorUSA's service team will review and verify all technical documentation made available by SYSD and the VectorUSA team that will be required to manage their server and network equipment.

VectorUSA will also update the existing communications plan with San Ysidro SD personnel as necessary.

Phase 4: Managed Technology Services

VectorUSA and San Ysidro SD will mutually determine a start date (July 1, 2022) for Managed Technology Services to continue under this Agreement. On the established date(s), VectorUSA shall continue management responsibilities as designated by the District in accordance with the established inventory of components and with the revised designated service tiers as described above.

<u>Service Level Agreements (SLAs)</u>

For all service tiers, monitoring, event management, incident management, diagnosis and remediation services will be provided twenty-four (24) hours per day, seven (7) days per week unless otherwise outlined in the communications plan. All other services will be provided during Normal Business Hours, which are Monday through Friday, 6AM to 6PM Pacific Time.

VectorUSA will provide all Managed Technology Services for San Ysidro School District in accordance with SLAs for the following service metrics:

Notification Window

- The time elapsed between VectorUSA receipt of an event, outage or service request and VectorUSA opening a ticket and assigning a resource to manage resolution.

Remote Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning remote work on resolving the ticket.

Onsite Response

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- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning work onsite (if necessary) to resolve the ticket.

Resolution

- The time elapsed between VectorUSA receipt of an event, outage or service request and resolution of the ticket[1].

SLA Target

- The minimum success rate (measured monthly) for VectorUSA to meet all SLAs for notification, response or resolution.

SLAs for San Ysidro School District technology components are defined as follows:

Service Level Agreement						
Priority	**Description**	**Notification Window**	**Remote Response**	**Onsite Response**	**Resolution**	**SLA Target**
1	Entire site or major technology system is nonfunctional	30 min	2 hrs	NBD	N/A	90%
2	Partial site or major technology system is nonfunctional or significantly degraded	2 hrs	4 hrs	NBD	N/A	90%
3	Single centralized component is nonfunctional or performance is degraded	4 hrs	8 hrs	NBD	N/A	90%
4	Single endpoint is nonfunctional or performance degraded. Standard request for moves, adds and changes	8 hrs	24 hrs	48 Hrs	N/A	90%

** NBD = Next Business Day during Normal Business Hours*

<u>Onsite Services</u>

Vector will provide onsite services defined in the Service Tier definition for each managed component at the following location(s):

Site	Address
San Ysidro School District: District Office	4350 Otay Mesa Road San Ysidro, CA 92173
San Ysidro Middle School	4345 Otay Mesa Rd. San Ysidro, CA 92173

[1] Compliance with any defined resolution SLA assumes SYSD's technology infrastructure components are architected to be restored within the resolution timeframe. VectorUSA will not be held responsible for missing SLA targets beyond our reasonable control based upon the architecture of each managed component or system.

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Vista Del Mar Middle School	4885 Del Sol Blvd. San Diego, CA 92154
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
La Mirada Elementary	222 Avenida De La Madrid San Ysidro, CA 92173
Smythe Elementary	1880 Smythe Ave. San Ysidro, CA 92173
Sunset Elementary	3825 Sunset Lane San Ysidro, CA 92173
Ocean View Hills Elementary	4919 Del Sol Blvd. San Diego, CA 92154

Onsite response SLAs apply only for sites specifically listed, and only for equipment located in a typical office or data center environment. Onsite response SLAs for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) are “best-effort” relevant to the location of the component and the availability of specialized equipment and/or safety protocols, as applicable that may be required to provide services.

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Additional/Custom Services

VectorUSA will perform the following additional services for San Ysidro School District:

Additional Services
Monitoring Software – Maintenance & Support Renewal 1. VectorUSA will provide (3) Years of manufacturer support and maintenance for the current monitoring and management platform(s). Current licensing is based on the total RU count being managed by VectorUSA as well as the features, modules and /or add-ons of the platform. a. Pricing is provided below in the pricing section and is a one-time cost. The cost of this renewal is non-refundable, per the terms of this Agreement. **Time and Materials** 2. VectorUSA will perform all other services on a Time and Materials basis. VectorUSA will utilize a new Time and Materials hours allocation for the Agreement between VectorUSA and San Ysidro School District, effective during the 3-Year term of this Agreement. These T&M services will be billed only as used and are shown in the Agreement only as an annual budget of (120) hours total service time. The Network Engineer hourly rate is used to calculate the services budget. Collectively, for the purposes of this Agreement, this service time will be referred to as the "Time Services Pool". All services above and beyond the scope of the Managed Services as described in Phase 3 of the Agreement will be performed with service time costs calculated at the Time and Materials rates in the section below. The Time Services Pool will be billed on a monthly basis for any service time utilized by SYSD in the previous month. Effective Dates: **The Time Services Pool will be effective during the term of this Agreement or 3-Years beginning on July 1, 2022, whichever timeframe is shorter.** SLA: The Time Services Pool is subject to a best-effort response for all service requests and projects outside the scope of the Managed Services service tiers. Emergency response and travel charges are subject to the terms in the Pricing Section 4.0 for Time & Materials.

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4.0 Pricing

Pricing for Managed Technology Services is monthly based upon the type of device, application or service being managed and on the Service Tier defined by San Ysidro School District. VectorUSA's pricing below is based upon our current understanding of SYSD's network technology inventory and best practices for similar environments. The final cost may vary depending upon additional inventory discovered during service implementation and/or different Service Tiers defined by SYSD. VectorUSA will coordinate with San Ysidro on a quarterly basis to review quantities of managed network and system components ("Resource Units") as required. Updated quantities will result in a change in monthly RU costs and subsequent monthly billing for the remainder of the Agreement.

MANAGED SERVICES PRICING					
MANAGED RESOURCE	**QUANTITY PER SERVICE TIER**				**TOTAL RU MONTHLY**
SERVICE/RESOURCE UNIT (RU)	**ST1**	**ST2**	**ST3**	**TOT**	
NW-Appliance [FortiAnalyzer] - DO	0	1	0	1	$ 186.61
NW-IPUpDownOnly *See Appendix for equipment breakdown	41	0	0	41	$ 166.86
NW-Firewall [FortiGate] - DO	0	1	0	1	$ 373.86
NW-Switch (L3) [Cat 4500 Core] - DO	0	1	0	1	$ 154.80
NW-Wireless Controller – School Sites	0	8	0	8	$ 2,392.74
STO-Backup	0	1	0	1	$ 212.63
STO-SAN/NAS Small (<10TB)	0	2	0	2	$ 452.05
SVR-Hyper-V	0	3	0	3	$ 610.94
SVR-Windows (P/V)	0	15	0	15	$ 2,756.26
VoIP-Call Manager – DO	0	2	0	2	$ 525.89
VoIP-Voicemail Server [Unity] - DO	0	1	0	1	$ 264.60
Total Managed Services Charge (Monthly)					$ 8,097.24
Nagios XI Standard Licensing [100-Node] Renewal – One-Time					$ 3,135.00
Total Price (Licensing & 36 Months Managed Service)					**$ 294,635.64**
T/M Hour Resource Services (120 Hours Annual Budget)					$ 16,441.20
Total Budget Managed Services (3 Years)					$ 343,959.24

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Prices above are for all services defined in corresponding service tiers for each component. Onsite services are included only for San Ysidro site(s) designated in this Proposal in accordance with defined service tiers. Onsite services for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) may incur additional charges dependent upon environmental conditions.

Additional services provided at SYSD's request will be billed at the following discount Time and Materials rates:

Time and Materials Rates for Additional Services		
Resource	**Standard Rate**	**Discount Rate**
Technology Consultant	$300.00	$240.45
Senior Network Engineer/Systems Engineer	$195.00	$162.90
Network Engineer/Systems Administrator	$150.00	$137.01
Desktop Analyst/NOC Analyst	$125.00	$104.80
Structured Cabling Technician	$95.00	$89.70
Database Administrator	$175.00	$157.50

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite Service Appointment 120 Minute Minimum

Travel charges and expenses to the San Ysidro location for all onsite work requested by SYSD will be charged at the rates below. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.

Site	Address	Travel Charge (Hours)	Travel Expenses
San Ysidro SD: District Office	4350 Otay Mesa Road San Ysidro, CA 92173	0.5	N/A
(7) School Sites	Site Addresses in Above Table	0.5	N/A

San Ysidro SD requests for emergency after-hours services[2] that are not specifically included in the Scope of Work will be invoiced at 1.5 times the discount rates shown above, including applicable travel charges.

[2] Emergency after-hours services are defined as remote or onsite services that are not scheduled at least forty eight (48) hours in advance, and are performed between 6PM and 6AM Monday through Friday, or any time Saturday or Sunday.

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Request for any services on Federal Holidays[3] will be invoiced at 2.0 times the discount rates shown above, including applicable travel charges.

All billable travel shall be approved by SYSD in advance.

5.0 Duration, Invoicing and Payment

VectorUSA anticipates that Managed Technology Services shall commence under this Agreement immediately following Transition Services completion and end within one calendar year. Managed Technology Services shall be billed on a monthly basis for actual services rendered in the previous month.

Once the Time Services Pool of services is exhausted, Time and Materials services in addition/excess to any monthly labor resources provided will be billed at the end of the month in which they are accrued.

Materials required on to resolve technical issues are not included and will be quoted separately upon request.

Payment of invoices is due NET 30.

[3] A list of Federal Holidays may be found at http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/.

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6.0 Terms and Conditions

The following terms and conditions are incorporated into VectorUSA's Proposal for services (the "Agreement") made between VectorUSA and San Ysidro School District. (the "Customer").

Scope of Services: VectorUSA agrees to provide the comprehensive support services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Payment Termination and Renewal: Payment is to be made according to the terms stated in the Agreement. Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. VectorUSA may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay a reasonable fee in the event the amount in default is placed in collections.

The term of this Agreement is three years (July 1, 2022, to June 30, 2025).. Either party may cancel this Agreement by providing the other party with a 30 day written cancelation notice. Should the Customer cancel less than 90 days after the origin date of the Agreement, VectorUSA shall be entitled to a cancellation fee of ten (10) percent of the overall value of the Agreement to cover the cost of service setup. Transition fees, hardware/software and manufacturer support/maintenance renewals provided to Customer are non-refundable. Any service provided by VectorUSA and prorated for billing over the term of the contract detailed in the custom services (examples include camera cleaning, project work, migration services) must be paid in full in the event of Agreement cancellation.

Upon expiration of the Agreement term and no renewal or new subsequent Agreement is signed by both parties, all services requested after the Agreement term will be provided on a Time and Materials basis, billed monthly to the Customer.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with

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Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTORUSA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed $25,000. VectorUSA will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered

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equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other.

Confidential Information does not include this Agreement/Proposal or any information or development: (i) which is or subsequently becomes available to the general public, such as made through a lawful public request of information, other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should

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there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Modification or Amendment: If VectorUSA finds it necessary to modify the terms of this Agreement, the Customer will be provided written notice thereof at least sixty days in writing prior to the modification taking effect. Customer's continued use of the services in this Agreement after the modification takes effect constitutes acceptance of the modified Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

(This Section Intentionally Left Blank)

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7.0 Agreement

By signing below, both San Ysidro School District and VectorUSA acknowledge that they have read, understood and agree to be bound by the terms and conditions provided in this Proposal, and that the persons signing are duly authorized to do so. San Ysidro School District authorizes VectorUSA to perform the Scope of Work described in this Proposal, and to the associated terms of invoicing and payment.

VectorUSA
9808 Waples Street
San Diego, CA 92121

By:

Curtis Paradzick
Sales Vice President
VectorUSA

April 12, 2022

_____
(Signature)

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

By:

Marilyn Adrianzen
(Printed Name)

Chief Business Official
(Printed Title)

_____
(Printed Date)

_____
(Signature)

Board approved:

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Appendix A: Service Tier 1 Equipment

RU CODE	RU DESCRIPTION	Service Tier	TOTAL QTY
NW-Switch (L3) DO switch	DO - Cisco Cat 3k Switches	ST1 (Monitor U/D)	15
NW-Switch (L3) Core	School Sites - Core Switches	ST1 (Monitor U/D)	7
NW-Switch (L3) Switch	School Sites - Edge Switches	ST1 (Monitor U/D)	12
NW-Router	School Sites - Routers	ST1 (Monitor U/D)	7
TOTALS			**41**

Appendix B: Service Tier Definitions

VectorUSA Service Tiers for Managed Technology Components		**Service Tier**			
	Managed Technology Services	**1**	**2**	**3**	**Report / Doc**
1	24x7 Customer Service from VectorUSA Network Operations Centers	*	*	*	N/A
2	24x7 Monitoring of basic metrics (power, network response, CPU, memory and temperature)	*	*	*	N/A
3	Alert Management, Communication and Escalation	*			Yes (M)
4	Advanced Monitoring of Component Performance Statistics		*	*	N/A
5	Incident Management		*	*	Yes (M)
6	Root Cause Analysis		*	*	Yes (O)
7	Event Management, Diagnosis of alerts and alarms, with recommendations for remediation		*	*	Yes (Q)
8	Service Request fulfillment		*	*	Yes (M)
9	Semi-Annual Operating System/Firmware Patching of hardware		*	*	Yes (S)
10	Asset Management		*	*	Yes (Q)
11	Quarterly Service Delivery Performance Analysis and Customer Review		*	*	Yes (Q)
12	Ongoing (i.e., daily / weekly) Backup of System Configuration and Data (based on business RPO)		*	*	Yes (Q)
13	Reconfiguration and Restoration of Failed Devices and Data within designated SLA Windows		*	*	Yes (Q)
14	Monthly / Quarterly Patching of Server Operating Systems		*	*	Yes (Q)
15	Routine System Performance Monitoring and Tuning		*	*	N/A
16	Monthly Performance Reporting and Service level Management		*	*	Yes (M)

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17	Change Management (Including Customer Change Management Review/Approval)		*	*	Yes (M)
18	Configuration Management			*	Yes (Q)
19	Knowledge Management			*	Yes (S)
20	Release/Deployment Management and Technology road mapping			*	Yes (A)
21	Availability Management			*	Yes (Q)
22	Capacity Management			*	Yes (Q)
23	Problem Management			*	Yes (Q)
24	Access Management			*	Yes (Q)
25	Annual Business Continuity/ bi-annual Disaster Recovery Testing			*	Yes (A)
26	Installation/Provisioning of New Equipment Installation			*	Yes (O)
27	Component Refresh/Upgrade Management and Implementation.			*	Yes (O)
28	Monthly Management Reviews			*	Yes (M)
29	Service Governance Committee			*	Yes (Q / M)

In-scope Definitions:

1) Central point of contact, 24 x 7 email and phone availability.
2) Monitoring via platform as agreed to with customer during Transition planning. Includes email notifications from systems to NOC for review and action as applicable to the agreement. Includes basic monitoring of power, network response, CPU, memory and temperature. Assumes the monitoring platform conforms to the requirements to allow aforementioned data collection.
3) Implementation and actioning of documented Alert Management processes for filtering, communication, and escalation of basic alerts, as designed during transition. This will include a monthly report of all alerts resulting in the creation of a ticket and escalated to the appropriate party.
4) Requires monitoring systems, that if approved by customer and implemented, allows for integration of advanced monitoring. Specific monitoring requirements to be discussed / outlined and documented during transition. Examples include monitoring of application or system logs, SNMP or WMI performance statistics, as well as non-standard notifications from vendors such as EMC/ Dell call home point of contact being directed to the NOC.
5) Upon identification of an incident (broken or severely degraded performance), predefined processes are enacted to address the issue and restore functionality as quickly as possible. This includes identification, logging, categorization, prioritization, initial diagnosis, escalation, investigation and diagnosis, resolution and recovery, and finally incident closure. To be accomplished within the defined SLAs. The information will be included in the Monthly SLA report (#16)
6) After a critical incident, as defined in the SLAs, is resolved, or a work around is in place, continued investigation and documentation of the cause is undertaken. A report will be produced documenting all actions performed to resolve the incident, as well as an analysis of any actions that could have reduced the duration or impact of the incident. Recommendations will be included for changes designed to prevent re-occurrence. Implementation of any changes to prevent re-occurrence will be implemented as approved by the business owner.
7) Second level of the Event management process utilizing access to systems and previously created KBAs to investigate potential known causes of the event and perform documented remedial action. If unknown, escalate for investigation of further actions for remediation. Recommendations for changes may be made for the monitoring system configuration if found to be causing an innocuous alert. A quarterly audit is

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performed on the monitoring system whereas it is compared to the master inventory to ensure appropriate monitoring of all in scope equipment.

8) Basic Service Request fulfillment includes receiving, documenting, assignment, completion within reasonable timelines and communication. A monthly report will be provided on completed and pending Service requests. Application of SLAs for Service Request fulfillment to be applied only in Tier 3. A monthly report will be provided for visibility of all complete service requests. For Tier 3 the Service requests will be included as part of the SLA report.
9) All hardware will have firmware, as well as any OS on non-server hardware, upgraded and or security patched with vendor updates in a general release status. This will be performed twice per contract year for each RU. An audit will be completed, and progress reported on an intermittent basis as the work commences.
10) Proactive participation in the control of an asset inventory and the attributes identified for the purpose of maintaining accurate records required for effective event and incident management. This is inclusive of standardized, controlled commissioning and decommissioning of devices as well as a quarterly inventory reconciliation. Tools and methodology subject to agreement during asset management transition. A quarterly audit will be performed to ensure agreeability of all assets under control for service.
11) Quarterly review with customer stakeholders to review the Managed Services team performance and any value-add opportunities. Identify and agree upon areas for improvement. Meeting minutes with assigned action items will be produced as applicable.
12) Management of backup solution for services under contract. Assumes appropriate equipment and applications in place to support backup functions as well as defined RPO required by AFD. Monthly tasks will be performed such as the cleanup of backup repositories and backup jobs that fall beyond the required RPO. Additionally, Quarterly backup reconciliation activities and reports will be completed and published.
13) Recovery and restoration procedures, in conjunction with backup management, incident management and Service request fulfillment, will be developed for equipment managed by VectorUSA to ensure restoration of operations as quickly as possible in the event of systems or data loss. Assumes all VectorUSA managed equipment is under a valid support contract with the appropriate 3rd party for replacement of any failed physical components. A quarterly DR test will be completed, and report produced. The schedule will be agreed upon in conjunction with the customer and the scope limited to specific Equipment type per test.
14) Linux and Windows server OS based patching program will be implemented as a Service Request on a reoccurring basis. All security, critical, and high patches will be applied. Windows patching occurs monthly, Linux patching occurs quarterly. Any patching that falls outside of this standard patching program for server operating systems will be handled as supplemental Service requests. A quarterly audit will be completed to ensure all assets under control for service are being patched. A report will be supplied with the results and any identified remediation items.
15) Implementation of environmental checks outside of standard monitoring. This may include items such as daily or weekly checks of replication lag, errors or warning indicated in the virtual environment. Any issues will be addressed through event and/or incident management as applicable.
16) Standardized report indicating level of performance against SLA targets. Additional data may apply as agreed upon during the Service Level Management transition. This is a monthly report.
17) Change management will utilize client provided information regarding Ownership of a CI and stakeholders of any Services supported by a CI to document the Change activity, scheduled window, approval status, and completion status. Changes must have a risk rating and backout plan defined before approval by the CI Owner. Only Emergency changes can be implemented prior to formal approval in the Change System. Changes will be reported on monthly or quarterly and may be included in the standard SLA report (Item #16)

Definitions of Services 18-29 are available upon request.

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END OF DOCUMENT

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GOVERNMENT FINANCIAL STRATEGIES

BACKGROUND INFORMATION:

The District would like to participate in the San Diego County School Districts Tax and Revenue Anticipation Notes (TRANS) Program, Note Participations, Series 2022A. Government Financial Strategies serves as the Financial Advisor for districts participating in the TRANS Program through the 2015 proposal to the San Diego County Office of Education.

The cost implications are $9,000 per participant plus a flat fee of $27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes or $225 per hour (NTE 10 hours) should the District decide not to proceed.

RECOMMENDATION:

Approve/Ratify the agreement with Government Financial Strategies to serve as municipal advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes (TRANs), Series 2022A at an estimated cost of $36,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $36,000.00 (Amount)	TRANs or General Fund (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of June 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Government Financial Strategies	(916) 444-5100
Company/Consultant	Telephone Number
1228 N Street, Suite 13, Sacramento, CA 95814	www.gfsi.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: May 1, 2022 To: June 30, 2023 or completion of project whichever happens first.

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Government Financial Strategies**
Name:	Rich Malone
Title:	Financial Advisor
Address:	1228 N Street, Suite 13
City/State/Zip Code:	Sacramento, CA 95814
Telephone:	(916) 444-5100
Email:	rich@gfsi.com

DISTRICT:	**San Ysidro School District**
Name:	Marilyn Adrianzen
Title:	Chief Business Official
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

ADDENDUM

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Consultant's Initials _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

REVISED 09-13-18

Government Financial Strategies

EXHIBIT A

MEMORANDUM

To: Marilyn Adrianzen

From: Rich Malone RCM

Date: March 28, 2022

Re: Scope of Work to Serve as Municipal Advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2022A

We have prepared this scope of work to serve as municipal advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2022A. This scope is consistent with our 2015 proposal to the San Diego County Office of Education (SDCOE) whereby we were selected to serve as the municipal advisor to participants in the TRANs program.

We anticipate our firm would be involved with the following tasks:

- Provide background information on tax and revenue anticipation notes (TRANs).
- Prepare a TRANs sizing model based on a cash flow projection format developed by SDCOE.
- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing projected cash flow shortfalls, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs).
- Based upon the District's requirements and preferences, recommend a cash flow financing plan for the District.

Should the District decide to issue TRANs as part of the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2022A, our services would include the following as appropriate:

- In coordination with San Diego County, develop and manage the financing schedule of events.
- In coordination with San Diego County, assist with identifying and selecting the financing team (e.g. bond counsel, disclosure counsel, underwriter, etc.).
- Recommend an appropriate size for the TRANs consistent with legal requirements.
- Structure the TRANs to meet the goals of the program participants as a whole as well as the District individually.
- Review the District authorizing resolution, purchase agreement, trust agreement, closing documents, and other legal documents.

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Sacramento, CA
95814
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- Assist in the completion of a disclosure due diligence questionnaire.
- Assist with obtaining a credit rating for TRANs.
- Review the preliminary and final official statements.
- In coordination with San Diego County, negotiate pricing terms with the underwriter.
- Manage the closing of the financing.
- Prepare a summary memorandum documenting the results of the sale.
- If requested, file the annual debt transparency report with the California Debt and Investment Advisory Commission for the TRANs by January 31, 2023.
- Assist with the determination of whether the District owes rebate associated with its participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2022A.
- Coordinate with staff as needed.
- Coordinate with bond counsel, disclosure counsel, underwriter and other interested parties as needed.

As indicated in our 2015 proposal to SDCOE, our fee to the TRANs program participants is $9,000 per participant plus a flat fee of $27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes.

In addition, should the District decide not to issue TRANs, any services provided to assist the District in advance of a decision to participate in the pool may be billed on an hourly basis at $225 per hour (not-to-exceed 10 hours).

Please call me if you have any questions or comments.

REM/abm

Signed:

_____

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Date: _____

Government Financial Strategies

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about the actual or potential conflicts of interest presented by our representation of San Ysidro School District ("Client").

List of Potential Conflicts of Interest

Other Municipal Advisory Clients. Government Financial Strategies serves a wide variety of clients, some of which may have overlapping jurisdictions with Client and/or may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Government Financial Strategies serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, may owe a fiduciary duty to such other clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Government Financial Strategies could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

Outside Business Activity – Government Finance Education Institute. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors and as the Executive Director of Government Finance Education Institute, a nonprofit public benefit corporation organized for the primary purpose of providing educational information to help public agencies identify practical methods to increase efficiency, reduce costs and be good stewards of public funds. In acting in her role with Government Finance Education Institute, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

Outside Business Activity – Yolo Community Foundation. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors of the Yolo Community Foundation, a nonprofit public benefit corporation organized for the primary purpose of promoting philanthropy by serving as a public foundation through which: 1) community members pursue their own charitable goals; 2) local nonprofits benefit from Yolo Community Foundation programs and events; and 3) youth learn the meaning of community involvement and service. In

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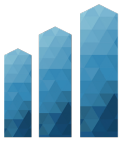

acting in her role with Yolo Community Foundation, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

Outside Business Activity – Davis Sunrise Rotary Foundation. The President of Government Financial Strategies, Lori Raineri, is currently a member of and, effective July 1, 2022, expects to begin serving on the Board of Directors of the Davis Sunrise Rotary Foundation, a nonprofit public benefit corporation organized to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through the fellowship of business, professional, and community leaders. In acting in her role with the Davis Sunrise Rotary Foundation, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

Contingent Fees. The fees to be paid by Client to Government Financial Strategies may be partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Government Financial Strategies may have an incentive to recommend unnecessary financings or financings that are disadvantageous to Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Government Financial Strategies may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Government Financial Strategies manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as Client which require it to put the interests of Client ahead of its own.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal entity clients such as Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement in a timely manner.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities

and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can be found by accessing the SEC's EDGAR system Company Search Page which is available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

There have been no material changes to the legal or disciplinary events that Government Financial Strategies has disclosed to the SEC.

Client Brochure

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Termination

Either party may terminate the agreement upon thirty (30) days advance written notice to the other party.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: MASTER AGREEMENT WITH LORD ARCHITECTURE, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES

BACKGROUND INFORMATION:
The Governing Board approved the 2021 Long Range Master Facilities Plan and an Implementation Plan that provides the district with information regarding current and future needs for student housing, quality of the existing facilities, and facilities renovation and expansion requirements to support the district's educational and programmatic goals. The District is preparing to move forward with the Implementation Plan for Increment One and Two.

On March 10, 2022, the Governing Board approved to award RFQ No. 21/22-004 for Architectural and Engineering Services to two architecture firms, one being Lord Architecture, Inc.. The Master Agreement was agreed upon with input and review of both parties and the District's legal counsel (BBK). Cost implications will be determined on a per project basis.

RECOMMENDATION:
Approve the Master Agreement with Lord Architecture, Inc. to provide Architectural and Engineering Services related to work associated with various District projects outlined in the 2021 Long Range Master Facilities Plan and other special projects.

LCAP GOAL AND ACTION/SERVICE:

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-22 Budget? ☐ Yes ☒ No

Requisition #

TBD
(Amount)

General Obligation Bonds
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

1. **Parties and Date**

This Master Agreement for Architectural Services ("Agreement") is made and entered into this ___ day of _____, 2022, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road, San Ysidro, California 92173** ("District") and **Lord Architecture, Inc.** ("Architect"). The District and Architect are sometimes referred to individually as "Party" and collectively as "Parties" in this Agreement.

2. **Recitals**

2.1 The District is a public school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct multiple school facilities within the District pursuant to its District-Wide Bond Program, which will be completed in one or more phases/components (collectively, the "Project").

2.3 The District requires the services of a duly qualified and licensed architect to perform the services on the Project as required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 This Agreement is intended to act as a "Master Agreement" for the Project and does not entitle the Architect to any specific assignment for any phase/component of the Project or to any specific compensation until such time as an mutually agreed upon written Amendment is entered into between the Parties to specifically assign Architect one or more individual components of the Project. A sample of said Amendment is attached hereto as **Exhibit "A"** and incorporated herein by reference. The mutually agreed upon Amendment shall set forth the scope of services, schedule, and compensation for any such assigned component of the Project. Except as specifically provided in the Amendment, all other terms and conditions of this Agreement remain in full force and effect for the provision of all services.

2.5 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.6 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. **Terms**

3.1 **Employment of Architect**. Architect promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any subsequent Amendments hereto, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel**. Architect shall name a specific individual to act as the Project Architect, subject to the approval of the District. Architect hereby designates **Katherine I. Lord,** (License No. **C-14478**) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement without any further liability to Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers, and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers, or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers, or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers, or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Architect at the request of the District. The key additional personnel, engineers, and consultants for performance of this Agreement are as follows: **R. Bennett Lord, Jr. - Principal, Lord Architecture, Inc.; Pat Wada, Project Architect, Lord Architecture, Inc.; Greg Golombek, Project Manager, Lord Architecture, Inc.; John Frisbie, President, Johnson**

Consulting Engineers; Bill Schell, Principal, Miyamoto International, Inc.; David Merrick, Principal, Merrick and Associates Mechanical Engineers.

3.3 **Hiring of Consultants and Personnel**.

3.3.1 **Right to Hire or Employ**. Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts, or other consultants. All consultants, including changes in consultants, shall be subject to approval by the District in its sole and reasonable discretion. Architect shall notify the District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow the District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by the District in its sole and reasonable discretion.

3.3.2 **Qualification and License**. All architects, engineers, experts, and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance**. All architects, engineers, experts, and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes**. Architect shall promptly obtain written District approval of any assignment, reassignment, or replacement of such architects, engineers, experts, and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by the District.

3.3.5 **Draftsman and Clerical Support**. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees**.

3.4.1 **Standard of Care**. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same

discipline in the State of California, and shall be fully responsible to the District for any damages to the District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts, and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts, and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees**. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations**.

3.5.1 **Knowledge and Compliance**. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold the District, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications**. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any significant revisions made necessary by changes in such

laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. For the preparation of all such drawings and specifications, Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to Architect and the District.

3.5.3 **Americans with Disabilities Act**. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform the District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests the District's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that Architect brings such inconsistencies and conflicting interpretations to the attention of the District, seeks direction from the District and requests the District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. The District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 **Permits, Approvals and Authorizations**. Architect shall provide the District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals, and other authorizations shall be paid by the District.

3.6 **Independent Contractor**. The District retains Architect on an independent contractor basis and Architect is not an employee of the District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of the District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages,

salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services**.

3.7.1 **Timely Performance Standard**. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project as may be further defined in the Amendment(s) hereto. Architect agrees to coordinate with the District's staff, contractors, and consultants in the performance of the Services, and shall be available to the District's staff, contractors, and consultants at all reasonable times.

3.7.2 **Performance Schedule**. Architect shall prepare an estimated time schedule for the performance of the Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for the District's review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. If the District and Architect cannot mutually agree on a performance schedule, the District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of the District. If Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays**. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of the District or its employees; (2) the actions of those in direct contractual relationship with the District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **Request for Excusable Delay Credit**. Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. The District will then ascertain the facts and the extent of the delay, and grant an

extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services**. Architect shall fully and adequately complete the Services described in this Agreement and in **Exhibit "B"** attached hereto and incorporated herein by reference as well as any specific requirements set forth in the Amendment(s) hereto.

3.9 **Additional Architect Services**. At the District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in **Exhibit "B"** attached hereto and incorporated herein by reference, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in **Exhibit "B"** attached hereto and incorporated herein by reference. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from the District and without an agreement between the District and Architect as to the compensation to be paid for such services. The District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities**. The District's responsibilities shall include the following:

3.10.1 **Data and Information**. As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties. The District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide Architect with a preliminary

construction budget for any applicable component of the Project (the "District's Preliminary Construction Budget").

3.10.2 **Project Survey**. If required pursuant to the scope of the Project and if requested by Architect, the District shall furnish Architect with, or direct Architect to procure at the District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record**. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of the District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase**. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing**. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests**. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies**. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative**. Designate a person to act as its representative for the performance of this Agreement (the "District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and the District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by **Exhibit "B"** attached hereto and incorporated herein by reference.

The District may designate new and/or different individuals to act as the District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents**. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. The District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation**.

3.11.1 **Architect's Compensation for Basic Services**. As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties in order to specifically assign Architect one or more individual components of the Project. The Architect's compensation for any such component shall be clearly established in the applicable Amendent(s) upon mutual written agreement.

3.11.2 **Payment for Additional Services**. Additional Services may be authorized pursuant to the applicable provisions of this Agreement and subsequent Amendment. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement and subsequent Amendment, so long as they have been approved in advance by the District. If the District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. The District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 **Reimbursable Expenses**. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in **Exhibit "C"** attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having

jurisdiction over the Project; (4) bid document duplication costs in excess of $0; and (5) other costs, fees and expenses in excess of $0.

3.11.4 **Payment to Architect**. Consistent with the terms of an Amendment executed by the Parties regarding compensation, Architect's compensation and reimbursable expenses shall be paid by the District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the schedule agreed to by the Parties in a subsequent Amendment hereto. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Services performed, percentage of the Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule agreed to by the Parties in a subsequent Amendment hereto. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for the Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Additional Services performed, percentage of the Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 **Withholding Payment to Architect**. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any

expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within Architect's reasonable control.

3.11.6 **Prevailing Wages**. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration**. If any portion of the Services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the Project and require the same of any other subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed**. As described in Section 2.4 above, Architect shall not proceed with performance of any of the Services under this Agreement unless and until the Parties execute an Amendment for a specific component of the Project and the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment**.

3.13.1 **District's Termination for Convenience**. The District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without

cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment, or termination, Architect shall be paid for the Services and reimbursable expenses rendered up to the date of such suspension, abandonment, or termination, less any claims against or damages suffered by the District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment, or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause** This Agreement may be terminated by Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination, together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, Architect shall be compensated for the Services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work**. If Architect's Services are suspended by the District, the District may require Architect to resume such Services within ninety (90) days after written notice from the District. When the Project is resumed, the compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment, or termination of this Agreement, Architect shall provide to the District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which the District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, the District shall have the right, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to the District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to the District any such documents pending resolution of the dispute. Architect shall make such documents available to the District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of Other Architects**. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to the District copies of all Project Documents required by the District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents.

3.14.2 **Right to Use**. Architect grants to the District the right to use and reuse all or part of the Project Documents, at the District's sole discretion and with no additional compensation to Architect, for the following purposes:

(A) The construction of all or part of this Project;

(B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(C) The construction of another project by or on behalf of the District for its ownership and use;

The District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of Architect.

Any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of Architect shall be at the District's own risk

with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project, it shall remove Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for which Architect is legally responsible or liable, or anyone approved by Architect.

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by the District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the District.

3.15 **Indemnification**. To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the

Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

3.16 **Insurance**.

3.16.1 **Time for Compliance**. Architect shall not commence any of the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, the District may, in its sole discretion, obtain such insurance and deduct the amount therefor from Architect's compensation.

3.16.2 **Minimum Requirements**. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance**. Coverages shall provide limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; (3)

Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than $1,000,000 per claim.

3.16.3 **Professional Liability**. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements**. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability**. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Architect or for which Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Architect.

(D) **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the

policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insureds; No Special Limitations**. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage**. Architect shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements**. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, the District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records**. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items**. Architect shall cooperate and consult with the District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement**. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between the District and the architect chosen therefor by the District.

3.20 **Mediation**. Disputes arising from this Agreement and any subsequent Amendments may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.21 **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification**. Architect shall certify to the District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide the District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **RESERVED**

3.24 **No Third Party Rights**. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law**. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement**. This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

3.27 **Exhibits and Recitals**. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability**. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver**. None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is expressly specified in writing.

3.30 **Safety**. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices**. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:	**ARCHITECT:**
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 Attn: Business Services	**Lord Architecture, Inc.** 11650 Iberia Place, Suite 210 San Diego, CA 92128 Attn.: Kathy Lord

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

3.33 **District's Right to Employ Other Consultants**. The District reserves the right to employ other consultants, including Architects, in connection with this Project or other projects.

3.34 **Prohibited Interests**.

3.34.1 **Solicitation**. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability.

3.34.2 **Conflict of Interest**. For the term of this Agreement, no director, official, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.35 **Equal Opportunity Employment**. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of the District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.36 **Labor Certification**. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.37 **Fingerprinting Requirements**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, Architect and its consultants must provide for the completion of the certification form attached hereto as

Exhibit "D" and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.38 **Subcontracting**. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of the District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.39 **Supplemental Conditions**. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.40 **Authority to Execute**. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: _____
Marilyn Adrianzen, Chief Business Official

Attest: _____
[INSERT TITLE]

LORD ARCHITECTURE INC.

By: _____ Date: _____
Katherine I. Lord, AIA, LEED AP
Principal

Attest: _____
[INSERT TITLE]

EXHIBIT "A"

SAMPLE AMENDMENT

FIRST AMENDMENT TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of _____, 20___, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and _____ (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about _____, 20__, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: _____; and

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and

conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a flat not-to-exceed fee of _____ Dollars ($_____).

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

SAN YSIDRO SCHOOL DISTRICT	**LORD ARCHITECTURE INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT "A"

EXHIBIT "B"

ARCHITECT'S SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS**.

1.1 **Basic Services**. Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services**. The following services shall be excluded from the basic services listed above: Civil,Engineering, Fire Sprinkler Engineering, Food Service, Landscape Design, Cost Estimating, Acoustical Engineering.

1.3 **Additional Services**. None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in **Exhibit "C".**

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefore.

1.4 **Cooperation and Communication with District**. Architect shall cooperate and participate in consultations and conferences with the District, the District's consultants, authorized representatives of the District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and

the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 **Coordination and Cooperation with Construction Manager**. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that Architect will be fully aware of the duties and responsibilities of the construction manager. Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. Architect shall request clarification from the District in writing if Architect should have any questions regarding the authority of the construction manager.

1.6 **Estimates.** In conjunction with the other duties described herein, Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming**. Assist the District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility**. Provide advice and assistance to the District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals**. Architect shall notify the District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of Architect to suggest alternatives to the District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in

the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations**. As indicated in Section 3.5.4, Architect shall assist the District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE**.

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 **Approval and Revisions**. The District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all the District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents**. If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by the District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans**. In cooperation with the District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of the District into the Schematic Plans. At Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by the District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget**. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by the District or, if applicable, by any school

construction funding agency identified by the District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to the District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to the District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents**. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4. **DESIGN DEVELOPMENT PHASE**.

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions**. The District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents**. Once the District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications (the "Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 **Copies of Design Development and Other Documents**. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department

of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4.4 **Updated Project Budget**. Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (the "Architect's Updated Project Budget").

4.5 **Timetable**. Architect shall provide a written timetable for full and adequate completion of the Project to the District.

4.6 **Application for Approvals**. Architect shall assist the District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues**. Architect shall provide, for the District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Incorporation of Post-Construction Stormwater Design Standards.** Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.

2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.

3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.

4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS**.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions**. The District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 **Final Working Drawings and Specifications**. Once the District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work (the "Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and

Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, the District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in the District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. The District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form**. The Final Working Drawings and Specifications must be in such form as will enable Architect and the District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable the District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions**. The District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of the District. The Parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at the District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or

corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction**. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by the District, the District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents**. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents**. If so required by the District, Architect shall assist the District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by the District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of the District and the District's legal counsel.

6.2 **Final Estimate**. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide the District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. BID PHASE.

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents**. Once the District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to the District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids**. Architect shall assist the District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. The District will reimburse Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Over-budget**. If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than ten percent (10%), the District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE**.

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation**. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that the District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 **General Administration**. Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting**. Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work**. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work**. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect's Consultants**. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or the District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports**. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes**. Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 **Written Reports**. Architect shall make written reports to the District as necessary to inform the District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records**. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and the District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports**. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, the District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions**. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work**. Architect shall promptly reject, as discussed with the District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions**. Architect shall consult with the District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings**. Architect shall prepare, at no additional expense to the District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes**. Architect shall evaluate and advise the District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by the District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of the District's Representative is first secured. Architect may also authorize minor changes in the work, pending the District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment**. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection**. Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion**. Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List**. After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify the District of all Punch List Items.

8.21 **Warranties**. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 **Certificate of Completion**. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out**. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS**.

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications**. Not later than thirty (30) days after delivery of As-Builts from the Contractor and/or substantial completion of the Project, whichever is first, before receipt of final payment, Architect shall review all construction drawings and specification information received from the Contractor and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval**. Once the District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to the District the complete set of original Record Drawings and Specifications in PDF format or a complete set of reproducible duplicate Record

Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment**. Prior to the receipt of Architect's final payment, Architect shall forward to the District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD**.

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 **Advice**. Architect shall provide advice to the District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. **Hourly Compensation Rates**.

	HOURLY RATES
Principal	$195.00
Regional Vice President	N/A
Educational Services	N/A
Senior Project Manager	$165.00
Senior Healthcare Planner	N/A
Director of Design	N/A
Cost Estimator	N/A
Project Manager	$150.00
Senior Construction Administrator	N/A
Senior Designer	$150.00
Interior Design Director	N/A
Designer	N/A
Graphics	N/A
Project Leader	N/A
Technical Services/QA Plan Reviewer/Spec Writer	N/A
Labor Compliance	N/A
Interior Senior Designer	N/A
Job Captain	$110.00
Senior Drafter	N/A
Intermediate Drafter	N/A
Junior Designer	N/A
Educational Services Support	N/A
Computer Services	N/A
Interior Design/Project Coordinator	N/A
Drafter	$100.00
Intern Architect	N/A
DSA Coordinator	N/A
Construction Administration Support	N/A
Contract Administrator	$195.00
Admin Support	$75.00

These are the current hourly rates effective **05-20-22 through 05-19-23**. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. **Reimbursable Expenses**.

Not to exceed $1,000 for printing, reproduction costs, and other miscellaneous beyond what is stipulated in this agreement. No other reimbursable expenses shall be incurred and submitted without prior approval from the District.

3. **Additional Services**.

Additional Services shall be computed at the actual hourly rates described above.

4. **Additional Consultants**.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus five percent (5%). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____ 20__ by and between the **San Ysidro School District** ("District") and **Lord Architecture, Inc.** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Contractor's Representative Date

Architect Exemption

Pursuant to Education Code section 45122.1, the **San Ysidro School District** ("District") has determined that **Lord Architecture, Inc.** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Architect ("Agreement") because:

□ The Architect's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

_____ _____

District Official Date

Architect's Consultant Certification

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **[Lord Architecture, Inc.]** ("Architect") on or about ____ _____ ("Agreement"). This certification is submitted by _____, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ _____

Consultant's Representative Date

Architect's Consultant Exemption

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **Lord Architecture, Inc.** ("Architect") on or about ____ _____ ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

□ The Consultant's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

_____ _____

District Official Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM

BACKGROUND INFORMATION:

The 21st Century Community Learning Centers (21st CCLC) initiative is the only Federal funding source dedicated exclusively for afterschool programs. The No Child Left Behind Act reauthorized 21st CCLC in 2002, transferring the administration of the grants from the U.S. Department of Education to the State education agencies. The program was again reauthorized in 2015 in the Every Student Success Act (ESSA). Each State receives funds based on its share of Title I funding for low-income students. Grants support afterschool programs that provide services to students attending high-poverty, low-performing schools. This grant is to improve academic achievement and provide safe & healthy recreation & prevention activities for student at qualified school sites. The schools that will be receiving these funds are Willow and San Ysidro Middle School.

The 21st CCLC is administered by the San Diego County Superintendent of Schools in accordance with provisions of the California Education Code. The 21st CCLC are considered direct grants and the California Department of Education (CDE) shall pay grantees according to an authorized schedule. The total amount for the District is $142,892.10, the SDCOE will retain 2% ($2,857.84) of grant funds for county-wide program coordination, technical assistance, and program support. Program funds will be dispersed to the District based on reimbursement from CDE, Annual 21st CCLC allocation shall not exceed $140,034.26.

RECOMMENDATION:

Approve/Ratify the Agreement with the San Diego County Superintendent of Schools for the 21st Century Community Learning Center Program (CCLC) grant award allocations in the amount of $140,034.26 for school year 2021-2022. Schools benefiting from these funds are San Ysidro Middle School and Willow School.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement ~ Step #22: Implement summer intervention and enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

Grant: $140,034.26
(Amount)

21st CCLC Grant
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF AGREEMENT

This Agreement for the 21st Century Community Learning Center (21st CCLC) is entered into and effective as of the 1st day of July 2021 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **San Ysidro School District** (herein known as "District") who agrees to contract for and provide the 21st CCLC program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the 21st CCLC, in accordance with the provisions of the California Education Code (EDC) sections 8484.7-8484.9. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the 21st CCLC program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

In accordance with EC 8484.7, the 21st CCLC program complements the After School Education and Safety (21st CCLC) program to provide year-round opportunities for expanded learning.

A. DISTRICT ASSURANCES

21st CCLC Priority Enrollment

1. Priority for enrollment of students in a 21st CCLC before or after school program must be prioritized in the following order:

    A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a). [8483(c)(1)(A); 8483.1(d)(1)(A)] Homelessness is defined as one or more of the following situations:
        a. Emergency or transitional shelter
        b. Hotel or Motel
        c. Unsheltered (i.e., cars, parks, garage, campgrounds)
        d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
        e. Unaccompanied youth not living with parent or guardian
        f. Substandard housing (i.e., no water or electricity; health or safety risks)

    B. Foster Youth, as designated through a juvenile dependency court petition [8483(c)(1)(A); 8483.1(d)(1)(A)]

    C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [8483(c)(1)(A); 8483.1(d)(1)(A)]

    D. (*Middle School or Junior High only*) Youth that Attend Daily [8483(c)(1)(B); 8483.1(d)(1)(B)]

2. A program shall inform the parent or caregiver of a pupil of the right of homeless

children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [8483(d); 8483.1(e)]

21st CCLC Program Operation and Attendance Requirements:

After School

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [8483(a)(1)(A)(i)]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [8483(a)(1)(B)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [8483(a)(2)]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [8483(a)(3)]

Before School Program

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [8483.1(a)(1)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [8483.1(a)(3)]

Before and After School Supplemental Program

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [8483.2]

Attendance Requirement

The goal for each District 21st CCLC program site is to meet 100% of the daily attendance goals

(ADA) based on the grant amount awarded. To ensure that subsequent 21st CCLC grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California Education Code 8484.8(b)(4)(A) which states that "funding for a grant shall be allocated in annual increments for a period not to exceed five years, subject to annual reporting and recertification as required by the department."

CDE is authorized to conduct a review of the program and make grant funding adjustments should 21st CCLC program sites fail to maintain specific attendance levels. Specifically,

1. Any 21st CCLC program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [8483.7(a)(1)(C)(ii)]
2. Any 21st CCLC program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [8483.7(a)(1)(D)(ii)]

The California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

General Program Requirements:

The intent of the Legislature as enacted is to provide programming that focuses on "developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences". [8482.1(a)] To ensure the District develops 21st CCLC programming consistent with this intent, the following requirements are in place for FY 2021-22:

1. The District shall identify a qualified District Contact to be the direct liaison between the 21st CCLC program and the County, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term "qualified" describes the District Contact's ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California Education Code 8482-8484.65. In this regard, the role of the District Contact includes:
   a. General program oversight
   b. Programmatic development
   c. Compliance responsibility
   d. Reporting responsibility
2. The District shall provide a detailed program design plan for their overall vision of the 21st CCLC Program. The 21st CCLC program design plan shall be a fluid document capturing the changes in programming throughout FY 2021-22 and updated as necessary to provide an accurate reflection of programming. Initial District Program Design Plan information must be uploaded to Cityspan no later than October 30, 2021.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
4. The District shall ensure that each 21st CCLC program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or

more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [8482.3(c)(1)(A)]

5. The District shall ensure that each 21st CCLC program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical activities, and prevention activities. Such activities should be determined based on students' needs and interests. [8482.3(c)(1)(B); 8483.3(c)(7)]
6. The District shall ensure that each 21st CCLC program promotes active student engagement by providing a safe physical and emotional environment and relationship building opportunities. [8483.3(c)(3)]
7. **The District shall ensure that their 21st CCLC programs are "planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector." [8482.5(b), 8483.3(c)(6)]**

Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the 21st CCLC program as follows:

1. The District's 21st CCLC program must follow the County attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number. For 21st CCLC programs specifically, additional activity, staffing, and demographic information must be maintained for federal reporting purposes.
2. In FY 21/22 District receiving 21st CCLC funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
3. District shall fully utilize the "*Automated Card Scanning"* capability for the system. The *Cityspan Web-Based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21st CCLC Program California Education Code Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the 21st CCLC program.
4. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with EDC Section 8483(a)(1)(A)(i) and EDC Section 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the County for implementation of attendance collection processes and procedures. [8483.3(c)(4)]

Staffing Requirements

All 21st CCLC program sites are required to comply with the staffing requirements outlined in California Education Code 8483.4. These include:

1. District must "establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District."
2. All 21st CCLC programs must maintain a pupil-to-staff member ratio of no more than 20 to 1.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis and COVID-19 screenings, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.
6. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under EDC 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.
7. District must also provide staff training and development in accordance with EDC 8483.3(c)(4).

State-Mandated Data, Annual Performance Report, and Evaluation Requirements

All Districts must participate in the state Annual Outcomes Evaluation and Federal reporting processes and the County's CQGrowth process in accordance with EDC 8484. Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. To comply with Federal reporting requirements, District must ensure that programs provide information on academic achievement, school day attendance, behavior, student engagement in learning, activities, staffing, and participant demographics in accordance with the Government Performance and Results Act (GPRA).
3. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
4. District must annually provide participating students' regular school day and program attendance and test results as required by CDE in a timely manner.
5. District must ensure the timely and accurate collection of data required to conduct the 21st CCLC program evaluations, including but not limited to, Annual Performance Reports.
6. District must participate in the County process for Continuous Quality Improvement (CQI) to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For Dual-Funded ASES/21st CCLC programs, the Continuous Quality Improvement process will take place through the ASES Continuous Quality Improvement process. Please refer to the FY 21-22 ASES MOA for description of CQI requirements.

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with EDC 8482-8484.65. **This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of $10.18 per student per day for PM (21st CCLC) reimbursement and a rate of $6.79 per student per day for AM (Before School) reimbursement.**
2. District will allow participation of any student of a participating school regardless of their ability to pay. [8482.6]
3. Upon notification of overpayment of the 21st CCLC grant in excess of the grant award amount or request for reimbursement of unexpended 21st CCLC grant funds by the CDE, the District will be required to return the entire amount of funding in question to the County in accordance with EDC 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with EDC 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) and may result in an adjustment of the 21st CCLC grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District will follow all fiscal and auditing standards required by the EDC 8482.3(f)(5); 8484.8(b)(3)(4).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to County relative to the administration of the 21st CCLC Grant Requirements as per EDC Sections 8482-8484.65 referencing ASES and the 2021-22 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting
3. District will participate in Federal Program Monitoring (FPM) training as conducted by the County.

Budget Restrictions

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [8483.9(b); 8483.9(a)(2)]
2. Each grantee must expend at least 85% of grant funding directly for pupils. [8483.9(c)]
3. Funds must supplement, not supplant, existing services. Programs cannot use 21st CCLC funds to pay for existing levels of service. [8483.7(7)(B)(b); 8483.75(5)(B)(b)]
4. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of $500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least,

every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by December 31, 2021. [35168]

5. The record describes the acquisition by:
    a. Type
    b. Model
    c. Serial number
    d. Funding source
    e. Acquisition date
    f. Cost
    g. Location
    h. Current condition
    i. Transfer, replacement, or disposition of obsolete or unusable equipment [35168; 5 CCR 3946; 34 CFR 80.32(d) (I).)
6. District must follow all fiscal and auditing standards required. [8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
    - 21st CCLC Program (EXLP) contracts – for 21st CCLC subcontracts to provider agencies that operate 21st CCLC Programs.
    - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
    - EXLP line item budgets.
    - EXLP time accounting, including time accounting methods.
9. The District will be required to submit the 2021-22 85/15 report via the *Cityspan Web-Based Attendance and Fiscal Management System* no later than October 30, 2022.
10. District will need prior approval from SDCOE to make a capital expenditure purchase with 21st CCLC grant funds of $5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR),* Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional 21st CCLC Program Operation Requirements

1. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [8484.6]
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that 21st CCLC programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [8482.3(d)(1); 8482.3(d)(2); 8483.1(c); 8483.3(c)(8); 8483.95]

3. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [48985]
4. To provide optimal integration, District must ensure that there is robust communication and collaboration with the regular school day program and other expanded learning opportunities. [8483.3(c)(5)]
5. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the 21st CCLC program.
6. Notify the County in the event the District intends to close or relocate a 21st CCLC program school site, either temporarily or permanently.
7. Host scheduled technical assistance site visits conducted by staff from the County and the Children's Initiative.
8. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide 21st CCLC efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on 21st CCLC Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in 21st CCLC issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the 21st CCLC programs.
4. Maintain files of MOAs and invoices submitted by implementing Districts.
5. Establish and maintain master files of 21st CCLC participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all 21st CCLC funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required 21st CCLC reports for submission to CDE.
9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of 21st CCLC stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.

16. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's 21st CCLC funded before and after school programs.
17. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative.
18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating Districts.
19. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting 21st CCLC programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EDC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate 21st CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment [8483.8]
7. If a 21st CCLC program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the District.

8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JANUARY 15, 2023 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY FEBRUARY 15, 2023 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-15651-10371-0A **FY 21/22**: **PCA**: 15651 **VENDOR NO**. 10371: **SUFFIX NO**. 0A

2. TERM OF AGREEMENT

According to the terms of the 21st CCLC grant, this Agreement shall be effective from the period commencing July 1, 2021, and ending December 31, 2022, unless sooner terminated by the County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the County any and all equipment, documents or materials and all copies made thereof which the District received from the County or produced for the County for the purposes of this Agreement.

3. TERMINATION

FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:

   a) Immediately discontinue all services affected (unless the notice directs otherwise) and

   b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is for the convenience of the County, District shall submit a final expenditure report within 60 days of termination and upon approval by the County, the

County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:

   a) Immediately discontinue all services affected (unless the notice directs otherwise) and

   b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.

2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

4. COMPENSATION AND REIMBURSEMENT

21st CCLC programs are considered direct grants and CDE shall pay grantees (the County) according to the following schedule authorized in California Education Code 8484.8:

> "For the first year of a grant, the department shall allocate 25 percent of the grant for that year no later than 30 days after the grantee accepts the grant. For the second and subsequent years of the grant, the department shall allocate 25 percent of the grant for that year no later than 30 days after the annual Budget Act becomes effective. The grantee shall not use more than 15 percent of an annual grant award for administrative costs."

The County will retain 2% of grant funds for countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the District expenditure report.

Program funds will be dispersed to District based on the reimbursement schedule cited above in California Education Code 8484.8. The District's annual 21st CCLC allocation(s) **shall not exceed $142,892.10**.

District will ONLY report expenditures up to **$140,034.26** (98% of grant award) and will receive up to a total of $140,034.26 if the District expends all their grant allocation and is in compliance with all grant requirements. NOTE: For FY 2021-22, the CDE has extended the expenditure reporting period through Quarter 5 (October 31, 2022) and Quarter 6 (December 31, 2022).

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District's inability to expend the total grant award by the December 31, 2022 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended 21st CCLC funding due to any of the conditions listed above WILL BE PAID BY District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

The County may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the County. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. PUBLIC RECORDS ACT

District acknowledges that the County is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The County acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the County may

submit to the District information that the County considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the County shall be the property of the County and shall be delivered to the County by the District upon demand.

Services provided to the County, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the County, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the County shall have the exclusive right to withhold funding.

9. DATA PRIVACY AND PROTECTION

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the County.

All content/data created by the County or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the County within 24 hours of the District discovering an unauthorized access or disclosure of County data.

The District and the County will work together to ensure compliance with FERPA regulations as applicable.

10. NO ASSIGNMENTS

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. INDEPENDENT District

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the County. Except as the County may specify in writing, District shall have no authority express or implied, to act on behalf of the County in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the County to any obligation whatsoever.

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain Public Liability and Property Damage Insurance to protect them and the County from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	**$1,000,000** Amount
Auto Liability Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	**$1,000,000/$300,000** Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

15. TUBERCULOSIS CLEARANCE

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

16. PUPIL SAFETY / SCHOOL SAFETY ACT

The County Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45125.1.

17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the County, accept any and all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against the County based upon a claim relating to such District's or its agents', employees', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on the County's part, but to the extent required by law, excluding liability due to the County's conduct. The County shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

19. NOTICES

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Brittany Mabe, Director
Expanded Learning & Community Engagement
6401 Linda Vista Road
San Diego, CA 92111

With copy to: Deputy Superintendent/Chief Business Officer
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

District: San Ysidro School District
ATTN: Cynthia Monreal González
4350 Otay Mesa Road
San Ysidro, CA 92173

20. AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the County and by a duly authorized representative of the District.

21. GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit A to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which the County is bound by the terms of such fiscal assistance program.

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

26. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Marilyn Adrianzen
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Business Official
Title	Title
_____	_____
Date	Date
	Board approved:

EXHIBIT A

COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
   a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with

the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit A shall prevail.

updated 03/22

San Diego County Office of Education

FUNDING STATUS PER SCHOOL

2021-2022

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-15651-10371-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Base	$36,639.00
37-15651-10371-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Supplemental	$10,991.70
37-15651-10371-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$73,278.00
37-15651-10371-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	$21,983.40
					TOTAL GRANT AMOUNT	**$142,892.10**
					GRANT AMOUNT, LESS 2%	**$140,034.26**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 9, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH GOLD STAR FOODS

BACKGROUND INFORMATION:

Gold Star Foods is one of the few distributors in the nation that exclusively services school food service operations. Since the implementation of the Healthy Hunger –Free Kids Act, Gold Star has become a solutions provider by implementing strategies to support schools such as stocking an inventory of compliant-only foods, creating an online data base with nutritional information with all items, and improving their technology platform to provide reports for school districts to improve transparency.

Gold Star Foods was awarded several RFPs which include a "piggyback" clause authorizing other school districts to benefit from this bid to purchase, use identical sourcing and distribution services and with the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

Gold Star Foods is commited to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products including Bread/Tortilla products to accommodate the needs of the District's Nutrition Program. The term of the agreement is for school year 2022-23.

	Contract Documents	Product Description
Bid No. 20-21-01NS	Irvine USD	Distribution of Processed USDA Commodity, Commercial Equivalents & Commercial Food Products
RFP #2017/18-11	Riverside USD	Fresh Bread and Tortilla Products
RFP #664	Oxnard Union HSD	Produce Products

RECOMMENDATION:

Approve the agreement with Gold Star Foods to provide food commodities during 2022-23 school year to the District's Nutrition Services Department through the existing "piggyback" agreements between Gold Star Foods and the various school districts RFPs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety 2.1 Maintain basic operating services of the district.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

Based on purchases
(Amount)

Child Nutrition
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Irvine Unified School District

South County Orange Coop

Bid No. 20/21-01NS

Piggyback Agreement

GOLD STAR FOODS

June 2, 2022

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: RFP# 20/21-01NS, South OC Purchasing Group- Processed Commodity, Commercial, Snack and Beverage Products

Gold Star Foods, Inc. is awarded the contract for Processed Commodity, Commercial, Snack and Beverage Products from South Orange County Coop. The original term of the contract is July 1, 2020, through June 30, 2021. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the next school year and extend our pricing effective July 1, 2022 through June 30, 2023.

Documents are available at: https://app.box.com/s/ogj0tlwm70pbx1ue2i9y3lgwgfpyz01m

At your convenience, please confirm by signing below and return to our office via fax, email, or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Sincerely,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

AMENDMENT 2 TO
AGREEMENT FOR
SOUTH ORANGE COUNTY PURCHASING GROUP -
PROCESSED COMMODITY, COMMERCIAL, SNACK & BEVERAGE PRODUCTS

This Amendment hereby amends the Agreement ("Agreement") dated June 24, 2020 between **Irvine Unified School District**, hereinafter referred to as "DISTRICT," and **Gold Star Foods, Inc.**, hereinafter referred to as "CONTRACTOR," as follows:

WHEREAS, the parties have previously entered into the Agreement;

WHEREAS, the Agreement was Board approved on June 23, 2020;

WHEREAS, the initial term of the Agreement was July 1, 2020 through June 30, 2021 and may be extended upon mutual consent of DISTRICT and CONTRACTOR for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12), not to exceed a maximum term of three (3) years;

WHEREAS, the first extension of the Agreement was Board approved on May 25, 2021 with a term from July 1, 2021 through June 30, 2022; and

WHEREAS, the parties desire to extend the agreement for an additional one (1) year term;

NOW, THEREFORE, the parties agree as follows:

1. The CONTRACTOR shall continue to provide services under this Agreement for an additional one (1) year term, effective July 1, 2022 through June 30, 2023.

2. All items have a price increase of 6.5%, as allowable per the terms and conditions of the Agreement.

3. The effective date of this Amendment is July 1, 2022.

4. All other terms and conditions of the Agreement remain the same.

5. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Amendment is binding on and enforceable against such party.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date indicated below:

IRVINE UNIFIED SCHOOL DISTRICT

By: _____
Name: John Fogarty
Title: Assistant Superintendent, Business Services
Date: May 25, 2022
(a Board Authorized IUSD rep. will sign for IUSD)
IUSD Board Approved May 24, 2022

GOLD STAR FOODS, INC.

By: _____
Name: Sean C. Leer
Title: Chief Executive Officer
Date: May 17, 2022
Taxpayer Identification No.: 26-1340567

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
101680	10000013816	GRLD BF RIB W/ HONY BBQ SAUCE	ADVANCE PIERRE	CS	100/3.25OZ	3	$82.21			$82.21	$84.68			$84.68
139830	10000036919	MEATLOAF CHS KETCHUP FC	ADVANCE PIERRE	CS	100/2.9OZ	6	$104.67			$104.67	$107.83			$107.83
401372	10000013716	RIBBQ BEEF HONEY BBQ GRLD	ADVANCE PIERRE	CS	100/3.25OZ	27	**MFG DISC**				**MFG DISC**			
401396	10000013771	PATTY BEEF	ADVANCE PIERRE	CS	135/2.45OZ	111	**MFG DISC**				**MFG DISC**			
401408	10000009685	PATTY BEEF SAUSAGE	ADVANCE PIERRE	CS	250/1.2OZ	140	**MFG DISC**				**MFG DISC**			
401410	10000096170	STEAK BEEF FLAMEBROILED C&F	ADVANCE PIERRE	CS	100/3OZ	462	**MFG DISC**				**MFG DISC**			
403461	10000010577	SANDW BISCUIT BF SAUS FC WG	ADVANCE PIERRE	CS	100/3.1OZ	0	**MFG DISC**				**MFG DISC**			
405870	10000006919	MEATLOAF CHS KETCHUP FC	ADVANCE PIERRE	CS	100/2.9OZ	2	$108.63		($44.31)	$64.32	$111.25		($44.31)	$66.94
134776	608	SANDWICH WOWBUTTER & JELLY	ALBIES FOODS	CS	40/4.6OZ	347	$48.16			$48.16	$49.14			$49.14
134093	39780	AVOCADO PULP	ALEXIS	CS	6/2LB	17	$43.47			$43.47	$44.36			$44.36
202866	549020/611441	ROTINI HEARTLAND WG	RICAN ITALIAN PAST.	CS	2/10LB	34	$37.65			$37.65	$37.65			$37.65
202633	7.16037E+12	DRESSING BUTTERMILK RANCH PCKT	AMERICANA	CS	200/12GM	565	$8.87			$8.87	$9.05			$9.05
201078	27000-39125	SAUCE MARINARA	ANGELA MIA	CS	6/#10	144	$48.82			$48.82	$49.81			$49.81
203426	24024TPF	JUICE 100% PWR PNCH FRUIT PLUS	APPLE AND EVE	CS	40/4.23OZ	998	$9.59			$9.59	$9.74			$9.74
209103	24025TPF	JUICE 100% FRUITBLS GOLD RUSH	APPLE AND EVE	CS	40/4.23OZ	95	$9.59			$9.59	$9.74			$9.74
406632	90158	BREADSTICK MOZZ 6 1/2 WG	ARDELLAS	CS	96/2OZ	0	**MFG DISC**				**MFG DISC**			
141027	3111650W	BURRITO SEASONED BEAN WG	ARIZONA GOLD	CS	54/6.5OZ	343	$41.66			$41.66	$42.51			$42.51
208550	79201	CHOW MEIN CRISPY NOODLES WG IW	SIAN FOOD SOLUTIOI	CS	140/.8OZ	6	$48.05			$48.05	$48.05			$48.05
406202	22001WG	NOODLES YAKISOBA WG	SIAN FOOD SOLUTIOI	CS	4/5.15LB	40	$52.34			$52.34	$53.90			$53.90
113685	449	WG FRENCH TOAST STICKS IW	BAKE CRAFTERS	CS	88/3OZ	658	$59.82			$59.82	$61.03			$61.03
113950	1263	WG CINNAMON ROLL IW	BAKE CRAFTERS	CS	72/3.5OZ	139	**MFG DISC**				**MFG DISC**			
134558	1605	WG TEXAS TOAST GARLIC RF BULK	BAKE CRAFTERS	CS	120/1.31OZ	158	$37.72			$37.72	$38.49			$38.49
134789	1616	WG RF GARLIC TEXAS TOAST IW	BAKE CRAFTERS	CS	120/1.31OZ	150	$72.21			$72.21	$73.69			$73.69
134823	3286	WG CROISSANT ROUND SLICED	BAKE CRAFTERS	CS	80/2.2OZ	281	**MFG DISC**				**MFG DISC**			
138004	1929	WG MINI DONUTS CHOC ENROBED	BAKE CRAFTERS	CS	72/3.2OZ	68	**MFG DISC**				**MFG DISC**			
138005	1931	WG MINI DONUTS POWERED SUGAR	BAKE CRAFTERS	CS	72/3.2OZ	46	**MFG DISC**				**MFG DISC**			
138821	1716	WG MINI BRFST MINI BITES APPLE	BAKE CRAFTERS	CS	72/2.75OZ	574	$44.09			$44.09	$44.98			$44.98
138923	1556	WG WAFFLES MAPLE	BAKE CRAFTERS	CS	144/1.4OZ	320	$37.74			$37.74	$38.51			$38.51
139402	447	WG FRENCH TOAST STICKS	BAKE CRAFTERS	CS	5/2LB	1201	$25.22			$25.22	$25.74			$25.74
249271	35749	MASHED POTATOES BUTTER	BASIC AMERICAN	CS	50/1.65OZ	0	**MFG DISC**				**MFG DISC**			
400184	76468	POTATO PEARLS DEHY MASHED	BASIC AMERICAN	CS	12/28OZ	37	$61.45		($7.83)	$53.62	$63.29		($7.83)	$55.46
406594	10298	CHILI HOMESTYLE MIX	BASIC AMERICAN	CS	6/20.8OZ	8	$56.25		($3.04)	$53.21	$56.25		($3.04)	$53.21
402127	73338	51% WG CHEESE STUFFED STICKS	BEACON STREET	CS	200/2.1OZ	391	$76.45		($20.40)	$56.05	$78.75		($20.40)	$58.35
403871	55299	WG CHS STUFD SNDWCH IW	BEACON STREET	CS	96/2.27OZ	0	**MFG DISC**				**MFG DISC**			
406009	68591	PRIMO 16" WG PAR-BKD 4 CHS PZA	BIG DADDY'S	CS	72/5.13OZ	1291	$77.55		($18.92)	$58.63	$79.88		($18.92)	$60.96
409851	55291	SANDW FIESTADA BF STUFFED IW	BIG DADDY'S	CS	48/4.46OZ	25	$48.41		($8.36)	$40.05	$48.41		($8.36)	$40.05
409852	55292	SANDW BUFFALO CHICKEN STUFFED IW	BIG DADDY'S	CS	48/4.46OZ	0	**MFG DISC**				**MFG DISC**			
409853	55293	SANDW PEPPERONI STUFFED IW	BIG DADDY'S	CS	48/4.46OZ	2829	$48.41		($7.05)	$41.36	$48.41		($7.05)	$41.36
137727	I1823	YOGURT CAKE BATTER	BIG SPOON YOGURT	CS	24/5.5OZ	43	$30.13			$30.13	$30.75			$30.75
137728	I1824	YOGURT CHOC VANILLA SWIRL	BIG SPOON YOGURT	CS	24/5.5OZ	35	$30.13			$30.13	$30.75			$30.75
137730	I1826	YOGURT COOKIES AND CREAM	BIG SPOON YOGURT	CS	24/5.5OZ	50	$30.13			$30.13	$30.75			$30.75
137733	I1829	YOGURT VERY STRAWBERRY	BIG SPOON YOGURT	CS	24/5.5OZ	39	$30.13			$30.13	$30.75			$30.75
138780	I1889	SORBET SUPER MANGO	BIG SPOON YOGURT	CS	24/5.5OZ	20	$30.13			$30.13	$30.75			$30.75
202545	3873171/1010885	SEEDLESS RAISIN	BOGHOSIAN	CS	144/1.5OZ	60	$32.59			$32.59	$33.08			$33.08
100562	5014-269/395712	SLICED PEPPERONI	BONICI	CS	10LB	115	$51.96			$51.96	$53.01			$53.01
405626	17020111120	6" WG RF MOZZ CHS STICK	BOSCOS	CS	144CT	433	$64.66		($16.53)	$48.13	$66.62		($16.53)	$50.09
405627	17023721120	7" WG PEPP MOZZ STFFD PZZ	BOSCOS	CS	72CT	1576	$56.55		($6.36)	$50.19	$58.26		($6.36)	$51.90

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
405629	17026721120	WG 6" CHEESE STICKS IW	BOSCOS	CS	72/2.5OZ	49	$50.13		($5.37)	$44.76	$50.13		($5.37)	$44.76
113243	6285	HONEY WHEAT BISCUIT	BRIDGFORD	CS	100/2.25OZ	50	$31.59			$31.59	$32.24			$32.24
134698	6719	WHITE WHEAT CNNMN ROLL DOUGH	BRIDGFORD	CS	144/2.5OZ	23	$42.27			$42.27	$43.13			$43.13
100200	72820	WG PUMPKIN COOKIE IW	BUENA VISTA	CS	150/1OZ	76	$49.73			$49.73	$50.74			$50.74
100204	72320	WG RF PARTY COOKIE IW	BUENA VISTA	CS	180/1.1OZ	0	MFG DISC				MFG DISC			
134110	83330	WG CHOC CHIP BROWNIE BITE IW	BUENA VISTA	CS	120/1.3OZ	0	$43.81			$43.81	$44.70			$44.70
134564	82220	WG BROWNIE IW	BUENA VISTA	CS	96/2OZ	56	$42.87			$42.87	$43.74			$43.74
134659	71220	WG CHRISTMAS TREE COOKIE IW	BUENA VISTA	CS	150/1OZ	0	$46.13			$46.13	$47.07			$47.07
134667	79010	WG RF C/CHIP COOKIE IW	BUENA VISTA	CS	200/1.0OZ	55	MFG DISC				MFG DISC			
134668	79015	RF CHOCHIP COOKIE WG IW	BUENA VISTA	CS	120/1.5OZ	705	$45.17			$45.17	$46.10			$46.10
134674	79815	WG RF SUGAR COOKIE IW	BUENA VISTA	CS	120/1.5OZ	0	MFG DISC				MFG DISC			
141305	79715	COOKIE CANDY WG IW	BUENA VISTA	CS	120/1.5OZ	107	MFG DISC				MFG DISC			
141525	72920	SHAMROCK COOKIE IW	BUENA VISTA	CS	150/1OZ	0	$44.35			$44.35	$45.25			$45.25
141527	73720	TURKEY COOKIE IW	BUENA VISTA	CS	150/1OZ	0	$45.24			$45.24	$46.16			$46.16
141528	73820	VALENTINE COOKIE IW	BUENA VISTA	CS	150/1OZ	0	$45.24			$45.24	$46.16			$46.16
240293	30222	COOKIE BAGS	BUENA VISTA	CS	2M	17	MFG DISC				MFG DISC			
403820	90040	WG CINNAMON CRUMBLE IW	BUENA VISTA	CS	72/4OZ	576	$48.77		($1.21)	$47.56	$50.23		($1.21)	$49.02
406151	63218	WG SWT POT CHCCHIP MUFF TOP IW	BUENA VISTA	CS	120/3.2OZ	782	$56.99		($1.15)	$55.84	$58.72		($1.15)	$57.57
406345	50721	WG TRKY PEPPRNI CHS CALZONE IW	BUENA VISTA	CS	80/5.5OZ	363	$92.76		($15.87)	$76.89	$95.55		($15.87)	$79.68
406572	64131	MUFFIN BLUEBERRY WG IW	BUENA VISTA	CS	120/1.8OZ	0	MFG DISC				MFG DISC			
406578	60941	MUFFIN DBL CHOC CHIP WG IW	BUENA VISTA	CS	100/3.5OZ	877	$54.35		($1.61)	$52.74	$55.98		($1.61)	$54.37
409681	22223	BREAKFAST KIT CINN CRUMBLE WG IW	BUENA VISTA	CS	28CT/3OZ	226	$48.85		($0.48)	$48.37	$49.47		($0.48)	$48.99
134662	78015	WG RF CHOC/CHIP COOKIE DOUGH	BUENA VISTA	CS	216/1.5OZ	101	MFG DISC				MFG DISC			
209879	1012	IMITATION MAPLE SYRUP	ALMAID / LUDFORDS	CS	4/1GAL	0	$30.67			$30.67	$31.31			$31.31
201346	8.7684E+11	APPLE SPLASH 100% JUICE	CAPRI SUN	CS	40/6OZ	0	$19.01			$19.01	$21.50			$21.50
201348	8.7684E+11	BERRY 100% JUICE	CAPRI SUN	CS	40/6OZ	11	$18.44			$18.44	$20.86			$20.86
201350	8.7684E+11	FRUIT PUNCH DIVE 100% JUICE	CAPRI SUN	CS	40/6OZ	33	$19.01			$19.01	$21.50			$21.50
140101	7931	WHOLE KERNEL CORN	CH BELT	CS	30LB	49	$30.25			$30.25	$30.87			$30.87
200726	36098	WG CHILI CHEESE FANTASTIX	CHEETOS	CS	104/1OZ	21	$38.37			$38.37	$38.94			$38.94
202529	43578	WG FANTASTIX FLAMIN' HOT	CHEETOS	CS	104/1OZ	0	$38.37			$38.37	$38.94			$38.94
203210	21912	WG RF PUFFS FLAMIN HOT	CHEETOS	CS	72/.7OZ	0	MFG DISC				MFG DISC			
203217	21910	WG RF CHEETOS PUFFS	CHEETOS	CS	72/.7OZ	119	$26.56			$26.56	$26.98			$26.98
208585	62933	WG OVEN BAKED CRUNCHY	CHEETOS	CS	104/.875OZ	162	$38.37			$38.37	$38.94			$38.94
208586	62984	WG OVEN BAKED CRUNCHY FLAMIN	CHEETOS	CS	104/.875OZ	219	$38.37			$38.37	$38.94			$38.94
140670	CCF-0010	WG YAKISOBA NOODLES	CHEFS CORNER	CS	6/5LB	0	$75.05			$75.05	$75.05			$75.05
140003	P11000	STRWBRR SOFT SERVE FRUIT POP	CHLOES	CS	24/2.5OZ	0	$11.71			$11.71	$11.94			$11.94
140006	P10600	MANGO SOFT SERVE FRUIT POP	CHLOES	CS	24/2.5OZ	0	$11.71			$11.71	$11.94			$11.94
239463	191803	ZBAR ORGANIC CHOC BROWNIE	CLIFBAR	BX	18/1.27OZ	34	$10.09			$10.09	$10.25			$10.25
239464	191804	ZBAR ORGANIC CHOC CHIP	CLIFBAR	BX	18/1.27OZ	34	$10.09			$10.09	$10.25			$10.25
102813	2009	SIDEKICK BLUE RASBERRY LEMON	OUNTRY PURE FOOD	CS	84/4.4OZ	49	$35.78			$35.78	$36.51			$36.51
208157	48229/673879201	51% WG PENNE	DAKOTA GROWERS	CS	2/10LB	66	$19.65			$19.65	$20.05			$20.05
209102	48230/673879202	51% WG ROTINI	DAKOTA GROWERS	CS	20LB	217	$19.65			$19.65	$20.05			$20.05
300454	73558/524822	NF STRWBRY BANANA RAMA YOGURT	ANNON COMPANY IN	CS	48/4OZ	779	$14.11			$14.11	$14.40			$14.40
100446	150	WG SUPER STAR CORN MUFFIN IW	DAVES	CS	128/1.65OZ	148	$49.92			$49.92	$49.92			$49.92
100466	WG4004	WG BANANA MINI LOAF IW	DAVES	CS	72/2OZ	67	$24.34			$24.34	$24.84			$24.84
113075	325	WG CRUMB SQUARE IW	DAVES	CS	45/2.2OZ	7	$22.92			$22.92	$23.37			$23.37
113419	WG825	WG CHOC CHIP MUFFIN IW	DAVES	CS	60/3.15OZ	700	$34.65			$34.65	$35.36			$35.36

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
113421	WG829	WG BLUEBERRY MUFFIN IW	DAVES	CS	60/3.15OZ	1184	$34.65			$34.65	$35.36			$35.36
133889	WG1001	WG TWIN BAR IW	DAVES	CS	72/2.65OZ	385	$31.45			$31.45	$32.09			$32.09
134181	WG381	WG BANANA MINI MUFFIN IW	DAVES	CS	90/1.9OZ	122	$32.83			$32.83	$34.04			$34.04
134400	WG385	WG MINI CHOC CHIP MUFFIN IW	DAVES	CS	90/1.9OZ	245	$31.09			$31.09	$31.73			$31.73
139361	350	WG BANANA BREAD SQUARE IW	DAVES	CS	28/3.6OZ	708	$19.76			$19.76	$20.17			$20.17
139815	260	WG CORNMEAL SUPER STAR	DAVES	CS	90/2.55OZ	145	$45.02			$45.02	$45.94			$45.94
240150	2001692/381946	PINEAPPLE TIDBITS IN JUICE	DEL MONTE	CS	6/106OZ	250	$48.66			$48.66	$49.65			$49.65
134783	766	TAMALE WG CHEESE & GREEN CHILI	DEL REAL	CS	48/5OZ	223	$61.57			$61.57	$62.83			$62.83
303556	705	PUPUSA BEAN & CHEESE	DEL REAL	CS	8/5CT	291	$54.54			$54.54	$55.66			$55.66
305362	504-5	SALSA MOLCAJETE ROJA	DEL REAL	CS	3/4LB	71	$23.44			$23.44	$23.92			$23.92
209918	DS00115	SLICED JALAPENOS	DEL SOL	CS	6/#10	29	$25.45			$25.45	$25.97			$25.97
134372	CN34072WWG	WG JUMBO CHICKEN CORN DOG IW	DON LEE FARMS	CS	72/4OZ	1772	$73.90			$73.90	$73.90			$73.90
134458	CNTD0753	TERIYAKI GLAZED BEEF DUNKERS	DON LEE FARMS	CS	160/3OZ	48	$152.63			$152.63	$157.06			$157.06
400722	QCB475	CMDY CLASSIC CHEESEBURGER IW	DON LEE FARMS	CS	75/4.2OZ	1107	$56.71	$6.39		$63.10	$56.71	$7.46		$64.17
400730	QHB425	CMDY CLASSIC BURGER IW	DON LEE FARMS	CS	75/4.25OZ	522	$49.00	$5.86		$54.86	$49.00	$7.73		$56.73
200720	31748	WG REDUCED FAT NACHO CHEESE	DORITOS	CS	72/1OZ	617	$26.56			$26.56	$26.98			$26.98
200724	36096	WG REDUCED FAT COOL RANCH	DORITOS	CS	72/1OZ	593	$26.56			$26.56	$26.98			$26.98
202527	49093	WG RF SPICY SWEET CHILI CHIPS	DORITOS	CS	72/1OZ	205	$26.56			$26.56	$26.98			$26.98
239220	62829	RF FLAMAS TORTILLA CHIPS	DORITOS	CS	72/1OZ	406	$26.56			$26.56	$26.98			$26.98
248814	67609	CHIPS WILD WHITE NACHO RF	DORITOS	CS	72/1OZ	0	$26.96			$26.96	$27.38			$27.38
406501	16944	CIABATTA CHEESE MELT IW	EASTSIDE ENTREES	CS	96/3.9OZ	20	$118.75		($20.85)	$97.90	$122.33		($20.85)	$101.48
138511	119	6" ALL NATURAL BF FRANKS 8/1	EISENBERG	CS	2/5LB	362	$90.98			$90.98	$90.98			$90.98
202567	2008	SPARKLING FUJI APPLE	ENVY FOODS	CS	24/8.3OZ	65	$19.28			$19.28	$19.28			$19.28
202568	2015	SPARKLING FRUIT PUNCH	ENVY FOODS	CS	24/8.3OZ	0	$20.79			$20.79	$20.79			$20.79
202569	2022	SPARKLING STRAWBERRY KIWI	ENVY FOODS	CS	24/8.3OZ	0	$20.79			$20.79	$20.79			$20.79
134514	WGCELC140-1SW	WG CELEBRATION COOKIES IW	FAT CAT BAKERY	CS	140/1.3OZ	129	$44.53			$44.53	$45.44			$45.44
138516	WGCCC140-1SW	WG CHOC CHIP COOKIE - IW	FAT CAT BAKERY	CS	140/1.3OZ	429	$44.53			$44.53	$45.44			$45.44
140683	WGCC96-2GB	WG CHOCO CHIP SCONE DOUGH	FAT CAT BAKERY	CS	96/3OZ	0	$46.05			$46.05	$46.99			$46.99
134437	1194	TRIPLE BERRY CRUNCH BAR IW	FATHERS TABLE	CS	120/2.25OZ	7	$53.07			$53.07	$54.15			$54.15
406545	77044	NACHO LIL BITES	FATHERS TABLE	CS	8/2.25LB	240	$68.63		($7.07)	$61.56	$68.63		($7.07)	$61.56
404664	5280	WG CHEESE ENCHILADA	FERNANDOS	CS	112/2.35OZ	6	**MFG DISC**				**MFG DISC**			
404678	5811	WG TACO SNACK IW	FERNANDOS	CS	96/5OZ	0	$103.03		($4.80)	$98.23	$103.03		($4.80)	$98.23
203041	547610/09799	GRANOLA CEREAL BULK	FIELDSTONE	CS	4/50OZ	16	$55.82			$55.82	$56.96			$56.96
100766	96086	WG LOW FT MINI CHIX CORN DOGS	FOSTER FARMS	CS	2/5LB	250	$30.27		($4.72)	$25.55	$30.27		($4.72)	$25.55
409717	94124	WG LF CHICKEN CORN DOG IW	FOSTER FARMS	CS	96/4OZ	0	$57.34		($11.28)	$46.06	$58.51		($11.28)	$47.23
134232	F997	EDAMAME FRZN SHELLED 1/24#	FRESH PRODUCE	CS	1/24LB	189	$42.78			$42.78	$43.66			$43.66
139930	139152	FZN EDAMAME SHELLED IW 50/3OZ	FRESH PRODUCE	CS	50/3OZ	338	$35.82			$35.82	$36.39			$36.39
240175	66689	WG ONION BAKED SNACK	FUNYUNS	CS	104/.75OZ	44	$38.37			$38.37	$38.94			$38.94
406138	GB2180	LITE RANCH NO MSG	GARDEN BANNER	CS	4/1GAL	0	$49.96		**PENDING BY N**	$49.96	$51.47		**PENDING BY**	$51.47
203298	12204	G2 ORANGE	GATORADE	CS	24/12OZ	0	**MFG DISC**				**MFG DISC**			
203299	12203	G2 GRAPE	GATORADE	CS	24/12OZ	0	$17.61			$17.61	$17.89			$17.89
203300	12007	G2 GLACIER FREEZE	GATORADE	CS	24/12OZ	0	**MFG DISC**				**MFG DISC**			
203301	12202	G2 FRUIT PUNCH	GATORADE	CS	24/12OZ	0	$17.61			$17.61	$17.89			$17.89
248673	980124540	ZERO THIRST QUENCHER VARIERTY	GATORADE	CS	24/20OZ	0	$17.42			$17.42	$17.68			$17.68
200818	11510	SCOOBY DOO FRUIT SNACKS	GENERAL MILLS	CS	96/.9OZ	16	$30.64			$30.64	$31.10			$31.10
200822	1600011561	CRAZY COLOR FRUIT ROLL-UP	GENERAL MILLS	CS	96CT/.5OZ	52	$25.86			$25.86	$26.25			$26.25
200834	11768	WG FROSTED CORN FLAKES CEREAL	GENERAL MILLS	CS	96/1OZ	0	$25.56			$25.56	$26.09			$26.09

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
200838	11815	WG CEREAL CINN TOAST CRUNCH	GENERAL MILLS	CS	96/1OZ	4	$25.56			$25.56	$26.09			$26.09
200840	11918	CEREAL WG HNY NUT CHEERIO BOWL	GENERAL MILLS	CS	96/1OZ	0	$25.56			$25.56	$26.09			$26.09
200850	11943	WG GOLDEN GRAHAMS CEREAL	GENERAL MILLS	CS	96/1OZ	6	$25.56			$25.56	$26.09			$26.09
200914	29444	25% LSS CINN TST CRNCH BOWL WG	GENERAL MILLS	CS	96/1OZ	1070	$25.56			$25.56	$26.09			$26.09
203119	31888	WG 25% LSS SUG COCOA PFS BWLPK	GENERAL MILLS	CS	96/1.06OZ	924	$25.56			$25.56	$26.09			$26.09
203121	31913	GOLDEN GRAHAMS CEREAL BAR	GENERAL MILLS	CS	96/1.42OZ	0	$31.18			$31.18	$31.81			$31.81
203123	31915	TRIX CEREAL BAR	GENERAL MILLS	CS	96/1.42OZ	30	$31.18			$31.18	$31.81			$31.81
203124	31916	FRUITY CHEERIOS BOWLPAK	GENERAL MILLS	CS	96/1.12OZ	0	$25.56			$25.56	$26.09			$26.09
203127	31921	RICE CHEX BOWLPAK	GENERAL MILLS	CS	96/1OZ	150	$25.56			$25.56	$26.09			$26.09
203128	31922	WG 25% LSS SUGAR TRIX BOWLPAK	GENERAL MILLS	CS	96/1OZ	810	$25.56			$25.56	$26.09			$26.09
203130	31932	WG SIMPLY CHEX SNACK CHEDDAR	GENERAL MILLS	CS	60/.92OZ	32	$24.37			$24.37	$24.73			$24.73
203132	31934	WG CHEX MIX HOT N' SPICY	GENERAL MILLS	CS	60/.92OZ	0	MFG DISC				MFG DISC			
203135	45576	CINN TOAST CRUCH CEREAL BAR	GENERAL MILLS	CS	96/1.42OZ	302	$31.18			$31.18	$31.81			$31.81
203136	45577	COCOA PUFFS CEREAL BAR	GENERAL MILLS	CS	96/1.42OZ	56	$31.18			$31.18	$31.81			$31.81
203160	32262	CHEERIOS BOWLPAK	GENERAL MILLS	CS	96/1OZ	192	$25.56			$25.56	$26.09			$26.09
209395	28932	2GO CUPS CINN TOAST CRUNCH	GENERAL MILLS	CS	60/2OZ	856	$30.84			$30.84	$31.47			$31.47
240324	149828000	WG CHDDR BUNNIES ORAGNIC	GENERAL MILLS	CS	100/.75OZ	0	$33.08			$33.08	$33.76			$33.76
248632	14882	HONEY NUT CHEERIO CEREAL CUP	GENERAL MILLS	CS	60/2OZ	760	$30.84			$30.84	$31.47			$31.47
209388	58034	WHITE WHEAT FLOUR	GOLD MEDAL	BG	50LB	0	MFG DISC				MFG DISC			
112963	F342	51% WWW ARTISAN DINNER ROLLS	GOLD STAR FOODS	CS	144/2OZ	423	$32.32			$32.32	$32.99			$32.99
134457	342	51% WG ARTISAN ROLL IW	GOLD STAR FOODS	CS	144/2OZ	632	$44.16			$44.16	$44.16			$44.16
203000	947130	1% WHITE MILK	GOSSNER	CS	27/8OZ	0	$20.76			$20.76	$21.09			$21.09
203029	950010	FAT FREE CHOCOLATE MILK	GOSSNER	CS	27/8OZ	0	$21.91			$21.91	$22.25			$22.25
140336	055160WG175	WG RF CHOC CHIP COOKIE IW	GOURMET TREAT	CS	94/1.75OZ	22	$55.66			$55.66	$55.70			$55.70
140338	055162WG175	WG RF CHOC CHOC COOKIE	GOURMET TREAT	CS	94/1.75OZ	31	$55.66			$55.66	$55.70			$55.70
240244	66154	WG MINI CHOCOLATE CHIP COOKIES	GRANDMAS COOKIES	CS	80/1.22OZ	288	$30.43			$30.43	$30.90			$30.90
300211	FG83405	REGULAR CREAM CHEESE CUPS	GREEN MOUNTAIN	CS	100/1OZ	9	$21.77			$21.77	$22.23			$22.23
239641	OW127	BEEF STK PWR HNY PEP	IGHLAND BEEF FARM	BX	24/0.5OZ	8	$16.91			$16.91	$17.17			$17.17
239642	OW128	TURKEY STK PWR HNY	IGHLAND BEEF FARM	BX	24/0.5OZ	8	$16.91			$16.91	$17.18			$17.18
210056	21987	BLACKBERRY WATER	HINT ESSENCE	CS	12/16OZ	93	$13.67			$13.67	$13.96			$13.96
210058	21989	KIWI STRAWBERRY WATER	HINT ESSENCE	CS	12/16OZ	110	$13.67			$13.67	$13.96			$13.96
210059	37586	WATERMELON WATER	HINT ESSENCE	CS	12/16OZ	102	$12.77			$12.77	$13.05			$13.05
240228	106	PEACH WATER	HINT ESSENCE	CS	12/16OZ	109	$13.67			$13.67	$13.96			$13.96
209283	100205/477924	RF ORGANIC CHOC MILK	HORIZON	CS	18/8OZ	0	$25.59			$25.59	$26.12			$26.12
305624	32542	SMKD SL HAM WATER ADD FC	HORMEL	CS	6/2LB	0	$84.60			$84.60	$86.33			$86.33
209858	CHILI100	SRIRACHA HOT CHILI SAUCE	HUY FONG	CS	500/9GM	57	$15.93			$15.93	$16.26			$16.26
210366	8435710084	SWEET AND SALTY POPCORN	INDIANA	CS	48/1OZ	53	$28.05			$28.05	$28.47			$28.47
100980	470007	ALL AMERICAN BURG ON WG BUN IW	INTEGRATED	CS	50/4.25OZ	19	$55.47			$55.47	$57.13			$57.13
141294	809055	CHICKEN SLIDERS BRD WG BUN IW	INTEGRATED	CS	75/5OZ	193	MFG DISC				MFG DISC			
400930	270019	BEEF TACO STICK IW	INTEGRATED	CS	50/4.6OZ	139	$70.99		($5.42)	$65.57	$73.12		($5.42)	$67.70
400948	C47007	CMDY ALL AMERICAN BURGER IW	INTEGRATED	CS	50/4.25OZ	371	$54.88	$4.26		$59.14	$54.88	$6.24		$61.12
402045	362000	TWICE GRILLED CHS QUESADILA IW	INTEGRATED	CS	100/4.11OZ	394	$96.47		($21.72)	$74.75	$99.37		($21.72)	$77.65
402071	827051	BEAN & CHEESE CHALUPA IW	INTEGRATED	CS	72/3.82OZ	169	$85.37		($8.60)	$76.77	$87.94		($8.60)	$79.34
402076	C47220	CMDY CHEESEBURGER SLIDERS IW	INTEGRATED	CS	75/4.35OZ	424	$59.50	$6.39		$65.89	$59.50	$8.52		$68.02
406104	108000	GRILLED CHEESEWG RF IW	INTEGRATED	CS	72/4.19OZ	1020	$67.42		($15.64)	$51.78	$69.46		($15.64)	$53.82
406519	470220	BURGER CHS SLIDERS IW	INTEGRATED	CS	75/4.35OZ	0	$95.66		($2.03)	$93.63	$98.54		($2.03)	$96.51
406696	109000	GRILL CHEESE WG RS RFIW	INTEGRATED	CS	72/3.69OZ	1	$64.91		($11.73)	$53.18	$64.91		($11.73)	$53.18

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

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400946	C45019	CMDY BEEF TACO STICK IW	INTEGRATED	CS	50/4.6OZ	673	$33.40	$5.33		$38.73	$33.40	$7.46		$40.86
400960	C99018	CMDY BF SAUS BRKFST SNDWCH IW	INTEGRATED	CS	100/3.1OZ	8	$55.40	$9.72		$65.12	$55.40	$9.98		$65.38
200520	01502-3	SPARKLING BLACKBERRY JUICE	IZZE	CS	24/8.4OZ	99	$13.86			$13.86	$14.07			$14.07
200522	1505	SPARKLING CLEMENTINE JUICE	IZZE	CS	24/8.4OZ	234	$15.26			$15.26	$15.49			$15.49
200524	1507	SPARKLING APPLE JUICE	IZZE	CS	24/8.4OZ	278	$13.86			$13.86	$14.07			$14.07
200526	1508	SPARKLING POMEGRANATE JUICE	IZZE	CS	24/8.4OZ	150	$15.26			$15.26	$15.49			$15.49
209739	1052-0	SPARKLING PEACH	IZZE	CS	24/8.4OZ	337	$13.86			$13.86	$14.07			$14.07
248838	8.36093E+11	SPARKLING CHERRY LIME	IZZE	CS	24/8.4OZ	0	$15.26			$15.26	$15.49			$15.49
113232	40401	BENEFIT BRKFST BAR OAT/CHOC IW	J & J SNACK FOODS	CS	48/2.5OZ	2945	$21.46			$21.46	$21.90			$21.90
113235	40402	BENEFIT BRFST BAR BAN/CHOC IW	J & J SNACK FOODS	CS	48/2.5OZ	1662	$21.46			$21.46	$21.90			$21.90
134612	40404	BENEFIT BAR FRENCH TOAST	J & J SNACK FOODS	CS	48/2.5OZ	196	$21.46			$21.46	$21.90			$21.90
138867	40454	BENEFIT WG BAR OTML CHCHIP	J & J SNACK FOODS	CS	96/1.25OZ	256	$26.72			$26.72	$27.27			$27.27
406002	30410	WG PRETZEL IW	J & J SNACK FOODS	CS	100/2.2OZ	9	$39.70		($2.13)	$37.57	$39.70		($2.13)	$37.57
209853	PAP006	PINEAPPLE CHUNKS	JACKPOT	CS	6/#10	0	$55.64			$55.64	$58.68			$58.68
209859	TUNA002	ALBACORE TUNA	JACKPOT	CS	6/66.5OZ	0	$104.58			$104.58	$106.71			$106.71
400974	2565	TURKEY HAM SLICED	JENNIE O	CS	12/1LB	26	$54.11		($18.12)	$35.99	$55.74		($18.12)	$37.62
400978	271106	TURKEY BACON SLC FC	JENNIE O	CS	12/8.5OZ	49	$113.23		($9.04)	$104.19	$116.64		($9.04)	$107.60
400996	285628	PRE-COOKED TURKEY TACO MEAT	JENNIE O	CS	4/7LB	8	$98.99		($39.84)	$59.15	$101.97		($39.84)	$62.13
401000	6132	TURKEY SAUSAGE PATTY FC	JENNIE O	CS	160/1.02OZ	71	$49.03		($13.63)	$35.40	$50.51		($13.63)	$36.88
403763	230324	PRE SLICED BROWNED TRKY STEAK	JENNIE O	CS	4/6.17LB	31	$133.34		($34.73)	$98.61	$137.36		($34.73)	$102.63
406693	231818	TRKY BREAST SLCD OVEN RSTD	JENNIE O	CS	12/1.5LB	23	$102.02		($24.79)	$77.23	$105.09		($24.79)	$80.30
138506	10000070613	PANCAKE TRKY SAUS ON A STCK IW	JIMMY DEAN	CS	40/2.51OZ	232	$41.02			$41.02	$41.86			$41.86
140328	10000023705	SAUSAGE LINK SKINLESS	JIMMY DEAN	BX	200/0.8OZ	0	$50.29			$50.29	$51.33			$51.33
138491	5813CE	BEEF STEAK SEASND PHILLY FC RS	JTM	CS	6/5LB	0	**MFG DISC**				**MFG DISC**			
141127	5591CE	WGR ROTINI W/MEAT SAUCE	JTM	CS	6/5LB	0	$86.26			$86.26	$88.85			$88.85
401076	CP5591	CMDY WG ROTINI W/ MEAT SAUCE	JTM	CS	6/5LB	403	$74.18		($32.23)	$41.95	$74.18		($32.23)	$74.18
401102	CP5813	CMDY BEEF PHILLY STEAK	JTM	CS	6/5LB	5	**MFG DISC**				**MFG DISC**			
403777	5722	SAUCE ALFREDO RF	JTM	CS	6/5LB	160	$71.30		($14.09)	$57.21	$73.45		($14.09)	$59.36
403993	5383	THREE BEAN VEGETABLE CHILI	JTM	CS	6/5LB	98	$56.09		($1.07)	$55.02	$57.78		($1.07)	$56.71
404723	CP5501	CMDY WG ROTINI W/BF SCE PPK	JTM	CS	30/8OZ	0	$49.36	$4.26		$53.62	$49.36	$6.24		$55.60
406398	CP5249	CMDY BEEF TACO FILLING	JTM	CS	6/5LB	420	$130.41		($90.47)	$39.94	$130.41		($90.47)	$130.41
406459	5764	ALFREDO WG PENNE PASTA	JTM	CS	6/5LB	126	$63.90		($8.90)	$55.00	$65.83		($8.90)	$56.93
406490	5773	CAVATAPPI THREE CHEESE WG	JTM	CS	6/5LB	25	$64.86		($12.51)	$52.35	$64.86		($12.51)	$52.35
210060	60	100% APPLE JUICE	JUICY JUICE	CS	32/6.75OZ	960	$9.39			$9.39	$9.54			$9.54
210061	55	100% APPLE JUICE	JUICY JUICE	CS	40/4.23OZ	210	$8.74			$8.74	$8.88			$8.88
210062	61	100% BERRY JUICE	JUICY JUICE	CS	32/6.75OZ	232	$9.39			$9.39	$9.54			$9.54
210066	63	100% STRAWBERRY/KIWI JUICE	JUICY JUICE	CS	32/6.75OZ	698	$9.39			$9.39	$9.54			$9.54
210068	64	100% ORANGE TANG JUICE	JUICY JUICE	CS	32/6.75OZ	398	$9.39			$9.39	$9.54			$9.54
210069	00058/52179	100% ORANGE TANG JUICE	JUICY JUICE	CS	40/4.23OZ	250	$8.74			$8.74	$8.88			$8.88
209285	05418/375676	BBQ SAUCE	KC MASTERPIECE	CS	4/1GAL	0	$51.90			$51.90	$51.90			$51.90
201156	30100-01008	ZESTA SALTINES IW	KEEBLER	CS	500/2PK	3	$18.62			$18.62	$19.01			$19.01
201274	30100-40213	ELF GRAHAMS W/CALCIUM IW	KEEBLER	CS	150/1OZ	0	$39.08			$39.08	$39.08			$39.08
202676	30100-50689	SCOOBY DOO GRAHAM STIX IW	KEEBLER	CS	210/1OZ	445	$50.25			$50.25	$51.28			$51.28
201190	38000-04996	WG FROSTED MINI WHEATS CEREAL	KELLOGGS	CS	96/1OZ	66	$25.81			$25.81	$26.34			$26.34
202835	38000-55130	WG STRAWBRY POPTART FRSTD 1 CT	KELLOGGS	CS	120/1.76OZ	808	$45.29			$45.29	$46.21			$46.21
202836	38000-55125	POPTART CINNAMON FRSTD 2CT WG IW	KELLOGGS	CS	72/3.53OZ	292	$39.24			$39.24	$40.04			$40.04
202837	38000-55133	POPTART STRAWBERRY FRSTD 2CT WG IW	KELLOGGS	CS	72/3.53OZ	643	$39.24			$39.24	$40.04			$40.04

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GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
202857	38000-54998	WG RS FROSTED FLAKES CEREAL	KELLOGGS	CS	96/1OZ	20	$25.81			$25.81	$26.34			$26.34
202859	38000-55122	WG CINN POPTART FRSTD 1CT	KELLOGGS	CS	120/1.76OZ	636	$45.29			$45.29	$46.21			$46.21
203137	24100-79263	WG CHEEZ-IT CRACKER IW	KELLOGGS	CS	175/.75OZ	853	$36.00			$36.00	$36.73			$36.73
203150	38000-78788	CEREAL RS FROOT LOOPS BOWL WG	KELLOGGS	CS	96/1OZ	11	$26.34			$26.34	$26.34			$26.34
203316	38000-11052	WG RICE KRISPIES TREAT IW	KELLOGGS	CS	80/1.41OZ	144	$37.89			$37.89	$38.47			$38.47
208213	38000-14540	WG RICE KRISPIES TREAT MINI IW	KELLOGGS	CS	600/.42OZ	0	$104.10			$104.10	$105.68			$105.68
239261	38000-14567	WG CHOC CHIP RICE KRISPIES	KELLOGGS	CS	80/1.59OZ	124	$37.89			$37.89	$38.46			$38.46
300060	777	HOMESTYLE RANCH DRESSING	KENS FOODS	CS	4/1GL	44	$54.28			$54.28	$55.39			$55.39
202533	120	LITE SOY SAUCE PACKETS	KOMAN INTERNATIO	CS	200/6ML	23	$12.80			$12.80	$13.06			$13.06
207888	6185	ORG SOYMILK SMART CHOC	KOMAN INTERNATIO	CS	24/8OZ	0	$19.48			$19.48	$19.78			$19.78
207889	6184	ORG SOYMILK SMART VANILLA	KOMAN INTERNATIO	CS	24/8OZ	0	$19.48			$19.48	$19.78			$19.78
202658	1.30005E+11	KETCHUP JUG	RAFT HEINZ FOODS C	CS	6/7.125LB	0	$44.64			$44.64	$45.55			$45.55
209431	2.10006E+11	CREAMY RANCH	RAFT HEINZ FOODS C	CS	200/0.43OZ	12	$20.40			$20.40	$20.82			$20.82
405301	7.16037E+12	MARINARA SAUCE DIPPING CUPS	RAFT HEINZ FOODS C	CS	100/1OZ	59	$15.19		($0.74)	$14.45	$15.19		($0.74)	$14.45
406612	1.3001E+11	KETCHUP PACKETS	RAFT HEINZ FOODS C	CS	1000/7GM	325	$20.87		($2.00)	$18.87	$19.25		($2.00)	$17.25
134601	80483/598009	WG BELGIAN WAFFLES	KRUSTEAZ	CS	72/2.4OZ	0	$54.18			$54.18	$55.29			$55.29
134602	40333/523854	WG BELGIAN WAFFLE STICKS	KRUSTEAZ	CS	216/.78OZ	2	$56.41			$56.41	$57.56			$57.56
201066	44300-12620	CHOW MEIN CRUNCHY DRY NOODLES	LA CHOY	CS	6/24OZ	30	$33.89			$33.89	$34.58			$34.58
248541	980015918	SPARKLING WATER VARIETY PACK	LA CROIX	CS	24/12OZ	86	$11.20			$11.20	$11.36			$11.36
251209	15021-256	PASSION FRUIT	LA CROIX	CS	24/12OZ	0	$10.47			$10.47	$10.63			$10.63
252598	15021-260	TANGERINE	LA CROIX	CS	24/12OZ	0	$10.47			$10.47	$10.63			$10.63
202976	77009	YELLOW ROUND TORTILLA CHIPS IW	LA TAPATIA	CS	100/2OZ	59	**MFG DISC**				**MFG DISC**			
209542	80831	TORTILLA CHIPS IW	LA VENCEDORA	CS	150/2OZ	353	$36.62			$36.62	$37.35			$37.35
201476	07812/02505	RED ENCHILADA SAUCE	LA VICTORIA	CS	6/#10	28	$56.27			$56.27	$56.27			$56.27
208240	7808	SALSA PICANTE MILD	LA VICTORIA	CS	4/1GL	4	$45.10			$45.10	$46.02			$46.02
401140	41698	SHRED MOZZARELLA CHEESE	LAND O LAKES	CS	4/5# PCH	4	$57.88		($34.75)	$23.13	$59.63		($34.75)	$24.88
401146	41749	SHRED MILD CHEDDAR CHSE	LAND O LAKES	CS	4/5# PCH	177	$58.49		($34.75)	$23.74	$60.27		($34.75)	$25.52
401168	46255	160 SL AMERICAN CHEESE	LAND O LAKES	CS	6/5#-160CT	273	$79.29		($37.83)	$41.46	$81.68		($37.83)	$43.85
401172	59701	STRING CHEESE IW	LAND O LAKES	CS	168/1OZ	668	$38.88		($18.24)	$20.64	$40.05		($18.24)	$21.81
401656	44879	MILD CHEDDAR CHS STICK IW	LAND O LAKES	CS	168/1OZ	0	**MFG DISC**				**MFG DISC**			
402003	44224	RF MILD CHEDDAR CHSE SLICES	LAND O LAKES	CS	8/1.5LB	5	$47.87		($20.85)	$27.02	$49.04		($20.85)	$28.19
402005	44261	RF SWISS CHEESE SLICES	LAND O LAKES	CS	8/1.5LB	51	$53.15		($20.85)	$32.30	$54.43		($20.85)	$33.58
403652	39912	MUCHO QUESO JALP CHS CUPS	LAND O LAKES	CS	140/3OZ	112	$85.35		($15.50)	$69.85	$87.93		($15.50)	$72.43
405801	43292	WG MAC & CHEESE	LAND O LAKES	CS	6/5LB	605	$72.70		($15.17)	$57.53	$74.88		($15.17)	$59.71
201500	285330/80785	DRY MEXICAN RICE MIX	LAWRYS	CS	6/11OZ	16	$45.51			$45.51	$45.51			$45.51
209314	284545/80740	TACO SEASONING	LAWRYS	CS	2/4.5LB	7	**MFG DISC**				**MFG DISC**			
200762	44396	BAKED POTATO CHIPS	LAYS	CS	64/1.125OZ	14	$37.31			$37.31	$37.88			$37.88
202891	33627	BAKED SOUR CREAM & ONION	LAYS	CS	60/.875OZ	42	$24.21			$24.21	$24.58			$24.58
202892	32078	BAKED BBQ	LAYS	CS	60/.875OZ	48	$23.60			$23.60	$23.95			$23.95
202893	33625	OVEN BAKED POTATO CRISPS REG	LAYS	CS	60/.875OZ	62	$24.21			$24.21	$24.58			$24.58
209331	25111	CHIPS POTATO JALAPENO CHED RF	LAYS	CS	64/1.375OZ	200	$37.31			$37.31	$37.88			$37.88
209332	25115	KETTLE CLASSIC	LAYS	CS	64/1.375OZ	155	$37.31			$37.31	$37.88			$37.88
209333	25113	KETTLE SALT & VINEGAR	LAYS	CS	64/1.375OZ	146	$37.31			$37.31	$37.88			$37.88
248522	9598	APPLEWOOD SMOKED BBQ KETTLE	LAYS	CS	64/1.375OZ	153	$37.31			$37.31	$37.88			$37.88
133859	550473/00075	WG WHITE BAGELS IW	LENDERS	CS	72/2OZ	170	$26.96			$26.96	$27.51			$27.51
133841	1450	WG VARIETY PACK CONCHA IW	LUPITAS	CS	84/2.25OZ	0	$47.63			$47.63	$48.79			$48.79
133842	1451	WG WHITE CONCHA IW	LUPITAS	CS	84/2.25OZ	0	$47.54			$47.54	$48.79			$48.79

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133843	1452	WG PINK CONCHA IW	LUPITAS	CS	84/2.25OZ	0	$47.60			$47.60	$48.79			$48.79
133845	1454	WG CHOCOLATE CONCHA IW	LUPITAS	CS	84/2.25OZ	0	$46.56			$46.56	$47.76			$47.76
134408	1500	WG HONEY LEMON LOAF IW	LUPITAS	CS	96/2.25OZ	214	$51.89			$51.89	$52.95			$52.95
201878	7.16037E+12	MAPLE SYRUP CUPS IW	MADEIRA FARMS	CS	100/1.5OZ	1339	$14.56			$14.56	$14.85			$14.85
201556	3915	WG TSTED CINN TWIST BOWL PACK	MALT O MEAL	CS	96/1OZ	0	$21.03			$21.03	$21.46			$21.46
201558	4515	WG HONEY GRAHAM TOASTERS BOWL	MALT O MEAL	CS	96/1OZ	60	$21.03			$21.03	$21.46			$21.46
202851	13820	WG CINN TOASTER LARGE BWL PK	MALT O MEAL	CS	48/2OZ	321	$22.78			$22.78	$23.25			$23.25
203173	8676	WG HONEY SCOOTER LRG BWL	MALT O MEAL	CS	48/2OZ	502	$22.78			$22.78	$23.25			$23.25
240171	27149	WG FRSTD SHREDDED WHEAT	MALT O MEAL	CS	48/2OZ	410	$22.78			$22.78	$23.25			$23.25
240217	27597	WG HONEY SCOOTERS	MALT O MEAL	CS	96/1OZ	258	$21.03			$21.03	$21.46			$21.46
201602	81290	SESAME ORIENTAL DRESSING IW	MARZETTI COMPANY	CS	60/1.5OZ	154	$15.82			$15.82	$16.15			$16.15
201614	82000	CREAMY CAESAR DRESSING IW	MARZETTI COMPANY	CS	60/1.5OZ	270	$16.22			$16.22	$16.55			$16.55
203044	83984	RANCH DRESSING CUPS	MARZETTI COMPANY	CS	120/1OZ	456	$21.62			$21.62	$22.05			$22.05
208318	85360	WG CROUTON	MARZETTI COMPANY	BG	2.5LB	92	$9.80			$9.80	$10.00			$10.00
401214	OIF00215A	POTATO TATOR TOTS	MCCAIN FOODS INC	CS	6/5LB	60	$45.21		($5.96)	$39.25	$46.58		($5.96)	$40.62
401222	MCL03624	SEASONED POTATO CUBES	MCCAIN FOODS INC	CS	6/5LB	219	$43.36		($5.96)	$37.40	$44.68		($5.96)	$38.72
401258	MCL03622	SPICY SKIN ON SPIRALS	MCCAIN FOODS INC	CS	6/4LB	250	$35.96		($4.77)	$31.19	$37.05		($4.77)	$32.28
401942	MCX03621	SEASONED STRAIGHT CUT FRY 3/8"	MCCAIN FOODS INC	CS	6/5LB	378	$43.04		($5.96)	$37.08	$44.35		($5.96)	$38.39
403701	1000000496	POTATO WEDGE SEASONED	MCCAIN FOODS INC	CS	6/5LB	395	$52.76		($5.96)	$46.80	$54.33		($5.96)	$48.37
406502	1000007470	CRISPY BAKEABLE CRINKLE FRIES	MCCAIN FOODS INC	CS	6/5LB	79	$48.17		($5.96)	$42.21	$49.61		($5.96)	$43.65
403406	97576	WG BEAN & CHS BURRITO IW	ICI FOODS/LOS CABC	CS	96/5.20OZ	1323	$77.31		($5.32)	$71.99	$79.65		($5.32)	$74.33
403419	71662	WG XTREME BN & CHS BURRITO IW	ICI FOODS/LOS CABC	CS	96/5.20OZ	346	$80.32		($5.32)	$75.00	$82.73		($5.32)	$77.41
403422	64341	WG BEAN & CHEESE BURRITO BULK	ICI FOODS/LOS CABC	CS	72/3.95OZ	0	$48.56		($2.97)	$45.59	$50.00		($2.97)	$47.03
403665	71571	ULTRA BEAN & CHS BURRITO WG IW	ICI FOODS/LOS CABC	CS	80/5.5OZ	529	$74.12		($5.51)	$68.61	$76.36		($5.51)	$70.85
404003	64150	WG PEPPER JACK CHS ENCHILADA	ICI FOODS/LOS CABC	CS	144/2OZ	4	$72.11		($15.64)	$56.47	$72.11		($15.64)	$56.47
406357	73342	BEAN & TWO CHEESES DIP	ICI FOODS/LOS CABC	CS	48/3.35OZ	60	$45.90		($4.08)	$41.82	$45.90		($4.08)	$41.82
406409	97892	WG EGG CHS & SAUSAGE WRAP IW	ICI FOODS/LOS CABC	CS	72/3.6OZ	298	$56.07		($3.41)	$52.66	$57.75		($3.41)	$54.34
134300	DD400	CHIX DOUBLE DOG IW	MICHAEL B'S BESTWA	CS	60/4OZ	1088	$59.19			$59.19	$60.40			$60.40
134464	PDB446	PRETZEL DOG BEEF IW	MICHAEL B'S BESTWA	CS	60/4.46OZ	34	$100.72			$100.72	$100.72			$100.72
140306	PDB566	BF JUMBO PRETZEL DOG IW	MICHAEL B'S BESTWA	CS	60/5.66OZ	34	$104.87			$104.87	$104.87			$104.87
404623	TBC11	BEAN CHILI CHS TAMALE IN HUSK	MICHAEL B'S BESTWA	CS	72/5.5OZ	27	$97.26		PENDING BY M	$97.26	$98.87		PENDING BY M	$98.87
405281	CRHB75	CHIX RICE CHS BURRITO IW	MICHAEL B'S BESTWA	CS	80/5.75OZ	456	$113.41		PENDING BY M	$113.41	$115.16		PENDING BY M	$115.16
405321	BL672	BEEF CHEESE LASAGNA IW	MICHAEL B'S BESTWA	CS	35/7.38OZ	36	$51.25		PENDING BY M	$51.25	$51.25		PENDING BY M	$51.25
406084	VBC11	VEGAN TAMALE	MICHAEL B'S BESTWA	CS	72/6.36OZ	20	$72.77			$72.77	$74.26			$74.26
406536	TAC32F	TAMALE CHIX & CHS IN FOIL	MICHAEL B'S BESTWA	CS	72/5.5OZ	294	$102.55		PENDING BY M	$102.55	$104.31		PENDING BY M	$104.31
140366	71526	RF DBL CHOC CHIP COOKIE DOUGH	EL'S BAKERY PRODU(	CS	168/1.5OZ	0	MFG DISC				MFG DISC			
134447	69074	WG 100% VEG FRIED RICE	MINH	CS	6/5# BAGS	419	$58.31			$58.31	$59.51			$59.51
249284	47086	6" FLOUR TORTILLA PRESSED	MISSION FOODS	CS	24/12CT	0	$32.71			$32.71	$35.05			$35.05
201524	514150	ALL SPORT BITES WG VANILLA	MJM MARKETING	CS	150/1OZ	156	$35.03			$35.03	$35.74			$35.74
203141	308151	WG CINNAMON GRAHAMS	MJM MARKETING	CS	150/3CT	44	$26.42			$26.42	$26.96			$26.96
208146	300151	WG HONEY GRAHAMS/W FIBER IW	MJM MARKETING	CS	150/1OZ	206	$24.74			$24.74	$25.24			$25.24
239158	781100	WG SAVORY WHEAT CRACKERS	MJM MARKETING	CS	100/2OZ	939	$39.63			$39.63	$40.45			$40.45
110671	381631/97762	VEGGIE CHIK'N NUGGETS CN/VEGAN	RNINGSTAR (KELLOG	CS	212/3OZ	844	$49.25			$49.25	$50.26			$50.26
240051	479545	ASSORTED FRUIT SNACKS	MOTTS	CS	144/1.6OZ	31	$56.96			$56.96	$57.83			$57.83
249294	65041	DILL CHIPS 1/8 SMOOTH	MRS KLEIN PICKLE	CS	4/1 GAL	0	$21.60			$21.60	$22.04			$22.04
401972	12228	SUNFLWR BUTTER & GRP JLY SNDW	MUFFIN TOWN	CS	96/2.8OZ	351	$78.60			$78.60	$80.97			$80.97
203374	40/FFASU1350ML	UNSWEETENED APPLE SAUCE CUP	MUSSELMANS	CS	96/4.5OZ	71	$33.31			$33.31	$33.31			$33.31

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303537	63072	MIGHTY MANGO	NAKED JUICE	CS	8/10OZ	722	$13.38			$13.38	$13.59			$13.59
305380	63071	STRAWBERRY BANANA	NAKED JUICE	CS	8/10OZ	631	$13.38			$13.38	$13.59			$13.59
305382	63076	GREEN MACHINE	NAKED JUICE	CS	8/10OZ	188	$13.38			$13.38	$13.59			$13.59
305383	63117	BERRY BLAST	NAKED JUICE	CS	8/10OZ	316	$13.38			$13.38	$13.59			$13.59
305457	82592010377	BLUE MACHINE	NAKED JUICE	CS	8/10OZ	111	$13.74			$13.74	$13.95			$13.95
406673	1765	FRUIT CUP MIXED FRT	ATIONAL FOOD GROU	CS	72/4.5OZ	0	$106.28		($15.73)	$90.55	$106.28		($15.73)	$90.55
203003	16000-27111-8	OATS & HONEY GRANOLA CEREAL	NATURE VALLEY	CS	4/50OZ	271	$52.15			$52.15	$53.21			$53.21
209391	2382000	OATS & HONEY GRANOLA BAR	NATURE VALLEY	CS	168/1.5OZ	0	$69.95			$69.95	$71.01			$71.01
239565	2382000	OATS & HONEY GRANOLA BAR	NATURE VALLEY	BX	28/1.5OZ	0	$11.66			$11.66	$11.84			$11.84
248587	7.67301E+11	WHOLE MANDARIN ORANGE SEGMT	NORTHEAST/LOLITA	CS	6/#10	54	$54.21			$54.21	$55.33			$55.33
203165	23444	CRAISINS DRIED CRANBERR-CHERRY	OCEAN SPRAY	CS	200/1.16OZ	578	$56.99			$56.99	$58.15			$58.15
203180	23445	CRAISINS DRIED CRANBERR-STRWBR	OCEAN SPRAY	CS	200/1.16OZ	458	$57.99			$57.99	$59.18			$59.18
209685	1GGCHIN1215I	GARLIC GRANULES	PACIFIC SPICE	EA	1.5LB	6	$8.85			$8.85	$8.85			$8.85
141316	F5861	3.5" WG SLICED ENGLISH MUFFIN	PAPAPITA BAKERY	CS	144/3.5OZ	0	$23.26			$23.26	$24.40			$24.40
201840	7050K	FORTUNE COOKIES IW	PEKING NOODLE	CS	7LB	25	$18.56			$18.56	$18.93			$18.93
200290	18105	WG CHEDDAR GOLDFISH CRACKERS	PEPPERIDGE FARM	CS	300/.75OZ	229	$65.28			$65.28	$66.61			$66.61
248553	26830	WG GOLDFISH GIANT CINNAMON	PEPPERIDGE FARM	CS	300/.9OZ	0	$56.74			$56.74	$57.89			$57.89
112999	127852	APPLE FRUDEL IW	PILLSBURY	CS	72/2.29OZ	111	$39.21			$39.21	$39.21			$39.21
113000	127851	CHERRY FRUDEL IW	PILLSBURY	CS	72/2.29OZ	95	$39.22			$39.22	$39.22			$39.22
113361	33686	WG MINI CINNIS CINNMN ROLLS IW	PILLSBURY	CS	72/2.29OZ	436	$39.22			$39.22	$39.22			$39.22
139371	37732	MINI PANCAKES MAPLE BURST'N IW	PILLSBURY	CS	72/3.17OZ	292	$31.81			$31.81	$32.46			$32.46
139373	37731	MINI PANCAKES STWBRY SPLSH IW	PILLSBURY	CS	72/3.17OZ	18	$31.81			$31.81	$32.46			$32.46
143752	12317	PULL APART ITALIAN CHS GARLIC	PILLSBURY	CS	72/3.88OZ	314	$68.35			$68.35	$68.35			$68.35
239362	81662407	WHITE CHEDDAR PUFF	PIRATE BOOTY	CS	24/.75OZ	123	$16.67			$16.67	$16.92			$16.92
209652	72200	BBQ CHIPS	P CHIPS/SONORA MI	CS	24/0.8OZ	89	$14.43			$14.43	$14.65			$14.65
209653	70120	CRAZY HOT POTATO	P CHIPS/SONORA MI	CS	24/0.7OZ	25	$14.43			$14.43	$14.65			$14.65
209654	70109	RIDGES CHEDDAR SOUR CRM POTATO	P CHIPS/SONORA MI	CS	24/0.8OZ	0	$14.43			$14.43	$14.65			$14.65
209657	70112	RIDGES TNGY BBQ POTATO	P CHIPS/SONORA MI	CS	24/0.8OZ	21	$14.43			$14.43	$14.65			$14.65
209658	77700	SCO POTATO	P CHIPS/SONORA MI	CS	24/0.8OZ	77	$14.43			$14.43	$14.65			$14.65
209660	70552	SEASALT & VINEGAR	P CHIPS/SONORA MI	CS	24/0.8OZ	1	$14.43			$14.43	$14.65			$14.65
201892	7.16037E+12	MAYONNAISE PACKETS IW	PORTION PAC	CS	200/9GM	191	$11.40			$11.40	$11.63			$11.63
201902	7.16037E+12	BBQ SAUCE PACKETS IW	PORTION PAC	CS	200/12GM	261	$9.63			$9.63	$9.63			$9.63
134794	46580011	WG CHICKEN TAQUITOS	POSADA	CS	140/1.74OZ	13	$54.18			$54.18	$55.28			$55.28
101934	2PX25QCO/57503	WG PARBOILED BROWN RICE	PRODUCERS RICE	SK	25LB	215	$15.31			$15.31	$15.62			$15.62
101936	R1YP259Z0	PARBOILED LONG GRAIN RICE	PRODUCERS RICE	CS	25LB	66	$14.52			$14.52	$14.82			$14.82
209757	169	BERRY	PROPEL	CS	24/16.9OZ	15	$16.34			$16.34	$16.59			$16.59
209758	171	KIWI STRAWBERRY	PROPEL	CS	24/16.9OZ	124	$16.34			$16.34	$16.59			$16.59
209759	167	LEMON LIME	PROPEL	CS	24/16.9OZ	148	$16.34			$16.34	$16.59			$16.59
210147	50035	VARIETY PACK ZERO	PROPEL	CS	24/16.9OZ	279	$14.31			$14.31	$14.53			$14.53
201670	6827493471	BOTTLE PURIFIED WATER LG BTL	PURE LIFE	CS	24/16.9OZ	2785	$3.99			$3.99	$4.05			$4.05
201672	6827432228	BOTTLE PURIFIED WATER SM BTL	PURE LIFE	CS	48/8OZ	1074	$6.89			$6.89	$6.99			$6.99
200728	36308	MUNCHIE MIX KID'S	QUAKER	CS	104/.875OZ	0	$41.93			$41.93	$42.56			$42.56
209750	31186	LF CHEWY CHOC CHNK GRANOLA BAR	QUAKER	CS	12/8CT	43	$32.02			$32.02	$32.51			$32.51
101482	13112	PEAS & CARROTS	READY FIX	CS	1/20LB	5	$20.44			$20.44	$20.44			$20.44
401438	REDY599	FANCY 33% KETCHUP	RED GOLD	CS	6/#10	0	$33.32		($5.81)	$27.51	$34.32		($5.81)	$28.51
401764	REDNA1Z	MARINARA DUNK CUPS	RED GOLD	CS	250/1OZ	0	$38.32		($2.36)	$35.96	$38.32		($2.36)	$35.96
402085	REDYL9G	100% NATURAL KETCHUP W/ SGR	RED GOLD	CS	1000/9GR	332	$26.71		($2.85)	$23.86	$27.51		($2.85)	$24.66

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
404036	REDNA2ZC84	MARINARA DIPPING 2.5OZ CUPS	RED GOLD	CS	84/2.5OZ	466	$32.26		($2.17)	$30.09	$32.26		($2.17)	$30.09
405469	REDOA1Z	BBQ SAUCE DUNK CUPS	RED GOLD	CS	250/1OZ	4	$39.45		($1.21)	$38.24	$40.62		($1.21)	$39.41
401960	65225	PIZZA CHEESE CRUNCHER WW	RICHS	CS	8/3.125LB	595	$85.02		($16.90)	$68.12	$87.58		($16.90)	$70.68
403284	8733	ULTIMATE BREAKFAST ROUND IW	RICHS	CS	126/2.2OZ	15	$68.90		($1.13)	$67.77	$69.75		($1.13)	$68.62
406523	14010	BREAD FLAT FIRED 6X6 WG	RICHS	CS	192/2OZ	8	$50.12		($3.94)	$46.18	$51.63		($3.94)	$47.69
209805	8004223	PRO PROTEIN W/SNFLR GRNLA IW	ROCKIN'OLA	CS	175/1.5OZ	9	$91.79			$91.79	$93.66			$93.66
300472	210282UG	10" ULTR GRN WW FLOUR TORTILLA	ROMEROS	CS	6/2DZ	78	$21.68			$21.68	$22.13			$22.13
305426	206022UG	6" ULTRA GRAIN TORTILLAS 2CT	ROMEROS	CS	144/2CT	0	$47.58			$47.58	$48.55			$48.55
401510	SSU248WC	TURKEY HAM SUN SIDE SND IW	ROSE & SHORE	CS	48/4.25OZ	0	**MFG DISC**				**MFG DISC**			
406706	850-TRAY	MACARONI & CHS IN TRAYS	ROSE & SHORE	CS	45/7OZ	845	$71.00		($9.78)	$61.22	$73.05		($9.78)	$63.27
409774	780P-TRAY	TURKEY GRVY MASHED POTATOES IW	ROSE & SHORE	CS	45/8OZ	0	**MFG DISC**				**MFG DISC**			
203718	56882	OVEN BAKED CHEDDAR SOUR CREAM	RUFFLES	CS	60/.8OZ	59	$22.16			$22.16	$22.49			$22.49
305565	01111/524936	CLASSIC HUMMUS SINGLES	SABRA	CS	48/2OZ	349	$26.31			$26.31	$26.84			$26.84
403989	54914	VEGETARIAN REFRIED BEANS	SANTIAGO	CS	6/27.09OZ	343	$36.77		($5.49)	$31.28	$37.88		($5.49)	$32.39
134306	10000009180	WG MINI TURKEY CORN DOGS	SARA LEE	CS	2/ 5.37LB	291	$53.49			$53.49	$54.59			$54.59
134342	10000028322	STATE FAIR WG TURKEY CORN DOG	SARA LEE	CS	48/4OZ	0	$49.09			$49.09	$50.10			$50.10
141116	186172	TURKEY HAM & CHEESE ROLL	SAVORY LIFE LLC	CS	72/4OZ	3	$92.19			$92.19	$92.19			$92.19
138878	5.08578E+13	SNO PAL PINEAPPLE IW	SEPERS FRUIT FRUIT	CS	100/2.7OZ	20	$54.76			$54.76	$55.87			$55.87
141217	8-57821-00316-4	SNOWPAL TUBE MANGO IW	SEPERS FRUTI FRUIT	CS	100/2.7OZ	0	$54.76			$54.76	$55.87			$55.87
138911	SB-480	WG CIABATTA ROLL SLICED	SHANNONS	CS	144/2OZ	20	$59.69			$59.69	$60.90			$60.90
208181	101894/546612	ALMOND BEVERAGE VANILLA	SILK	CS	18/8OZ	0	$22.20			$22.20	$22.54			$22.54
239359	546611/136460	ALMOND MILK DK CHOCOLATE	SILK	CS	18/8OZ	0	$22.20			$22.20	$22.54			$22.54
102242	HWB5172	51% HONEY WHEAT BRKFST BAR IW	SKY BLUE FOODS	CS	72/2.8OZ	200	$33.17			$33.17	$33.84			$33.84
102244	WWB5160	51% WW BREAKFAST BUN IW	SKY BLUE FOODS	CS	60/2.6OZ	997	$32.20			$32.20	$32.85			$32.85
134205	TWB5160	51% WW OATMEAL BRKFST BUN IW	SKY BLUE FOODS	CS	60/2.6OZ	29	$35.12			$35.12	$35.12			$35.12
249186	28400309004	WG POPCORN WHITE CHEDDAR RF	SMART FOODS	CS	72/0.5OZ	0	$27.65			$27.65	$28.08			$28.08
404034	5150021027	SANDWICH PB & GRAPE JELLY IW	SMUCKERS	CS	72/5.3OZ	176	$88.39		($4.60)	$83.79	$91.06		($4.60)	$86.46
404035	5150021028	WG PB& STRAW UNCRUSTABLE LRG	SMUCKERS	CS	72/5.3OZ	52	$92.70		($4.60)	$88.10	$95.50		($4.60)	$90.90
404614	5150006960	CMDY SANDW PB GRAPE JELLY IW	SMUCKERS	CS	72/2.6OZ	416	$48.72		($2.30)	$46.42	$50.19		($2.30)	$47.89
404615	5150006961	CMDY UNCRUSTABLE PB & STRAW	SMUCKERS	CS	72/2.6OZ	93	$50.88		($2.30)	$48.58	$52.41		($2.30)	$50.11
208220	260529	WG TORTILLA CHIPS YLW ROUND IW	SNAK KING	CS	80/2OZ	275	**MFG DISC**				**MFG DISC**			
133753	SF03011	BREADED POLLOCK SQUARES	SPIRITED FOODS	CS	10LB	47	$40.38			$40.38	$41.19			$41.19
134356	SF01012	BRD LIME ALASKAN POLLOCK STICK	SPIRITED FOODS	CS	10LB	5	$43.44			$43.44	$44.31			$44.31
201994	493241/74470	CUBE SEASONED CROUTONS IW	SUGAR FOODS	CS	250/.25OZ	12	$21.19			$21.19	$21.63			$21.63
202923	552678/74541	TFF HMESTL SEASND CROUTONS	SUGAR FOODS	CS	4/2.5LB	8	$34.03			$34.03	$34.03			$34.03
202878	11152	MULTIGRAIN HARVEST CHEDDAR WG	SUN CHIPS	CS	104/1OZ	6	$38.37			$38.37	$38.94			$38.94
240050	2020	RAISINS	SUN MAID	CS	144/1.33OZ	1128	$34.98			$34.98	$35.51			$35.51
208125	598196/19368	SUNBUTTER CUPS	SUNBUTTER	CS	200/1.1OZ	51	$70.14			$70.14	$70.14			$70.14
401554	40176	COLBY CHEESE OMELET PRE COOKED	SUNNY FRESH	CS	225/2.1OZ	112	$118.67		($12.82)	$105.85	$122.24		($12.82)	$109.42
406340	40928	BACON & CHS EGG STRAVAGANZA	SUNNY FRESH	CS	4/5LB	155	$95.93		($9.35)	$86.58	$98.80		($9.35)	$89.45
409765	41927	EGGS SCRAMBLED PRE CKD CAGE FREE	SUNNY FRESH	CS	4/5LB	62	$82.10		($11.28)	$70.82	$82.10		($11.28)	$70.82
409773	40491	FRENCH TOAST CINN GLAZED WG IW	SUNNY FRESH	CS	110/2.9OZ	2	$83.64		($3.83)	$79.81	$86.15		($3.83)	$82.32
200446	1105050/665547	ROASTED SLTD SUNFLOWR KRNLS IW	SUNOPTA	CS	150/1OZ	299	$39.23			$39.23	$39.83			$39.83
208261	1231780	HNY RST SUNFLOWER KERNELS IW	SUNOPTA	CS	150/1.2OZ	472	$43.65			$43.65	$44.31			$44.31
133796	6071	51% WW BANANA BREAD SLICE IW	SUPER BAKERY	CS	70/3.4OZ	514	**MFG DISC**				**MFG DISC**			
134731	6075	ULTRA BREAD SLICE PUMPKIN	SUPER BAKERY	CS	70/3.4OZ	5	**MFG DISC**				**MFG DISC**			
203342	313	GRAPE SPARKLING JUICE	SWITCH	CS	24/8OZ	0	**MFG DISC**				**MFG DISC**			

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203343	314	ORGN TNGRN SPARKLING JUICE	SWITCH	CS	24/8OZ	463	$14.33			$14.33	$14.55			$14.55
203344	316	WTRMLN STRWBRY SPARKLING JUICE	SWITCH	CS	24/8OZ	410	$14.33			$14.33	$14.55			$14.55
208162	9C2480AJ	HARDCORE APPLE	SWITCH	CS	24/8OZ	0	$14.33			$14.33	$14.55			$14.55
208163	9C2480BC	BLACK CHERRY	SWITCH	CS	24/8OZ	434	$14.33			$14.33	$14.55			$14.55
208164	9C2480FP	FRUIT PUNCH	SWITCH	CS	24/8OZ	591	$14.33			$14.33	$14.55			$14.55
208165	9C2480KB	KIWI BERRY	SWITCH	CS	24/8OZ	22	$14.33			$14.33	$14.55			$14.55
209186	9C2480TP	100% SPARKLING TROP PINEAPPLE	SWITCH	CS	24/8OZ	0	$14.33			$14.33	$14.55			$14.55
209157	28805	LS TAJIN SEASON PACKETS	TAJIN	CS	1000/.035	181	$49.68			$49.68	$50.69			$50.69
202268	7788500193	HOT SAUCE PACKETS	TAPATIO	CS	500/7GR	0	$42.59			$42.59	$43.45			$43.45
133801	33504	WG BREADED ONION RINGS	TASTY BRANDS	CS	6/5LB	8	$84.51			$84.51	$84.51			$84.51
401876	00801WG	WG CHEESE LASAGNA ROLL UP	TASTY BRANDS	CS	110/4.30OZ	104	$106.72		($19.61)	$87.11	$109.92		($19.61)	$90.31
401878	00804WG	WG- JUMBO CHEESE RAVIOLI	TASTY BRANDS	CS	324/1.26OZ	118	$88.19		($8.27)	$79.92	$90.84		($8.27)	$82.57
403537	00834WG	WG MINI CHEESE RAVIOLI	TASTY BRANDS	CS	221/2.17OZ	112	**MFG DISC**				**MFG DISC**			
405590	70076	WG TRKY HAM CHS CROISSANT IW	TASTY BRANDS	CS	72/4.6OZ	372	$98.19		($5.80)	$92.39	$98.19		($5.80)	$92.39
209786	TEA-ADB-0610	BLACK BEANS	TEASDALE	CS	6/#10	13	$39.09			$39.09	$39.89			$39.89
209793	TEA-EB-0610	PINTO BEANS	TEASDALE	CS	6/#10	1	$40.19			$40.19	$41.03			$41.03
209795	TEA-NM-0610	VEGETARIAN BEANS	TEASDALE	CS	6/#10	0	$50.07			$50.07	$51.09			$51.09
406461	77387-12600	MAX STIX WG 100% MOZZ IW	THE MAX	CS	84/3.86OZ	324	**MFG DISC**				**MFG DISC**			
113031	19231	WG WHITE W/WHEAT SL BAGEL	TONY ROBERTS	CS	72/2.24OZ	705	$22.04			$22.04	$22.50			$22.50
133798	19321	WG WHITE WW BAGEL - BULK	TONY ROBERTS	CS	72/3OZ	8	$28.63			$28.63	$28.63			$28.63
134083	19322	WG WHITE WHEAT BAGEL IW	TONY ROBERTS	CS	72/3OZ	96	$29.78			$29.78	$30.38			$30.38
403808	74812	WG 8" GARLIC CHS TOAST IW	TONY ROBERTS	CS	48/5.3OZ	0	**MFG DISC**				**MFG DISC**			
404501	66257	WG 6" GARLIC CHEESE TOAST IW	TONY ROBERTS	CS	60/4.5OZ	989	$63.90		($13.78)	$50.12	$65.81		($13.78)	$52.03
403177	78697	4x6 WG SMART 100% CHEESE PIZZA	TONY'S	CS	96/4.5OZ	14	$57.65		($18.34)	$39.31	$59.39		($18.34)	$41.05
403216	63912	PIZZA TURK SAUS BREAKFAST PIZZA B WG	TONY'S	CS	128/3.31OZ	82	$53.40		($7.38)	$46.02	$55.00		($7.38)	$47.62
403232	78366	51% WG 4"RND GALAXY CHS PZA IW	TONY'S	CS	72/4.56OZ	1652	$65.95		($15.04)	$50.91	$67.94		($15.04)	$52.90
409902	68729	PIZZA TURK BF PEPPERONI WG IW	TONY'S	CS	60/4.98OZ	229	**MFG DISC**				**MFG DISC**			
406592	8074B	CALZONE MINI CHEESE	TOOLS FOR SCHOOLS	CS	144/1.67OZ	103	$58.76		($8.63)	$50.13	$59.64		($8.63)	$51.01
200730	42537	SCOOPS BAKED TOSTITO WG	TOSTITOS	CS	72/.875OZ	9	$26.56			$26.56	$26.98			$26.98
209745	2145	100% FRUIT MEDLEY JUICE	TROPICANA	CS	15/10OZ	0	$13.58			$13.58	$13.79			$13.79
209746	2144	100% STRAWBERRY KIWI JUICE	TROPICANA	CS	15/10OZ	0	$13.58			$13.58	$13.79			$13.79
209747	2146	100% STRAWBERRY ORG JUICE	TROPICANA	CS	15/10OZ	0	$14.01			$14.01	$14.23			$14.23
401586	10035220928	CHICKEN FAJITA	TYSON	CS	8/4.99LB	204	$177.78		($54.72)	$123.06	$183.13		($54.72)	$128.41
403441	10197770328	MEATBALL CHICKEN FC	TYSON	CS	2/5LB	35	$42.66		($11.10)	$31.56	$43.95		($11.10)	$32.85
403544	10703340928	WG CN CRISPY TENDERS	TYSON	CS	4/7.965LB	894	$92.72		($14.90)	$77.82	$95.51		($14.90)	$80.61
403693	10703720928	CHK WING BNLS H&S	TYSON	CS	30LB	16	$128.49		($32.64)	$95.85	$132.35		($32.64)	$99.71
404375	10703000928	WG CSPY CKN BRST FILLET	TYSON	CS	120/4OZ	0	$150.43		($30.86)	$119.57	$154.95		($30.86)	$124.09
404679	10703040928	BRD CRISPY PATTIES WG	TYSON	CS	175/3.0OZ	835	$103.17		($18.71)	$84.46	$106.30		($18.71)	$87.59
404680	10703140928	BRD SPICY CHIX PATTIES WG	TYSON	CS	173/3OZ	586	$103.23		($18.71)	$84.52	$106.34		($18.71)	$87.63
404681	10055670928	HOT&SPICY BRD CHX PATTY W/FOIL WG	TYSON	CS	148/3.26OZ	247	$110.84		($26.71)	$84.13	$114.17		($26.71)	$87.46
404688	10703440928	WG BRD SPICY TENDERS	TYSON	CS	31.86LB	114	$97.37		($14.90)	$82.47	$100.31		($14.90)	$85.41
404689	10703640928	NUGGETS BRD CRISPY WG	TYSON	CS	32.81LB	1370	$101.82		($18.70)	$83.12	$104.90		($18.70)	$86.20
404690	10703620928	CHIC WINGS BRD BONELESS NAE WG	TYSON	CS	30LB	206	$121.47		($32.64)	$88.83	$125.11		($32.64)	$92.47
404691	10174430928	SAUSAGE PATTY CHICKEN	TYSON	CS	336/1.43OZ	201	$125.09		($44.62)	$80.47	$119.47		($44.62)	$74.85
404694	10703680928	WG POPCORN CHICKEN	TYSON	CS	32.79LB	269	$105.78		($15.32)	$90.46	$108.96		($15.32)	$93.64
405424	16660100928	DK WG BRD TRAD DRUMSTICKS	TYSON	CS	92/4.4OZ	792	$109.80		($23.65)	$86.15	$113.12		($23.65)	$89.47
405454	16660000928	WG BRD PROPORTION BONE-IN CHIX	TYSON	CS	29.64LB	8	$113.88		($23.22)	$90.66	$113.88		($23.22)	$90.66

SOUTH ORANGE COUNTY COOP BID RENEWAL 2022-2023

GSF Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Usage	SINGLE DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price	MULTI DROP 2022-2023 (6.5% CPI + MFG INCREASES) 22-23 Selling Price	22-23 Fee for Service	22-23 PTV	22-23 Net CMDY Selling Price
405894	10004130928	BUFFALO CHIC DRUMSTICK FC DARK	TYSON	CS	30LB	0	$102.02		($22.83)	$79.19	$105.09		($22.83)	$82.26
406041	10061470928	CHK WING BNLS SIRACHA WG	TYSON	CS	88/5.16OZ	0	$114.78		($22.59)	$92.19	$114.78		($22.59)	$92.19
406356	10460210928	CHICKEN 1/2" LS PULLED 65/35	TYSON	CS	2/5LB	168	$43.23		($14.17)	$29.06	$44.54		($14.17)	$30.37
300150	9815/387629	YOGURT STRAWBERRY NON FAT	UPSTATE FARMS	CS	48/4OZ	622	$19.67			$19.67	$20.07			$20.07
300446	387632/112923	YOGURT PEACH NON FAT	UPSTATE FARMS	CS	48/4OZ	23	$18.97			$18.97	$19.35			$19.35
305584	9816/387630	YOGURT BLUEBERRY NF	UPSTATE FARMS	CS	48/4OZ	0	$19.12			$19.12	$19.50			$19.50
102744	4453	4 BERRY BLEND IQF	WAWONA	CS	2/5LB	0	$34.01			$34.01	$34.72			$34.72
209138	14492	FRUIT SNACKS BERRIES'N CHERRY	WELCH'S	CS	144/1.55OZ	25	$61.43			$61.43	$62.37			$62.37
239140	14498	FRUIT SNACKS MIXED	WELCH'S	CS	144/1.55OZ	33	$61.43			$61.43	$62.37			$62.37
403892	90501	PIZZA WEDGE CHEESE WG IW	WILD MIKE'S	CS	90/5.49OZ	642	$106.16		($21.01)	$85.15	$109.36		($21.01)	$88.35
101474	12312	PEAS GREEN	WORLDS FINEST	CS	1/20LB	1	$24.34			$24.34	$24.34			$24.34
239195	616797/10920	PEANUT FREE SPREAD CREAMY	WOWBUTTER	CS	100/1.12OZ	0	$31.33			$31.33	$32.48			$32.48
102843	8-52724-00072-5	CHICKEN FC POPCORN ORANGE	YANGS	CS	14.5LB	431	$24.94			$24.94	$25.70			$25.70
133985	8-52724-00301-6	NOODLE CHOW MEIN 51% WG	YANGS	CS	14LB	45	$28.74			$28.74	$29.33			$29.33
403631	8-52724-15552-4	CHIC 100% MANDARIN ORNG WG	YANGS	CS	1/43.5LB	201	$185.08		($18.90)	$166.18	$190.54		($18.90)	$171.64
403632	8-52724-15554-8	CHICKEN 100% BBQ TRYKI	YANGS	CS	1/42LB	60	$185.05		($22.81)	$162.24	$185.05		($22.81)	$162.24
405723	8-52724-15559-3	CHICKEN TERIYAKI GF	YANGS	CS	1/42LB	135	$177.29		($22.81)	$154.48	$182.62		($22.81)	$159.81
409702	8-52724-16667-4	RICE BOWL BBQ TRYKI CHIC	YANGS	CS	36/9OZ	20	$93.67		($3.42)	$90.25	$93.67		($3.42)	$90.25
409703	8-52724-16669-8	RICE BOWL TSO CHIC	YANGS	CS	36/9OZ	0	$103.56		($3.54)	$100.02	$103.56		($3.54)	$100.02
409704	8-52724-16668-1	RICE BOWL ORANGE CHIC	YANGS	CS	36/9OZ	41	$93.87		($3.54)	$90.33	$93.87		($3.54)	$90.33
300474	485781/16632	YOGURT LF PARFAIT PRO VANILLA	YOPLAIT	CS	6/4LB	4	$29.22			$29.22	$29.81			$29.81

OXNARD UNION HIGH SCHOOL DISTRICT

SUPPLIER AGREEMENT

_____
Purchase Order Number

664 Produce Products
RFP Number

This Services Agreement (the "Agreement") is made and entered into this 11th day of May, 2022 by and between **Oxnard Union High School District** (hereinafter referred to as "District") and **Gold Star Foods**, (hereinafter referred to as "Provider.")

PROVIDER.

Gold Star Foods Provider	800-540-0215 Telephone Number
3781 E Airport Drive Street Address	909-843-9618 Fax Number
Ontario, CA 91761 City, State, Zip code	bids@goldstarfoods.com E-mail Address
26-1340567 Tax Identification or Social Security Number	78395 License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing

contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this

Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2022, and terminate on June 30, 2023. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement. Per RFP 664, and pursuant to California Education Code Section 17596 and 81644, the Proposal and Agreement may be extended, by mutual consent, for up to two (2) additional years, in 1-year increments.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

   Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

   All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

   The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement,

and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

   If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard Union High School District District	Gold Star Foods Provider
Attn: Ted Lawrence	Attn: John Cho
1800 Solar Drive Street	3781 E. Airport Drive Street
Oxnard, CA 93030 City, State, Zip Code	Ontario, CA 91761 City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For

a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ❑ Hazardous and toxic substances,
- ❑ Hazardous waste,
- ❑ Universal waste,
- ❑ Medical waste,
- ❑ Biological waste,
- ❑ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS),genetic information, gender identity, gender expression, marital status, medical

condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the teal and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00
High risk events or activities	$ 2,000,000.00	$ 4,000,000.00
Severe risk events or activities	$ 5,000,000.00	$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	$ 500,000.00 combined single limit or $100,000.00 per person / $300,000.00 per accident
Commercial vehicles:	$1,000,000.00 combined single limit
Student Transportation	$5,000,000.00 combined single limit
Buses and vehicles with capacity of more than 15	$25,000,000 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
☐ Abuse and Molestation	$ 2,000,000.00	$4,000,000.00
☐ Pollution Liability	$ 1,000,000.00	$ 2,000,000.00
☐ Cyber Liability	$ 5,000,000.00	
☐ Other: _____	$ _____	$ _____

e. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

f. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

g. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for

the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

h. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

1) General Liability

- ❑ Construction: CG 20 10 10 01 and CG 20 37 10 01;
- ❑ Facilities Rental or Lease: CG 20 11 10 01;
- ❑ Most Other services: CG 20 26 10 01.

2) Primary, Non-Contributory

- ❑ CG 20 01 01 13

3) Waiver of Subrogation

- ❑ CG 24 04 05 09

4) Commercial Automobile Liability

- ❑ CA 20 48 10 13

i. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

j. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than $50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

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

l. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that

was in effect during the term of this agreement, and will cover the provider for all claims made.

m. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

   Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

b. Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

c. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above.

Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper."

18. **DISPUTE RESOLUTION.**

a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is $5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

b. If the amount in dispute exceeds $5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

    Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

22. **BINDING EFFECT**. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard Union High School District District	Gold Star Foods Provider
By: _____ Signature	_____ Signature
Ted Lawrence Name	John Cho Name
Asst Supt – Business Services Title	V.P. of Merchandising & Contracts Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Supplier to provide produce products for National Food Service Program

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services $ TBD (as needed)

~~Actual and Necessary Travel Expenses $ _____~~

~~Other Expenses $ _____~~

~~Total Amount not to Exceed $ _____~~

~~Deposit $ _____~~

~~Balance Due after Completion of Services $ _____~~

~~Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.~~

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES:

AGREEMENT

THIS AGREEMENT, dated the 24 day of June, 2020, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to an "DISTRICT"), and **Gold Star Foods, Inc.**, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any, thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Appendix C - Pricing Sheet, Categories 1-4.

4. The initial term of the Agreement is July 1, 2020 through June 30, 2021. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

(i) Cease operations as it applies to the DISTRICT in the notice:
(ii) Take any actions necessary, or the DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for processed commodity, commercial, snack & beverage products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or

agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	$2,000,000
(2) Each Occurrence	$1,000,000
(3) Products/Completed Operations	$1,000,000
(4) Personal and Advertising Injury	$1,000,000
(5) Damage to Rented Premises	$50,000
(6) Medical Expense (any one person)	$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of $2,000,000 per occurrence, unless waived by the DISTRICT.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Delaware, and that Sean C. Leer, whose title is CEO, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the

Gold Star Foods

CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said DISTRICT at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

(2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms,

conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.

19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

By: _____
Signature

John Fogarty
Print Name

Assistant Superintendent, Business Services
Title

July 7, 2020
Date

Irvine Unified School District
Board Approval Date June 23, 2020

CONTRACTOR

By: _____
Signature

Sean C. Leer
Print Name

CEO
Title

6/29/2020
Date

78395
Contractor's License No.

26-1340567
Tax ID No.
(Corporate Seal of Contractor, if corporation)

Gold Star Foods

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
NEWPORT-MESA UNIFIED SCHOOL DISTRICT
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
TUSTIN UNIFIED SCHOOL DISTRICT
Orange County, California

In the interest of public health, the Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Gold Star Foods
Name of Bidder

Signature

4/29/2020
Date

Gold Star Foods

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Gold Star Foods

Name of Contractor

By: _____
Signature

Sean C. Leer
Print Name

CEO
Title

6/29/2020
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintain a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Gold Star Foods
Name of Contractor

Signature

Sean C. Leer
Print Name

CEO
Title

6/29/2020
Date

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District:

I, Gold Star Foods certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Ontario, CA, California on 6/29/2020
Date

Signature

Sean C. Leer
Typed or printed name

CEO
Title

3781 E. Airport Dr. Ontario, CA 91761
Address

909.600.9720
Telephone

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **June 8, 2020 at 9:00 am**

PLACE OF RECEIPT: Irvine Unified School District
Purchasing Department
Attn: Maria Ragas
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products.**

Bid Documents will be made available on May 18, 2020 as a download at https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Mandatory Pre-Bid Conference Call. A mandatory pre-bid conference call will be conducted to answer any questions and explain details regarding bid requirements and scope of work. This mandatory conference call will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions.

Any bidder interested in this bid must participate. Bidders that do not participate for the entirety of the mandatory conference call will be deemed ineligible on this project.

Date: May 27, 2020
Time: 8:15 am
Phone No.: 605-313-5629, Access Code: 723018

Any questions regarding bid documents must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 11:00 am on May 29, 2020.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Maria Ragas
Specialist, Purchasing Contracts

Advertise: Orange County Register; May 18 & 25, 2020

Gold Star Foods

IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 20/21-01NS
South Orange County Purchasing Group – Processed Commodity, Commercial, Snack & Beverage Products

Bid Deadline/Opening: June 8, 2020 at 9:00 am

Contact: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5212
Email: MariaRagas@iusd.org

Gold Star Foods

Required Documents

Please return this sheet with your bid documents

Bid Documents Due at the Submission of the Due Date

- ☑ Bid Form
- ☑ Appendix C - Pricing Sheet Fillable Excel (all pages)
- ☑ Noncollusion Declaration
- ☑ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☑ Certification of Restriction on Lobbying
- ☑ W-9

Other Forms not required until after award

- ☐ Agreement
- ☐ Tobacco Use Policy
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Criminal Records Check Certification
- ☐ Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured)

Gold Star Foods

Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products

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***ITEMS MUST BE SUBMITTED AT THE TIME OF THE BID OPENING, OTHERWIESE THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

Gold Star Foods

INTRODUCTION

BID NO. 20/21-01NS, SOUTH ORANGE COUNTY PURCHASING GROUP - PROCESSED COMMODITY, COMMERCIAL, SNACK & BEVERAGE PRODUCTS

The Irvine Unified School District, acting on behalf of the South Orange County Purchasing Group which includes Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District, is seeking to retain qualified bidders to provide and deliver quality processed commodity, commercial, snack and beverage products for each District's School Nutrition Services Program. The reference to "District" and/or "Districts" shall hereinafter include all four (4) Districts listed above.

A mandatory pre-bid conference call will be conducted to answer any questions and explain details regarding bid requirements and scope of work. This mandatory conference call will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions. Any bidder interested in this bid must participate. Bidders that do not participate for the entirety of the mandatory conference call will be deemed ineligible on this project.

This bid includes products which meet the needs of the four (4) Districts listed above. Products will be delivered to single or multiple locations as specified per Appendix B – District Information & Delivery Sites. This bid covers estimated annual usage utilized by the Districts.

Bidders shall be required to submit a hard copy of their bid as well as one (1) electronic proposal on a Flash Drive. Bidders shall also be required to fill out Appendix C – Pricing Sheet digitally utilizing the protected excel sheet; ***handwritten submittals of Appendix C may deem bidder nonresponsive.*** With that said, Appendix C (digitally filled out) must be included with the hard copy bid submittal. No telegraphic, facsimile, or emailed bid submittals will be accepted.

The initial term of this contract shall be from the time of award through June 30, 2021, with an option for two (2) additional one (1) year renewals.

Questions should be directed to Maria Ragas, Specialist, Purchasing Contracts, Irvine Unified School District as outlined per the Information to Bidders, Interpretation of Bid Documents. Bidders may not contact any other persons or District.

Gold Star Foods

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **June 8, 2020 at 9:00 am**

PLACE OF RECEIPT: Irvine Unified School District
Purchasing Department
Attn: Maria Ragas
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products**.

Bid Documents will be made available on May 18, 2020 as a download at https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps. **Bidders will be responsible for reproducing all documents related to this bid**. All bids shall be made and presented on the forms provided in the bid documents.

Mandatory Pre-Bid Conference Call. A mandatory pre-bid conference call will be conducted to answer any questions and explain details regarding bid requirements and scope of work. This mandatory conference call will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions.

Any bidder interested in this bid must participate. Bidders that do not participate for the entirety of the mandatory conference call will be deemed ineligible on this project.

Date: May 27, 2020
Time: 8:15 am
Phone No.: 605-313-5629, Access Code: 723018

Any questions regarding bid documents must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 11:00 am on May 29, 2020.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Maria Ragas
Specialist, Purchasing Contracts

Advertise: Orange County Register; May 18 & 25, 2020

Gold Star Foods

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	OC Register	May 18, 2020 May 25, 2020
Bid Posted	IUSD Website	May 18, 2020
Mandatory Pre-Bid Conference Call	**Irvine Unified School District** **Phone No.: 605-313-5629** **Access Code: 723018**	May 27, 2020 at 8:15am
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	May 29, 2020 at 11:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before June 2, 2020
Bid Deadline	**Irvine Unified School District** **Attn. Maria Ragas** 5050 Barranca Parkway Irvine, CA 92604	June 8, 2020 at 9:00 am
***Board of Education Action**	Award of Contract	June 23, 2020

*Date is subject to change at the discretion of the District.

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INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, Bid Form Pricing Sheet and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Maria Ragas,** and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the respondent's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. **Bid prices are to include shipping/delivery.**

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents

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may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Maria Ragas at MariaRagas@iusd.org **by May 29, 2020 at 11:00 am**. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed or faxed to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

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10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The award of bid, if made by the District, will be by the action of the District's Governing Board, by category (processed commodity, commercial, snack, beverage and water) outlined in *Appendix C – Pricing Sheet*, to the lowest responsive and responsible bidder. The District reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids.

12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District

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reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	$2,000,000
(b)	Each Occurrence	$1,000,000
(c)	Products/Completed Operations	$1,000,000
(d)	Personal and Advertising Injury	$1,000,000
(e)	Damage to Rented Premises	$50,000
(f)	Medical Expense (any one person)	$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of $2,000,000 per occurrence, unless waived by the DISTRICT.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state

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and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. Manufacturer and Manufacturer ID. Specific manufacturers and manufacturer IDs are required in order to be compatible with District's selected menu. This specification is not intended to restrict competition. Bidders may find discrepancies in the manufacturer IDs given in that the ID may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Please note that the bid is for the same item as specified by designating "New Number" in the Manufacturer ID area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

18. Substitutions. All items bid must conform to the terms and conditions set forth in these bid documents. The Districts reserve the right to reject all bids that do not conform to the bid. The Districts will not accept brand or item substitutions. In preparation for this bid, Districts conducted extensive taste tests in all categories to choose the products that will best meet the needs of the Districts.

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19. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.

20. Delivery of Damaged/Unacceptable Products. District reserves the right to refuse complete shipments if there is any evidence of thawed and/or damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture. Evidence of thawing include and not limited to cases where cases that are not firm, are soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing. Damaged or dented goods/containers will not be accepted.

21. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

22. Delivery. Destination will be designated within the boundaries of each District as specified in Appendix B. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products to ensure prompt delivery and service schedules.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

26. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

27. Piggyback Clause. Other public agencies in the State of California may procure identical items off this bid under the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement between said agency and the successful bidder. Bidder is requested to indicate on the Bid Form if the bidder will permit other public agencies to use the resulting contract. ***Note: delivery services are not piggyback-able.***

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28. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

29. References. Bidders shall list a minimum of four (4) references where bidder has successfully provided the similar type (s) of good and services to another large school district or large corporation at the similar size and scope as the Districts. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for the Districts in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.

30. Public Information. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in bid selection must not be restricted from the public.

31. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

32. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.

Gold Star Foods

b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.

If a domestic product is not available, the successful bidder must contact the District Nutrition Services Director.

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FIRM NAME: Gold Star Foods

ADDRESS: 3781 East Airport Drive

Ontario, CA 91761

TELEPHONE: (909) 843-9600 **FAX:** (909) 843-9618

CONTACT NAME: Sean Leer

E-MAIL ADDRESS: Sean@GoldStarFoods.com

BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

BID NO. 20/21-01NS,

SOUTH ORANGE COUNTY PURCHASING GROUP - PROCESSED COMMODITY, COMMERCIAL, SNACK & BEVERAGE PRODUCTS

FOR

IRVINE UNIFIED SCHOOL DISTRICT
PURCHASING DEPT.
5050 BARRANCA PARKWAY
IRVINE, CA 92604

X

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BID FORM

Bidder Name: Gold Star Foods

To: Irvine Unified School District, Newport-Mesa Unified School District, Tustin Unified School District, and Saddleback Valley Unified School District, acting by and through their Governing Boards herein, called the "Districts."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products

All in strict conformity with the Bid Documents, including Addenda Nos. 1, _____, _____, on file at the Purchasing Department of the Irvine Unified School District for the sums as set forth in Appendix C – Pricing Sheet.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is July 1, 2020 through June 30, 2021. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use

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Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
Sean Leer	3781 East Airport Drive Ontario, CA 91761	909-843-9600 Sean@GoldStarFoods.com
Scott Salmon	3781 East Airport Drive Ontario, CA 91761	909-843-9600 Scott@GoldStarFoods.com

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. **Time is of the essence.**

12. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

Gold Star Foods

a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.

The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

14. **Failure to complete the Bid Form and Appendix C – Pricing Sheet (excel) in its entirety will render a bidder nonresponsive.**

15. **Bid prices are to include shipping/delivery.**

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions. Public agencies shall process their purchase orders and warrants directly to the successful bidder upon agreement between said agency and the successful bidder. Acceptance or rejection of this clause will not affect the outcome of this bid. ***Note: delivery services are not piggyback-able.***

OPTION GRANTED: ✓✓ **OPTION NOT GRANTED:** _____

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17. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide processed commodity, commercial, snack & beverage products as required under Section 29, Information for Bidders.

1. Name: Redlands Unified School District

Address and Telephone: 20 West Lugonia Avenue Redlands, CA 92374
909-307-5366

Contact Person: Betty Crocker

Description of Product: Broadline Customer

2. Name: Pomona Unfied School District

Address and Telephone: 1460 East Holt Avenue Suite 160 Pomona, CA 91767
909-397-4711

Contact Person: Daryl Hickey

Description of Product: Broadline, Produce and Bread Customer

3. Name: Fontana Unified School District

Address and Telephone: 9680 Citrus Avenue Place No 23 Fontana, CA 92335
909-357-5160

Contact Person: Trieste Huey

Description of Product: Broadline Customer

4. Name: Azusa Unified School District

Address and Telephone: 546 South Citrus Avenue Azusa, CA 91702
626-732-4338

Contact Person: Maria Calderon

Description of Product: Broadline and Produce Customer

5. Name: Downey Unified School District

Address and Telephone: PO Box 7017 Downey, CA 90241
562-469-6671

Contact Person: Marc Milton

Description of Product: Broadline Customer

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

****

Partnership Name: N/A

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

****

Corporation Name: Gold Star Foods, Inc
(a Delaware Corporation[1])

Business Address: 3781 East Airport Drive Ontario, CA 91761

Telephone 909-843-9600

Signed by: _____, President Date: 6/4/2020

Print Name: Sean C. Leer, President Date: 6/4/2020

Signed by: _____, Secretary Date: 6/4/2020

Print Name: C. Scott Salmon, Secretary Date: 6/4/2020

****

[1]A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Gold Star Foods

Joint Venturer Name: N/A

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

****

Other Parties to Joint Venturer

If an individual Name: _____

Signed by: N/A

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation Name: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Gold Star Foods

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Cod Section 7106)

The undersigned declares:

I am the Chief Executive Officer [Title] of Gold Star Foods [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/4/2020 [Date], at Ontario [City], California [State].

Signature

Sean Leer
Print Name Chief Executive Officer

Gold Star Foods

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Gold Star Foods
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;

2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Gold Star Foods
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Chief Executive Officer
Signature and Title of Authorized Official

Gold Star Foods

CERTIFICATE OF
RESTRICTIONS ON LOBBYING

I, Sean Leer, hereby certify on behalf (name of offeror) of Gold Star Foods that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 4th day of June, 2020

By: _____
(Signature of authorized official)

Chief Executive Officer
(Title of authorized official)

SAMPLE AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 20__, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to an "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any, thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Appendix C - Pricing Sheet.

4. The initial term of the Agreement is July 1, 2020 through June 30, 2021. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. **Time is of the essence**.

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

(i) Cease operations as it applies to the DISTRICT in the notice:
(ii) Take any actions necessary, or the DISTRICT may direct, for the protection

SAMPLE

Gold Star Foods

and preservation of the work; and

(iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for processed commodity, commercial, snack & beverage products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this

SAMPLE

Gold Star Foods

Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	$2,000,000
(2) Each Occurrence	$1,000,000
(3) Products/Completed Operations	$1,000,000
(4) Personal and Advertising Injury	$1,000,000
(5) Damage to Rented Premises	$50,000
(6) Medical Expense (any one person)	$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of $2,000,000 per occurrence, unless waived by the DISTRICT.

SAMPLE

Gold Star Foods

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the

Gold Star Foods

SAMPLE

CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

(2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms,

SAMPLE

conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.

19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT	CONTRACTOR
By: _____	By: _____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date
Irvine Unified School District Board Approval Date	_____ **Contractor's License No.**
_____	_____
	Tax ID No. (Corporate Seal of Contractor, if corporation)

SAMPLE

Gold Star Foods

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

_____
Name of Bidder

_____
Signature

_____
Date

SAMPLE

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SAMPLE

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

Gold Star Foods

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintain a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

SAMPLE

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

SAMPLE

Gold Star Foods

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

SAMPLE

Gold Star Foods

W-9 FORM

Current Version Available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Gold Star Foods

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GOLD STAR FOODS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3781 EAST AIRPORT DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
ONTARIO, CA 91761

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 6 – 1 3 4 0 5 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Valerie C Brown Date ▶ 6/4/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

APPENDIX A

Scope of Work

The Irvine Unified School District, acting on behalf of the South Orange County Purchasing Group which includes Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District, is seeking to retain qualified bidders to provide and deliver quality processed commodity, commercial, snack and beverage products for each District's School Nutrition Services Program. The reference to "District" and/or "Districts" shall hereinafter include all four (4) Districts listed above.

The initial term of this contract shall be from the time of award through June 30, 2021, with an option for two (2) additional one (1) year renewals.

The intent of this bid is to leverage the collective purchasing power of multiple partners that are geographically connected and have similar product requirements and needs. The estimated annual usage utilized by the Districts in included in the Pricing Sheet. Products will be delivered to single or multiple locations as specified per Appendix B – District Information & Delivery Sites.

The Districts have met over the past 18 months to consolidate the number of items that will be purchased and accurately forecast menu needs. This was accomplished by extensive testing of products to determine which items meet the needs and preferences of all four (4) Districts.

All items bid must conform to the terms and conditions set forth in these bid documents. The Districts reserve the right to reject all bids that do not conform to the bid. The Districts will not accept brand or item substitutions.

General Conditions

1. Each District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.

2. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid. ***The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.***

3. PRICING: The quoted prices shall remain in effect for the initial term of the contract after award of bid, and thereafter for any one year term extension(s). Bid prices are to include **shipping/delivery.** The District shall grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to April 30th of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI)

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for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31st of the given contract renewal.

4. ADDITIONAL ITEMS: During the term of this Agreement, as the need for other products arises or new products are developed, the Districts reserve the right to add items at the percentage markup quoted. The Districts request that bidders list a percentage mark-up as designated in each category in the Pricing Sheet. Upon request, the successful bidder will provide evidence and documentation of cost (at invoice price). The price of such items shall be at the percentage markup quoted and remain the same for all products during the term of the contract and shall be subject to the terms and conditions of this Agreement.

   PRICE ADJUSTMENTS: The District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

5. DISCOUNTINUED AWARDED LINE ITEMS: Awarded bidder(s) are required to immediately notify the District's Nutrition Services Director or its Designee when manufacturers have discontinued awarded line item(s). Official notification via e-mail referencing the bid number and line item number must be submitted. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder(s) shall provide substantiating information when requesting consideration of a substitution as an equal.

6. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.

7. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

8. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

9. FORCE MAJEAURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining,

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delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

11. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

12. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

13. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this bid document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.

14. DRIVING ON PREMISES: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the appropriate District.

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APPENDIX B

Each District's information, delivery sites and times are outlined below.

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Irvine Unified School District

Irvine Unified School District (IUSD) has 40 schools and serves 36,000 students. IUSD is comprised of twenty-four (24) elementary sites, four (4) K-8 sites, six (6) middle schools, and six (6) high schools.

Delivery Sites and Times:

Twice a week delivery between 6:00 am - 12:00 pm:	
IUSD Central Kitchen	3387 Barranca Pkwy Irvine, CA 92606

Once a week delivery between 6:00 am - 12:00pam:	
Jeffrey Trail Middle School	155 Visions Irvine, CA 92620
Lakeside Middle School	3 Lemongrass Irvine, CA 92604
Rancho San Joaquin Middle School	4861 Michelson Dr. Irvine, CA 92612
Sierra Vista Middle School	2 Liberty Irvine, CA 92620
South Lake Middle School	655 West Yale Loop Irvine, CA 92614
Venado Middle School	4 Deerfield Avenue Irvine, CA 92604
Irvine High School	4321 Walnut Avenue Irvine, CA 92604
Northwood High School	4515 Portola Parkway Irvine, CA 92620
Portola High School	1001 Cadence Irvine, CA 92618
University High School	4771 Campus Drive Irvine, CA 92612
Woodbridge High School	2 Meadowbrook Irvine, CA 92604

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Newport-Mesa Unified School District

Newport-Mesa Unified School District is a public preschool through high school District serving 21,000 students at 32 schools in the cities of Costa Mesa, Newport Beach and Corona del Mar.

Delivery Sites and Times:

Twice a week delivery between 6:00 am - 11:00 am:	
Nutrition Services Warehouse	2985 Bear Street Bldg. B Costa Mesa 92626

Once a week delivery between 6:00 am - 11:00 am:	
Corona del Mar High School	2101 Eastbluff Drive Newport Beach 92660
Costa Mesa High School	2650 Fairview Road Costa Mesa 92626
Estancia High School	2323 Placentia Avenue Costa Mesa 92627
Newport Harbor High School	600 Irvine Avenue Newport Beach 92663
Ensign Intermediate School	2000 Cliff Drive Newport Beach 92663
TeWinkle Middle School	3224 California Avenue Costa Mesa 92626

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Saddleback Valley Unified School District

Saddleback Valley Unified School District (SVUSD) serves 26,500 students and is comprised of 34 school sites, Elementary, Intermediate, and High School. The District boundaries encompass the cities of Mission Viejo, Lake Forest, Laguna Hills, Laguna Woods, Rancho Santa Margarita, Foothill Ranch and Trabuco Canyon.

Delivery Sites and Times:

All deliveries are made to one (1) location, SVUSD Nutrition Center Warehouse.

Bi-weekly delivery between 5:00 am - 10:00 am:	
Nutrition Center Warehouse	25566 Peter A. Harman Way Mission Viejo, CA 92691

Tustin Unified School District

Tustin Unified School District has 28 schools and serves 23,000 students. Tustin is comprised of sixteen (16) elementary sites, two (2) K-8 sites, five (5) middle schools, one (1) new 6-12 grade school, one (1) continuation high school and three (3) high schools. Pioneer Middle school is the central kitchen which prepares all the elementary site meals. Because of limited space at Pioneer it is important that the ***delivery arrives before 7am***.

Delivery Sites and Times:

Daily delivery before 7:00 am:	
Pioneer Middle School	2700 Pioneer Road Tustin, CA. 92782

Once a week delivery between 6:00 am - 11:00 am:	
Columbus Tustin Middle School	17952 Beneta Way Tustin, CA 92780
Hewes Middle School	13232 Hewes Ave Santa Ana CA 92705
Orchard Hills School	11555 Culver Drive Irvine, CA 92602
Sycamore Magnet Academy	1402 Sycamore Ave Tustin, CA 92780
UTT Middle School	13601 Browning Ave Tustin, CA 92780
Beckman High School	3588 Bryan Ave Irvine, CA 92602
Foothill High School	19251 Dodge Ave Santa Ana, CA 92705
Tustin High School	1171 El Camino Real Tustin, CA 92780
Tustin USD Warehouse	1302 Service Road Tustin, CA 92780

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APPENDIX C

Pricing Sheet

The Pricing Sheet is attached hereto but should NOT be filled out; bidder **must** digitally fill out the protected excel Pricing Sheet provided as a separate document.

Bidders shall be required to submit a hard copy of their bid as well as one (1) electronic proposal on a Flash Drive. ***Handwritten submittals of Appendix C may deem bidder nonresponsive.*** With that said, Appendix C (digitally filled out) must be included with the hard copy bid submittal.

Bidders should type in "No Bid" for line items that bidder is not bidding on.

Please Note: ***Bid prices are to include shipping/delivery.***

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Bid No. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack and Beverage Products

Category No. 1 - Processed Commodity

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	VEGETARIAN REFRIED BEANS	Santiago	54914	6/27OZ	720	$ 27.08	$ 27.99
2	THREE BEAN VEGETABLE CHILI	JTM	5383	6/5LB	250	$ 53.03	$ 54.66
3	ALL AMERICAN BURGER IW	Integrated	C47007	50/4.25OZ	500	$ 32.60	$ 34.45
4	CLASSIC BURGER IW	Don Lee Farms	QHB425	75/4.25OZ	900	$ 46.94	$ 48.69
5	SMOKEY GRILLED BEEF PATTY	Advance Pierre	9617	100/3OZ	2900	$ 20.25	$ 20.85
6	BEEF PATTY	Advance Pierre	3771	135/2.45OZ	200	$ 14.61	$ 15.21
7	CHEESEBURGER SLIDERS	Integrated	C47220	75/4.35OZ	1700	$ 54.24	$ 56.24
8	CLASSIC CHEESEBURGER IW	Don Lee Farms	QCB475	75/4.2OZ	400	$ 55.00	$ 56.00
9	BF TERIYAKI SLAM DUNKERS	Don Lee Farms	CNQTD0753	160/3OZ	520	$ 19.25	$ 19.75
10	BEEF TACO STICK IW	Integrated	C45019	50/4.6OZ	1000	$ 40.09	$ 42.09
11	BEEF PHILLY STEAK	JTM	CP5813	6/5LB	100	$ 65.50	$ 65.50
12	HONEY BBQ GRLD BF RIBBQ	Advance Pierre	3716	100/3.25OZ	100	$ 27.34	$ 28.09
13	MEATLOAF CHS KETCHUP FC	Advance Pierre	69190	100/2.9OZ	105	$ 39.99	$ 41.49
14	BF SAUS ON WG BISCUIT IW	Advance Pierre	10577	100/3.1OZ	115	$ 41.62	$ 42.62
15	BEEF SAUSAGE PATTY	Advance Pierre	10000009685	250/1.2OZ	1450	$ 28.00	$ 28.75
16	RF BEEF TACO FILLING Allergen Free	JTM	CP5249	6/5LB	500	$ 29.97	$ 30.97
17	WG DOUBLE CHOC CHIP MUFFIN IW	Buena Vista	60941	100/3.5OZ	120	$ 45.82	$ 47.23
18	EGG CHS TKY SAU WRAP IW	Los Cabos	97892	72/ 3.6OZ	375	$ 44.63	$ 46.07
19	WG ULTRA BEAN & CHS BURRITO WG IW	Los Cabos	71571	80/ 5.5OZ	175	$ 57.15	$ 59.03
20	WG BEAN & CHEESE BURRITO BULK	Los Cabos	64341	72/3.95OZ	100	$ 37.25	$ 38.45
21	WG BEAN & CHEESE BURRITO IW	Los Cabos	97576	96/5.2OZ	904	$ 58.94	$ 60.87
22	WG XTREME BEAN&CHS BURRITO TRAD IW	Los Cabos	71662	96/5.2OZ	320	$ 60.14	$ 62.10
23	MUCHO QUESAO JALP CHEESE CUP	Land O Lakes	39912	140/3OZ	100	$ 62.35	$ 64.67
24	ALFREDO SAUCE RF	JTM	5722	6/5LB	100	$ 48.58	$ 50.44
25	WG CHEESE ENCHILADAS	Fernandos	5280	112/2.35OZ	215	$ 33.34	$ 34.54
26	WG RF GRILLED CHEESE IW	Integrated	C108000	72/4.19OZ	275	$ 42.78	$ 44.51
27	CIABATA CHEESE MELT IW	Eastside Entrees	16944	96/3.9OZ	200	$ 75.26	$ 78.12
28	WG ROTINI W/ MEAT SAUCE	JTM	CP5591	6/5LB	100	$ 39.54	$ 41.04
29	WG CHEESE LASAGNA ROLL UP	Tasty Brands	00801WG	110/4.30OZ	110	$ 63.66	$ 66.13
30	WG JUMBO CHEESE RAVIOLI	Tasty Brands	00804WG	324/1.26OZ	195	$ 62.32	$ 64.43
31	MACARONI & CHEESE RF	Rose & Shore	850-TRAY	45/8OZ	555	$ 43.73	$ 45.26
32	MAC & CHEESE W/ WG	Land O Lakes	43292	6/5LB	775	$ 45.02	$ 46.81
33	ALFREDO WG PENNE PASTA	JTM	5764	6/5LB	600	$ 50.20	$ 51.97
34	WG 6" GARLIC CHEESE TOAST IW	Tony Roberts	66257	60/4.5OZ	360	$ 43.74	$ 45.43
35	7" WG PEPP MOZZ STFFD PZZ	Boscos	702372-1120	72CT	3375	$ 33.77	$ 34.96
36	PRIMO 16" WG PAR BKED 4 CHEESE	Big Daddy's	68591	9/41.5OZ	1300	$ 48.24	$ 50.19
37	WG TRKY PEPPRNI CHS CALZONE IW	Buena Vista	50721	80/5.5OZ	250	$ 71.01	$ 73.58
38	4x6 SMART WG CHEESE 100%	Tony's	78697	96/4.5OZ	1400	$ 31.65	$ 33.09
39	51% WG 4"RND GALAXY CHS PZA IW	Tony's	78366	72/4.56OZ	555	$ 42.21	$ 43.88

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Category No. 1 - Processed Commodity

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
40	6 WG RF MOZZ CHS STICK	Boscos	7020111120	144CT	110	$ 40.06	$ 41.72
41	MAX STIX WG 100% MOZZ IW	The Max	77387-12600	84/2CT	380	$ 54.41	$ 56.58
42	CHEESE STUFFED STICKS	Schwan's Beacon Street	73338	200/2.1OZ	590	$ 42.05	$ 43.86
43	PEPP STUFFD SNDWICH	Schwan's Beacon Street	78376	48/4.46OZ	950	$ 30.87	$ 31.97
44	MINI CHEESE CALZONE	Tools for Schools	8074B	144/1.67OZ	1200	$ 33.73	$ 34.35
45	WG WEDGE PIZZA CHS PIZZA IW	Wild Mikes	90501	90/5.49OZ	350	$ 68.79	$ 71.44
46	WW PIZZA CHEESE CRUNCHER	Richs	65225	8/3.125LB	150	$ 52.00	$ 54.03
47	TWICE GRILLED CHS QUES IW	Integrated	C362000	100/4.11OZ	100	$ 66.86	$ 69.50
48	BEAN & CHEESE CHALUPIA IW	Integrated	C827051	72/3.82OZ	150	$ 57.89	$ 59.88
49	SHRED MILD CHEDDAR CHSE	Land O Lakes	41749	4/5LB PCH	1135	$ 17.01	$ 18.51
50	SHRED MOZZARELLA CHEESE	Land O Lakes	41698	4/5LB PCH	215	$ 16.78	$ 18.27
51	SL AMERICAN CHEESE	Land O Lakes	46255	6/5LB PCH	680	$ 28.15	$ 30.07
52	RF MILD CHEDDAR CHEESE SLICES	Land O Lakes	44224	8/1.5LB	100	$ 22.94	$ 23.97
53	RF SWISS CHEESE SLICES	Land O Lakes	44261	8/1.5LB	195	$ 22.95	$ 23.97
54	STRING CHEESE	Land O Lakes	59701	168/1OZ	2755	$ 16.19	$ 17.20
55	BEAN CHILI CHEESE TAMALE IN HUSK	Michael B's Bestway	TBC11	72/5.5OZ	100	$ 82.91	$ 84.37
56	GLUTEN FREE TERIYAKI CHICKEN	Yangs	8-52724-15559-3	6/5LB	330	$ 107.89	$ 111.83
57	WG MANDARIN ORANGE CHICKEN	Yangs	8-52724-15552-4	6/5LB	371	$ 122.35	$ 126.52
58	POCPORN ORANGE CHICKEN	Yangs	8-52724-00072-5	14.5LB	650	$ 19.13	$ 19.71
59	CHICKEN RICE CHS BURRITO IW	Michael B's Bestway	CRHB75	80/5075OZ	140	$ 78.03	$ 79.30
60	BUFFALO CHICKEN DRUMSTICK FC DARK	Tyson	10004130928	30LB	280	$ 62.41	$ 64.96
61	DK WG BREAD TRAD DRUMSTICKS	Tyson	16660100928	108/4.4OZ	740	$ 68.27	$ 71.01
62	DK CHICKEN MEATBALL	Tyson	10197770328	2/5LB	525	$ 16.99	$ 17.81
63	H&S WG CHICKEN BREAST CHUNKS	Tyson	10703720928	6/ 5 LB	140	$ 77.17	$ 80.42
64	WG BRD CRISPY NUGGETS	Tyson	10703640928	32.81LB	935	$ 46.60	$ 48.44
65	WG CRISPY CHICKEN CHUNK	Tyson	10703620928	30LB	1500	$ 71.91	$ 75.00
66	WG BRD CRISPY PATTIES	Tyson	10703040928	148/3.54OZ	475	$ 46.61	$ 48.45
67	WG BRD SPICY CHICKEN PATTIES	Tyson	10703140928	148/3.53OZ	410	$ 47.37	$ 49.24
68	WG CRISPY CHICKEN BREAST FILLET	Tyson	10703000928	120/4OZ	150	$ 89.16	$ 92.73
69	WG HOT&SPICY BRD CHICKEN PATTIES	Tyson	10055670928	148/3.26OZ	800	$ 48.91	$ 51.14
70	WG POPCORN CHICKEN	Tyson	10703680928	32.79LB	585	$ 48.48	$ 50.38
71	1/2" LS PULLED 65/35 CHICKEN	Tyson	10460210928	2/5LB	1350	$ 22.27	$ 23.35
72	CHICKEN FAJITA	Tyson	10035220928	8/4.99 LB	215	$ 90.04	$ 94.31
73	CHICKEN & CHEESE TAMALE IN FOIL	Michael B's Bestway	TAC32F	72/505OZ	125	$ 85.90	$ 87.51
74	WG BRD SPICY TENDERS	Tyson	10703440928	31.86LB	100	$ 45.99	$ 47.80
75	WG CRISPY TENDERS	Tyson	10703340928	4/7.965 LB	1200	$ 43.39	$ 45.12
76	WG GLAZED CINN FRENCH TOAST IW	Sunny Fresh	40091	110/2.9OZ	275	$ 58.29	$ 60.15
77	GRILLED EGG PATTIES	Sunny Fresh	40710	369/1.25OZ	205	MFG DISC	MFG DISC
78	PRE COOKED SCRAMBLED EGGS	Sunny Fresh	40927	4/5LB	240	MFG DISC	MFG DISC

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Category No. 1 - Processed Commodity

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
79	WG GLAZED CINN FRENCH TOAST	Sunny Fresh	40090	130/2.9OZ	250	$ 57.20	$ 59.05
80	HARD COOKED EGGS PILLOW PACK	Sunny Fresh	51039	12/6CT	100	$ 22.58	$ 23.39
81	COLBY CHEESE OMELET PRE COOKED	Sunny Fresh	40176	225/2.1OZ	102	$ 73.29	$ 75.85
82	WG COFFEE CAKE IW	Buena Vista	90040	72/4OZ	600	$ 41.32	$ 42.61
83	LITE RANCH NO MSG	Garden Banner	GB2180	4/1GAL	175	$ 26.50	$ 27.45
84	WG SWEET POT CHOCOHIP MUFF TOP	Buena Vista	63218	120/2.5oz	100	$ 48.07	$ 49.59
85	FLAT BREAD FIRED 6x6 WG	Richs	14010	192/2 OZ	175	$ 39.99	$ 41.29
86	WG PB & GRAPE UNCRUSTABLE	Smuckers	5150006960	72/2.6OZ	295	$ 37.97	$ 39.22
87	WG PB & STRAW UNCRUSTABLE	Smuckers	5150006961	72/2.6OZ	220	$ 39.80	$ 41.10
88	WG PB& GRAPE UNCRUSTABLE LRG	Smuckers	5150021027	72/5.3OZ	275	$ 69.24	$ 71.50
89	WG PB& STRAW UNCRUSTABLE LRG	Smuckers	5150021028	72/5.3OZ	185	$ 70.68	$ 73.05
90	BACON & CHS EGG STRAVAGANZA	Sunny Fresh	40928	4/5LB	315	$ 52.83	$ 54.68
91	CRISPY BAKEABLE CRINKLE CUT	McCain	1000007470	6/5LB	1875	$ 27.73	$ 28.76
92	SEASONED POTATO CUBES	Redstone Canyon	MCL03624	6/5LB	300	$ 19.34	$ 20.12
93	POTATO PEARLS	Basic American	76468	12/28OZ	295	$ 39.89	$ 41.33
94	SPICY SKIN ON SPIRALS	McCain	MCL03622	6/4LB	805	$ 18.39	$ 19.10
95	SEASONED STRAIGHT CUT FRY 3/8"	McCain	MCX03621	6/5LB	1200	$ 18.81	$ 19.58
96	PLAIN POTATO TATER TOTS	ORE-IDA	OIF00215A	6/5LB	1025	$ 17.09	$ 17.81
97	CRISPY SEASONED WEDGES 8-CUT	McCain	1000000496	6/5LB	620	$ 23.28	$ 24.18
98	SUNFLWR BUTTER & GRP JELLY SAND	Sunwise Foods	12228	96/2.8OZ	500	$ 58.96	$ 61.11
99	BBQ SAUCE DUNK CUPS	Red Gold	REDOA1Z	250/1OZ	300	$ 26.77	$ 27.59
100	100% NATURAL KETCHUP	Red Gold	REDYL9G	1000/9GR	700	$ 16.72	$ 17.29
101	FANCY 33% KETCHUP	Red Gold	REDY599	6/#10	175	$ 20.41	$ 21.16
102	PRE-COOKED SLICED TURKEY BACON	Jennie O	271106	12/50CT	100	$ 87.54	$ 90.42
103	EXTRA LEAN SLICED TURKEY HAM	Jennie O	2565	12/1LB	360	$ 29.67	$ 31.05
104	TURKEY HAM SUN SIDE SANDWICH IW	Rose & Shore	SSU248WC	48/4.25OZ	225	$ 49.38	$ 51.12
105	WG TURKEY SAUSAGE BREAKFAST PIZZA	Tony's	63912	128/3031OZ	400	$ 40.20	$ 41.60
106	WG TURKEY PEPP STUFFED SANDWCH IW	Schwan's Beacon Street	78377	24/4.46 OZ	3475	$ 17.08	$ 17.68
107	PRE COOKED SAUSAGE PATTY	Jennie O	6132	160CT	100	$ 29.49	$ 30.72
108	TURKEY SL THICK CUT OVEN ROAST	Cargill Meat	700369	6/5LB	100	$ 98.60	$ 102.72
109	ALL NATURAL OVEN RST TURKEY BREAST SL	Jennie O	2318-12	6/2LB	400	$ 61.09	$ 63.76
110	PRE SLICED BROWNED TRKY STEAK	Jennie O	2303-24	4/6.17LB	325	$ 83.13	$ 86.61
111	PRE-COOKED TURKEY TACO MEAT	Jennie O	2856-28	4/7LB	505	$ 53.09	$ 55.68
112	YAKISOBA NOODLES	Asian Food Solutions	22001WG	4/5.15LB	275	$ 36.42	$ 37.54

Night Drop Discount Offered by Manufacturer:	N/A
Percentage Mark-Up from manufacturer's invoice for items not listed on Processed Commodity Pricing Sheet:	15%-18%

Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	CHOW MEIN CRUNCHY NOODLE	LA CHOY	44300-12620	6/24OZ	100	$ 29.58	$ 30.18
2	CHOW MEIN NOODLE	Yangs	8-52724-00301-6	14LB	265	$ 22.04	$ 22.49
3	FORTUNE COOKIE	Peking Noodle	7050KIDS	7LB	330	$ 16.23	$ 16.56
4	WG 100% VEG FRIED RICE	MINH	69074	6/5# BAGS	200	$ 53.99	$ 55.09
5	51% WG ARTISAN ROLL IW	Gold Star Foods	112963342	144/2OZ	1900	$ 25.50	$ 26.02
6	CIABATTA ROLL SLICED	Shannons	SB-480	144/2OZ	125	$ 49.59	$ 50.60
7	HONEY WHEAT BISCUIT	Bridgford	6285	100/2.25OZ	100	$ 28.25	$ 28.83
8	TRIPLE BERRY CRUNCH BAR	Fathers Table	01194	120/2.25OZ	100	$ 44.91	$ 45.83
9	WG CHEESE & GARLIC BRDSTICK BULK	Golden Crust	3620	180/2OZ	220	$ 41.65	$ 42.50
10	WG RF GARLIC TEXAS TOAST IW	Bake Crafters	1616	120/1.31OZ	300	$ 48.86	$ 49.86
11	WG RF GARLIC TEXAS TOAST BULK	Bake Crafters	1605	120/1.31OZ	480	$ 27.22	$ 27.78
12	WG SUPER STAR CORN MUFFIN IW	Daves	260	90/2.55OZ	280	$ 31.05	$ 31.68
13	SUPER STARS POWDERED	Super Bakery	9202	160/1.3OZ	200	$ 37.80	$ 38.57
14	WHITE WHEAT FLOUR	Gold Medal	58034	50LB	55	$ 14.85	$ 15.15
15	6" ALL NATURAL BF FRANKS 8/1	Eisenberg	35596-0119	2/5LB	1000	$ 40.70	$ 41.53
16	BENEFIT BRKFST BAR BAN/CHOC IW	J & J Snack Foods	40402	48/2.5OZ	550	$ 18.99	$ 19.38
17	BENEFIT BRKFST BAR OAT/CHOC IW	J & J Snack Foods	40401	48/2.5OZ	500	$ 18.99	$ 19.38
18	BENEFIT BRKFST BAR OTML CHCHIP IW	J & J Snack Foods	40454	96/1.25OZ	700	$ 22.51	$ 22.97
19	BENEFIT BRKFST BAR FRENCH TOAST IW	J & J Snack Foods	40404	48/2.5OZ	200	$ 18.99	$ 19.38
20	MINI PANCAKES MAPLE BURST'N IW	Pillsbury	37732	72/3.17OZ	2625	$ 26.91	$ 27.46
21	MINI PANCAKES STRBRY SPLSH IW	Pillsbury	37731	72/3.17OZ	120	$ 26.91	$ 27.46
22	WG MINI BRFST MINI BITES APPLE	Bake Crafters	1716	72/2.75OZ	375	$ 33.53	$ 34.21
23	51% HONEY WHEAT BREAKFAST BAR	Sky Blue Foods	HWB5172	72/2.8OZ	150	$ 27.59	$ 28.15
24	51% WW BREAKFAST BUN IW	Sky Blue Foods	WWB5160	60/2.6OZ	1200	$ 24.75	$ 25.26
25	WG BANANA BREAD SQUARE IW	Daves	350	28/3.6OZ	650	$ 14.09	$ 14.38
26	WG WAFFLES MAPLE	Bake Crafters	1556	144/1.4OZ	300	$ 24.33	$ 24.83
27	WG BANANA MINI LOAF IW	Daves	WG4004	72/2OZ	300	$ 18.95	$ 19.34
28	WG BELGIAN WAFFLE STICKS	Krusteaz	8615140333	216/.78OZ	300	$ 42.87	$ 43.74
29	WG BELGIAN WAFFLES	Krusteaz	8615180483	72/2.5OZ	150	$ 31.64	$ 32.29
30	WG CHOC CHIP MINI MUFFIN IW	Daves	WG385	90/1.9OZ	600	$ 25.26	$ 25.78
31	WG CHOC CHIP MUFFIN IW	Daves	WG825	60/3.15OZ	1500	$ 26.32	$ 26.86
32	WG BLUEBERRY MUFFIN IW	Daves	WG829	60/3.15OZ	900	$ 26.32	$ 26.86
33	WG CROISSANT ROUND SLICED	Bake Crafters	3286	80/2.2OZ	1150	$ 28.99	$ 29.58
34	WG CRUMB SQUARE IW	Daves	325	45/2.2OZ	300	$ 17.37	$ 17.72
35	WG ENGLISH MUFFIN SLICED	Papa Pita Bakery	5861	144/2.2OZ	200	$ 20.50	$ 21.50
36	WG FRENCH TOAST STICKS	Bake Crafters	447	5/2LB	1975	$ 21.89	$ 22.34
37	WG FRENCH TOAST STICKS IW	Bake Crafters	449	88/3OZ	150	$ 47.47	$ 48.44
38	WG HONEY LEMON LOAF IW	Lupitas	1500	96/2.25OZ	275	$ 46.55	$ 47.50
39	WG MINI DONUTS CHOC ENROBED	Bake Crafters	1929	72/3.2OZ	200	$ 41.19	$ 42.03

Gold Star Foods

Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
40	WG MINI DONUTS WHTE POWDERED	Bake Crafters	1931	72/3.2OZ	200	$ 39.49	$ 40.30
41	WG TWIN BAR IW	Daves	WG1001	72/2.5OZ	100	$ 24.85	$ 25.36
42	WG WHITE BAGELS IW	Lenders	7680000075	72/2OZ	250	$ 25.31	$ 25.83
43	WG WHITE WHEAT BAGEL IW	Tony ROberts	19322	72/3OZ	830	$ 25.20	$ 25.71
44	WG WHITE WHEAT BAGEL BULK	Tony ROberts	19231	72/2.24 OZ	710	$ 18.42	$ 18.80
45	WHITE WHEAT CNNMN ROLL DOUGH	Bridgford	6719	144/2.5 OZ	150	$ 37.78	$ 38.55
46	CINNAMON ROLL	Bake Crafters	1263	72/3.5 OZ	750	$ 39.98	$ 40.80
47	WW BANANA BREAD SLICE	Super Bakery	6071	70/3.4OZ	325	$ 42.33	$ 43.19
48	WG CHOCO CHIP SCONE DOUGH	Fat Cat Scones	WGCC96-2GB	96/3 OZ	450	$ 39.99	$ 40.81
49	COCOA PUFFS CEREAL BAR	General Mills	45577	96/1.42OZ	115	$ 26.31	$ 26.85
50	25% LSS SUG COCOA PUFFS BOWLPK	General Mills	31888	96/1.06OZ	360	$ 20.22	$ 20.63
51	25% LSS SUGAR TRIX BOWLPAK	General Mills	31922	96/1OZ	465	$ 20.22	$ 20.63
52	2GO CUPS CINN TOAST CRUNCH	General Mills	28932	60/2OZ	1100	$ 24.81	$ 25.32
53	CHEERIOS BOWLPACK	General Mills	32262	96/1OZ	220	$ 20.22	$ 20.63
54	FRUITY CHEERIOS BOWLPAK	General Mills	31916	96/1.06OZ	175	$ 20.22	$ 20.63
55	HONEY NUT CHEERIOS CEREAL	General Mills	11918	96/1OZ	150	$ 20.22	$ 20.63
56	HONEY NUT CHEERIOS CEREAL CUP	General Mills	14882	60/2OZ	25	$ 24.81	$ 25.32
57	RED SUG CINNAMON TOAST CRUNCH	General Mills	29444	96/1OZ	900	$ 20.22	$ 20.63
58	RICE CHEX BOWLPAK	General Mills	31921	96/1OZ	210	$ 20.22	$ 20.63
59	FROSTED MINI WHEATS CEREAL	Kelloggs	38000-04996	96CT/10Z	360	$ 21.64	$ 22.08
60	GRANOLA CEREAL BULK	Fieldstone	9799	4/50OZ	385	$ 39.59	$ 40.40
61	GRANOLA OATS & HONEY CEREAL	Nature Valley	16000-27111	4/50 OZ	730	$ 44.04	$ 44.94
62	HONEY GRAHAM TOASTERS BOWL	Malt O Meal	04515	96/1OZ	400	$ 18.59	$ 18.97
63	HONEY SCOOTERS BOWL	Malt O Meal	27597	96/1OZ	350	$ 18.59	$ 18.97
64	PRO PROTEIN W/SNFLU GRNLA IW	Rockin'Ola	4223	175/1.5OZ	200	$ 79.82	$ 81.45
65	RED SUG FROSTED FLAKES	Kelloggs	38000-54998	96/1OZ	430	$ 21.64	$ 22.08
66	WG CINNAMON TOASTERS LG BOWL	Malt O Meal	13820	48/2OZ	375	$ 18.99	$ 19.38
67	WG CINNAMON TWISTERS BOWL	Malt O Meal	03915	96/1OZ	450	$ 18.59	$ 18.97
68	WG HONEY SCOOTERS LG BOWL	Malt O Meal	08676	48/2OZ	100	$ 18.99	$ 19.38
69	ALPHA BITS BOWL	Malt O Meal	27176	96/1OZ	575	$ 18.59	$ 18.97
70	FRST SHREDDED WHEAT LG BOWL	Malt O Meal	27149	48/2OZ	100	$ 18.99	$ 19.38
71	WG CINNAMON POPTART FROSTED IW	Kelloggs	38000-55125	72/3.52OZ	430	$ 34.82	$ 35.53
72	WG FROSTED CINN POP TART FRSTD	Kelloggs	38000-55122	120/1.76OZ	250	$ 39.77	$ 40.58
73	WG STRAWBERRY POPTART FRSTD	Kelloggs	38000-55130	120/1.76OZ	625	$ 39.77	$ 40.58
74	WG STRAWBERRY POPTART FRSTD IW	Kelloggs	38000-55133	72/3.53OZ	400	$ 34.82	$ 35.53
75	PANCAKE TRKY SAUS ON A STICK	Tyson/JimmyDean	10000070613	40/2.51OZ	600	$ 14.97	$ 15.28
76	WG TURKEY BREAKFAST ON A STICK	Foster Farms	94113	60/2.67OZ	400	$ 22.11	$ 22.56
77	SHAMROCK COOKIE IW	Buena Vista	72920	150/1OZ	130	$ 36.26	$ 37.00
78	TURKEY COOKIE IW	Buena Vista	73720	150/1OZ	130	$ 36.26	$ 37.00

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Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
79	PINK HEART COOKIE IW	Buena Vista	73820	150/1OZ	130	$ 36.26	$ 37.00
80	WG BROWNIE IW	Buena Vista	82220	96/2OZ	125	$ 38.01	$ 38.79
81	WG CHOC CHIP BROWNIE BITE IW	Buena Vista	83330	225/2.1OZ	600	$ 38.01	$ 38.79
82	WG CHOC CHIP COOKIE - IW	Fat Cat Scones	WGCCC140-1SW	140/1.3OZ	800	$ 38.59	$ 39.38
83	WG CELEBRATION COOKIE	Fat Cat Scones	WGCELC140-1SW	168/1.75OZ	100	$ 38.59	$ 39.38
84	WG CHRISTMAS TREE COOKIE IW	Buena Vista	71220	150/1.1OZ	130	$ 36.26	$ 37.00
85	WG PUMPKIN COOKIE IW	Buena Vista	72820	150/1OZ	130	$ 36.26	$ 37.00
86	WG RF C/CHIP COOKIE IW	Buena Vista	79010	200/1.0OZ	400	$ 41.52	$ 42.37
87	WG RF CHOCCHIP COOKIE IW	Buena Vista	79015	120/1.5OZ	2535	$ 34.39	$ 35.09
88	WG RF SUGAR COOKIE IW	Buena Vista	79815	120/1.5OZ	100	$ 33.33	$ 34.01
89	WG CANDY COOKIE IW	Buena Vista	79715	120/1.5OZ	950	$ 35.96	$ 36.69
90	WG RF CHOC/CHIP COOKIE DOUGH	Buena Vista	78015	216/1.5OZ	620	$ 40.94	$ 41.78
91	CHICKEN DOUBLE DOG IW	Michael B's Bestway	DD400	60/4OZ	415	$ 51.99	$ 53.05
92	WG LF CHICKEN CORN DOG IW	Foster Farms	94124	96/4OZ	675	$ 47.44	$ 48.41
93	WINGS OF FIRE	Tyson	10052550928	2/5LB	600	$ 45.85	$ 46.79
94	1/2" CARTWHEEL DILL CHIPS	Homeade	1501	4/1GAL	100	$ 19.95	$ 20.36
95	BBQ SAUCE PACKETS	Americana	7160370024400	200/12GM	300	$ 5.70	$ 5.82
96	CREAM CHEESE CUPS	Hahns	FG83405	100/1OZ	800	$ 15.99	$ 16.32
97	CREAMY CAESAR DRESSING IW	Marzetti	82000	60/1.5OZ	275	$ 12.58	$ 12.84
98	CREAMY RANCH PACKETS	Kraft	64969	200/7/16OZ	800	$ 15.88	$ 16.20
99	CUBE SEASONED CROUTONS IW	Fresh Gourmet	74470	250/.25OZ	100	$ 16.92	$ 17.27
100	RANCH DRESSING CUPS	Marzetti	83984	120/1OZ	500	$ 15.73	$ 16.05
101	HOMESTYLE RANCH DRESSING	Kens Foods	KEO777	4/1GL	100	$ 36.61	$ 37.36
102	HOT SAUCE PACKETS	Tapatio	7788500193	500/7GR	400	$ 24.48	$ 24.98
103	KETCHUP JUG	Heinz	130005149100	6/7.2 LB	125	$ 30.58	$ 31.20
104	KETCHUP POUCH	Heinz	515501	2/2.5GAL	100	$ 17.08	$ 14.46
105	LITE SOY SAUCE PACKETS	Kikkoman International	0120	200/6ML	400	$ 10.40	$ 10.61
106	LS TAJIN SEASON PACKETS	Tajin	28805	1000/.035OZ	315	$ 42.37	$ 43.23
107	MARINARA SAUCE	Angela Mia	27000-39125	6/#10	275	$ 38.13	$ 38.91
108	MAYONNAISE PACKET	Portion Pak	7160372157000	200/9GM	490	$ 8.48	$ 8.65
109	MUSTARD PACKETS	Americana	7160377605300	500/5.5GM	300	$ 6.67	$ 6.81
110	RANCH PACKETS	Americana	7160370023800	200/12GM	450	$ 6.90	$ 7.04
111	IMITATION MAPLE SYRUP	CalMaid	1012	4/1 GAL	120	$ 19.88	$ 20.29
112	MAPLE SYRUP PACKETS	Americana	7160370022400	100/1OZ	200	$ 5.65	$ 5.77
113	PANCAKE SYRUP CUP	Madeira Farms	7160371396000	100/1.5OZ	2000	$ 9.91	$ 10.11
114	SESAME ORIENTAL DRESSING IW	Marzetti	81290	60/1.5OZ	165	$ 12.69	$ 12.95
115	SRIRACHA HOT CHILI SAUCE	Huy Fong	CHILI100	500/9GM	100	$ 12.28	$ 12.53
116	TACO SAUCE PACKETS IW	Sona Hollen	13661	500/9GM	120	$ 11.55	$ 11.79
117	WG CROUTON	Marzetti	85360	2.5LB	330	$ 5.42	$ 5.53

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Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
118	ALL SPORT BITES WG CHOCOLATE	MJM	512150	150/1OZ	600	$ 27.59	$ 28.15
119	ALL SPORT BITES WG VANILLA	MJM	514150	150/1OZ	600	$ 24.67	$ 25.17
120	SAVORY WHEAT CRACKERS	MJM	781100	100/2OZ	1500	$ 28.54	$ 29.12
121	SCOOBY DOO GRAHAM STIX IW	Kelloggs	30100-50689	210/1OZ	475	$ 42.64	$ 43.51
122	WG CHEDDAR GOLDFISH CRACKERS	Pepperidge Farms	18105/484764	300/.75OZ	700	$ 53.30	$ 54.39
123	WG CHEEZ-IT CRACKER IW	Kelloggs	24100-79263	175/.75OZ	600	$ 28.38	$ 28.96
124	WG CINNAMON GRAHAMS	MJM	308151	150/3 CT	800	$ 17.88	$ 18.24
125	WG GIANT GOLDFISH GRAHAMS	Pepperidge Farms	26830	300/.9OZ	200	$ 45.68	$ 46.61
126	WG HONEY GRAHAMS/WFIBER IW	MJM	300151	150/1OZ	400	$ 17.75	$ 18.11
127	ZESTA SALTINES	Keebler	30100-01008	500/2PK	40	$ 12.02	$ 12.27
128	ORGANIC CHEDDAR BUNNIES	Annies General Mills	149828000	100/.75 OZ	700	$ 29.19	$ 29.79
129	ALBACORE TUNA	Jackpot	TUNA002	6/66.5OZ	100	$ 98.19	$ 100.19
130	BREADED POLLOCK SQUARES	Spirited Foods	SF03011	10LB	150	$ 30.99	$ 31.62
131	BRD LIME ALASKAN POLLOCK STICK	Spirited Foods	SF01012	10LB	95	$ 30.99	$ 31.62
132	SIDEKICK BLUE RASBERRY LEMON CUP	Country Pure Foods	2009	84/4.4OZ	325	$ 31.87	$ 32.52
133	SNO PAL MANGO	Sepers Fruti Fruit	8-57821-00316-4	100/2.7OZ	500	$ 49.12	$ 50.12
134	SNO PAL PINEAPPLE	Sepers Fruti Fruit	8-57821-00316-2	100/2.7OZ	500	$ 49.12	$ 50.12
135	CAKE BATTER YOGURT	Big Spoon Yogurt	I1823	24/5.5OZ	125	$ 27.47	$ 28.03
136	CHOC/VANILLA SWIRL YOGURT	Big Spoon Yogurt	I1824	24/5.5OZ	136	$ 27.47	$ 28.03
137	COOKIES AND CREAM YOGURT	Big Spoon Yogurt	I1826	24/5.5OZ	150	$ 27.47	$ 28.03
138	MANGO SOFT SERVE FRUIT POP	Chloes	P10600	24/2.5OZ	120	$ 10.99	$ 11.21
139	STRWBRR SOFT SERVE FRUIT POP	Chloes	P11000	24/2.5OZ	100	$ 10.99	$ 11.21
140	SUPER MANGO SORBET	Big Spoon Yogurt	I1889	24/5.5OZ	100	$ 27.47	$ 28.03
141	VERY STRAWBERRY YOGURT	Big Spoon Yogurt	I1829	24/5.5OZ	100	$ 27.47	$ 28.03
142	4 BERRY BLEND IQF	Wawona	4453	2/5LB	410	$ 21.88	$ 22.33
143	MANDARIN ORANGES	Northeast/Lolita	767301131498	6/#10	1025	$ 27.80	$ 28.37
144	PINEAPPLE TIDBITS	Del Monte	2001692/381946	6/106OZ	450	$ 29.92	$ 30.53
145	PINEAPPLE CHUNKS	Jackpot	PAP006	6/#10	125	$ 27.99	$ 28.56
146	CRAISINS DRIED CRAN-STRAW	Ocean Spray	23445	200/1.16OZ	900	$ 45.89	$ 46.83
147	CRAISINS DRIED CRAN-BERRY	Ocean Spray	23444	200/1.16OZ	475	$ 45.89	$ 46.83
148	SMKD SL HAM WATER ADD FC	Hormel	32542	6/2LB	350	$ 58.25	$ 59.44
149	51% WG PENNE	Dakota Growers	548229/6738792010	2/10LB	155	$ 15.03	$ 15.34
150	51% WG ROTINI	Dakota Growers	548230/6738792021	20LB	425	$ 15.03	$ 15.34
151	NESTED YAKISOBA NOODLE	Asian Food Solution	22003WG	233/2.06OZ	100	$ 81.53	$ 82.16
152	6" TACO SHELL	La Tapatia	557002/21201	200CT	710	$ 25.36	$ 25.88
153	6" ULTRA GRAIN TORTILLAS	Mission	33822	24/12CT	50	$ 28.13	$ 28.70
154	6" FLOUR TORTILLAS 2CT	Romeros	2060222UG	144/2CT	400	$ 38.74	$ 39.53
155	10" ULTRA GRAIN FLOUR TORTILLA	Romeros	210282UG	6/2 DZ	530	$ 20.35	$ 20.77
156	SALSA MOLCAJETE ROJA	Del Real	504-5	3/4LB	100	$ 19.96	$ 20.37

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Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
157	TAMALE CHILI AND CHEESE	Del Real	766	48/5OZ	150	$ 43.54	$ 44.43
158	BEAN & CHEESE PUPUSA	Del Real	705	8/5CT	120	$ 40.58	$ 41.41
159	SALSA PICANTE MILD	La Victoria	07808	4/1GAL	100	$ 38.88	$ 39.67
160	SLICED JALAPENOS	Del Sol	DS00115	6/#10	125	$ 21.55	$ 21.99
161	WG TORTILLA CHIPS YLW ROUND IW	Snak King	260529	80/2OZ	1450	$ 16.77	$ 17.11
162	TORTILLA CHIPS IW	La Vencedora	80831	150/2OZ	150	$ 25.55	$ 26.07
163	WG CHICKEN TAQUITOS BULK	Posada	46580011	70/3.48OZ	230	$ 47.10	$ 48.06
164	WG SEASONED BEAN BURRITO	Arizona Gold	3111650W	54/6.5OZ	210	$ 33.99	$ 34.68
165	RF ORGANIC CHOC MILK	Horizon	100205/477924	18/8OZ	150	$ 13.10	$ 13.37
166	SAUSAGE LINK SKINLESS	Jimmy Dean	23705	200/0.80OZ	600	$ 22.37	$ 22.83
167	SLICED PEPPERONI	Bonici	5014-269/395712	10LB	250	$ 30.76	$ 31.39
168	PARBOILED LONG GRAIN RICE	Producers Rice	R1YP259Z0	25LB	150	$ 12.56	$ 12.82
169	WG PARBOILED RICE Brown	Producers Rice	R2PX25QCO/575032	25LB	625	$ 12.20	$ 12.45
170	WG SOY NUTTER & JELLY SANDWICH	Albies Foods	608	40/4.6OZ	700	$ 41.87	$ 42.72
171	WG MINI TURKEY CORN DOGS	State Fair/Sara Lee	10000009180	2/ 5.37LB	500	$ 27.24	$ 27.80
172	WG TURKEY CORN DOG	State Fair/Sara Lee	10000028322	48/4OZ	2100	$ 17.96	$ 18.33
173	EDAMAME FRZN PODS 1/24#	Monarch	F997	1/24LB	200	$ 34.59	$ 35.30
174	SOYBEAN EDAMAME	Fresh Produce	139152	50/3OZ	1070	$ 24.59	$ 25.09
175	WHOLE KERNEL CORN	CH Belt	07931	1/30LB	190	$ 24.91	$ 25.42
176	AVOCADO PULP	Alexis	39780	6/2LB	104	$ 36.55	$ 37.30
177	PINTO BEANS	Teasdale	TEA-EB-0610	6/#10	450	$ 18.45	$ 18.83
178	BLACK BEANS	Teasdale	TEA-ABD-0610	6/#10	165	$ 18.10	$ 18.47
179	HUMMUS CLASSIC	Sabra	11119	48/2OZ	100	$ 24.70	$ 25.20
180	VEGGIE CHIK'N NUGGETS	Morningstar	381631/97762	212/3OZ	1100	$ 40.94	$ 41.78
181	VEGETARIAN BEANS	Teasdale	TEA-NM-0610	6/#10	200	$ 23.55	$ 24.03
182	VEGAN TAMALES	Michael B's Bestway	VBC11	72/6.36OZ	125	$ 66.99	$ 68.36
183	VGTRN MINI TWIN BURGER WHT CHEESE	Advance Peirre	10000062998	96/4.6OZ	160	$ 97.38	$ 99.37
184	LF PARFAIT PRO VAN YOGURT	Yoplait	485781/16632	6/4LB	600	$ 26.51	$ 27.05
185	STRAWBERRY BANANA RAMA YOGURT	Dannon	2732/524822	48/4OZ	1200	$ 11.79	$ 12.03
186	NON FAT PEACH YOGURT	Upstate Farms	387632/112923	48/4OZ	300	$ 14.88	$ 15.18
187	NON FAT STRAWBERRY YOGURT	Upstate Farms	387629/112893	48/4OZ	2000	$ 14.88	$ 15.18
188	NON FAT BLUEBERRY YOGURT	Upstate Farms	9816/387630	48/4OZ	150	$ 14.88	$ 15.18
189	CHICKEN SLIDERS BRD WG BUN IW	Integrated	C0809055	75/5OZ	100	$ 73.86	$ 75.37
190	WG RF CHOCOLATE CHIP COOKIE	Gourmet Treat	055160WG175	94/1.75OZ	130	$ 35.25	$ 35.27
191	WG RF CHOC CHOC COOKIE	Gourmet Treat	055162WG175	94/1.75OZ	100	$ 35.25	$ 35.27
192	KETCHUP	Heinz	13000984900	1000/7GM	950	$ 16.44	$ 15.16

Night Drop Discount Offered by Manufacturer:	N/A

Gold Star Foods

Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
Percentage Mark-Up from manufacturer's invoice for items not listed on Commercial Pricing Sheet:				15%-18%			

Gold Star Foods

Category No. 3 - Snack

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	WG OVEN BAKED CRUNCHY FLAMIN	Cheetos	62984	104/.875OZ	1175	$ 33.77	$ 34.28
2	WG FANTASTIX FLAMIN' HOT	Cheetos	43578	104/1OZ	325	$ 33.77	$ 34.28
3	WG CHILI CHEESE FANTASTIX	Cheetos	36098	104/1OZ	100	$ 33.77	$ 34.28
4	WG RF PUFFS FLAMIN HOT	Cheetos	21912	72/.7OZ	150	$ 23.38	$ 23.74
5	WG OVEN BAKED CRUNCHY	Cheetos	62933	104/.875OZ	100	$ 33.77	$ 34.28
6	WG RF CHEETOS PUFFS	Cheetos	21910	72/.7OZ	85	$ 23.38	$ 23.74
7	RF FLAMAS TORTILLA CHIPS	Doritos	62829	72/1OZ	3050	$ 23.38	$ 23.74
8	WG RF SPICY SWEET CHILI CHIPS	Doritos	49093	72/1OZ	450	$ 23.38	$ 23.74
9	WG REDUCED FAT COOL RANCH	Doritos	36096	72/1OZ	390	$ 23.38	$ 23.74
10	WG REDUCED FAT NACHO CHEESE	Doritos	31748	72/1OZ	755	$ 23.38	$ 23.74
11	REDUCED FAT DORITOS WILD WHITE NACHO	Doritos	67609	72/1OZ	100	$ 25.04	$ 25.42
12	WG ONION BAKED SNACK	Funyuns	66689	104/.75	150	$ 33.77	$ 34.28
13	BAKED BBQ	Lays	32078	60/.875OZ	400	$ 19.49	$ 19.79
14	BAKED Potato Chip	Lays	44396	60/1.125OZ	100	$ 30.77	$ 31.24
15	KETTLE SALT & VINEGAR	Lays	25113	64/1.375OZ	700	$ 30.77	$ 31.24
16	KETTLE CLASSIC	Lays	25115	64/1.375OZ	650	$ 30.77	$ 31.24
17	KETTLE JALAPENO	Lays	25111	64/1.375OZ	700	$ 30.77	$ 31.24
18	KETTLE APPLEWOOD SMOKED BBQ	Lays	09598	64/1.375OZ	475	$ 30.77	$ 31.24
19	BAKED SOUR CREAM & ONION	Lays	33627	60/.875OZ	290	$ 19.49	$ 19.79
20	OVEN BAKED POTATO CRISPS REG	Lays	33625	60/.875OZ	550	$ 19.49	$ 19.79
21	BBQ CHIPS	Pop Chips	72200	24/0.8OZ	2275	$ 12.54	$ 12.73
22	CRAZY HOT POTATO	Pop Chips	70120	24/0.7OZ	425	$ 12.54	$ 12.73
23	SOUR CREAM & ONION POTATO	Pop Chips	77700	24/0.8OZ	100	$ 12.54	$ 12.73
24	SEASALT & VINEGAR	Pop Chips	70552	24/0.8OZ	160	$ 12.54	$ 12.73
25	RIDGES CHEDDAR SOUR CREAM POTATO	Pop Chips	70109	24/0.7OZ	100	$ 12.54	$ 12.73
26	RIDGES TANGY BBQ POTATO	Pop Chips	70112	24/0.8OZ	200	$ 12.54	$ 12.73
27	OVEN BAKED CHEDDAR SOUR CREAM	Ruffles	56882	60/.8OZ	365	$ 19.49	$ 19.79
28	WG MULTIGRAIN HARVEST CHEDDAR	Sun Chips	11152	104/1OZ	500	$ 33.77	$ 34.28
29	WG BAKED TORTILLA SCOOPS	Tostitos	42537	72/.875OZ	74	$ 23.38	$ 23.74
30	SCOOBY DOO FRUIT SNACKS	General Mills	11510000	96CT	430	$ 26.22	$ 26.62
31	CRAZY COLOR FRUIT ROLL-UP	General Mills	11561	96CT	200	$ 21.73	$ 22.06
32	ASSORTED FRUIT SNACKS	Motts	47954	144/1.6OZ	300	$ 52.30	$ 53.10
33	RAISINS	Sun Maid	2020	144/1.33OZ	1000	$ 27.80	$ 28.22
34	FS MIXED FRUIT	Welchs	14498	144/1.55OZ	130	$ 52.99	$ 53.80
35	FS BERRIES N CHERRIES	Welchs	14492	144/1.55OZ	160	$ 52.99	$ 53.80
36	HNY RST SUNFLOWER KERNELS IW	Dakota	1231780	150/1.2OZ	660	$ 34.84	$ 35.37
37	RST SLTD SUNFLOWER KERNALS IW	Dakota	1105050	150/1.2OZ	175	$ 29.44	$ 29.89
38	KETTLECORN POPCORN	Indiana	8435710084	48/1OZ	1040	$ 19.55	$ 19.85
39	WHITE CHEDDAR PUFF	Pirate Booty	81662407	24/.75OZ	1500	$ 11.95	$ 12.13

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Category No. 3 - Snack

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
40	WHITE CHEDDAR POPCORN	Smartfoods	28400309004	72/.5OZ	100	$ 23.38	$ 23.74
41	ZBAR ORGANIC CHOC BROWNIE	ClifBar	191803	18/1.27OZ	400	$ 8.42	$ 8.55
42	ZBAR ORGANIC CHOC CHIP	ClifBar	191804	18/1.27OZ	350	$ 8.42	$ 8.55
43	OATS & HONEY GRANOLA BAR	Nature Valley	2382000	28/1.5OZ	200	$ 59.95	$ 60.86
44	LF CHEWY CHOC CHIP GRANOLA BAR	Quaker	31186	12/8CT	300	$ 27.08	$ 27.49
45	WG CHEX MIX HOT N' SPICY	General Mills	31934	60/.92OZ	100	$ 21.17	$ 21.49
46	WG SIMPLY CHEX SNACK CHEDDAR	General Mills	31932	60/.92OZ	100	$ 21.17	$ 21.49
47	WG MINI CHOCOLATE CHIP COOKIES	Grandmas Cookies	66154	80/1.22OZ	235	$ 25.65	$ 26.04
48	BEEF STK PWR HNY PEP	Highland Beef Farms	00127	24/0.5OZ	200	$ 10.55	$ 10.71
49	TURKEY STK PWR HNY	Highland Beef Farms	00128	24/0.5OZ	100	$ 10.55	$ 10.71
50	WG RICE KRISPIES TREAT IW	Kelloggs	38000-11052	80/1.41OZ	530	$ 32.84	$ 33.34
51	WG CHOC CHIP RICE KRISPIES TREAT IW	Kelloggs	38000-14567	80/1.41OZ	200	$ 33.75	$ 34.26
52	WG RICE KRISPIES TREAT MINI IW	Kelloggs	38000-14540	600/.42OZ	100	$ 82.39	$ 83.64
53	MUNCHIE MIX KID'S	Quaker	36308	104/.875OZ	900	$ 33.77	$ 34.28

Night Drop Discount Offered by Manufacturer:	N/A
Percentage Mark-Up from manufacturer's invoice for items not listed on Snack Pricing Sheet:	15%-18%

Gold Star Foods

Category No. 4 - Beverage

Item No.	Item Description	Manufacturer /Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	100% POWER PUNCH JUICE PLUS	Apple & Eve	24024TPF	40/4.23OZ	200	$ 9.00	$ 9.14
2	BERRY 100% JUICE	Capri Sun	876840014400	40/6OZ	100	$ 11.66	$ 13.19
3	FRUIT DIVE 100% JUICE	Capri Sun	876840014600	40/6OZ	125	$ 11.66	$ 13.19
4	APPLE SPLASH 100% JUICE	Capri Sun	876840014200	40/6OZ	125	$ 11.66	$ 13.19
5	G2 GLACIER FREEZE	Gatorade	12007	24/12OZ	976	$12.98+CRV	$13.18+CRV
6	G2 FRUIT PUNCH	Gatorade	12202	24/12OZ	730	$12.98+CRV	$13.18+CRV
7	G2 ORANGE	Gatorade	12204	24/12OZ	220	$12.98+CRV	$13.18+CRV
8	G2 GRAPE	Gatorade	12203	24/12OZ	525	$12.98+CRV	$13.18+CRV
9	GATORADE ZERO VARIETY	Gatorade	980124540	24/20OZ	110	$16.35+CRV	$16.60+CRV
10	BLACKBERRY WATER	Hint Essence	21987	12/16OZ	280	$11.99+CRV	$12.25+CRV
11	WATERMELON WATER	Hint Essence	37586	12/16OZ	275	$11.99+CRV	$12.25+CRV
12	PEACH WATER	Hint Essence	00106	12/16OZ	265	$11.99+CRV	$12.25+CRV
13	KIWI STRAWBERRY WATER	Hint Essence	21989	12/16OZ	330	$11.99+CRV	$12.25+CRV
14	SPARKLING APPLE JUICE	Izze	1507	24/8.4OZ	3525	$13.01+CRV	$13.21+CRV
15	SPARKLING CLEMENTINE JUICE	Izze	1505	24/8.4OZ	1830	$13.01+CRV	$13.21+CRV
16	SPARKLING BLACKBERRY JUICE	Izze	1502	24/8.4OZ	1480	$13.01+CRV	$13.21+CRV
17	SPARKLING GRAPEFRUIT	Izze	1504	24/8.4OZ	285	$13.01+CRV	$13.21+CRV
18	SPARKLING POMEGRANATE JUICE	Izze	1508	24/8.4OZ	915	$13.01+CRV	$13.21+CRV
19	SPARKLING CHERRY LIME	Izze	836093010844	24/8.4OZ	450	$13.01+CRV	$13.21+CRV
20	SPARKLING PEACH	Izze	1052	24/8.4OZ	250	$13.01+CRV	$13.21+CRV
21	100% APPLE JUICE	Juicy Juice	55	40/4.23OZ	750	$ 7.05	$ 7.16
22	100% ORANGE TANG JUICE	Juicy Juice	58	40/4.23OZ	750	$ 7.05	$ 7.16
23	100% APPLE JUICE	Juicy Juice	60	32/6.75OZ	2500	$ 8.04	$ 8.16
24	100% ORANGE TANG JUICE	Juicy Juice	64	32/6.75OZ	2500	$ 8.04	$ 8.16
25	100% STRAWBERRY/KIWI JUICE	Juicy Juice	63	32/6.75OZ	3400	$ 8.04	$ 8.16
26	100% BERRY JUICE	Juicy Juice	61	32/6.75OZ	2200	$ 8.04	$ 8.16
27	FAT FREE CHOCOLATE MILK	Gossner	950010	27/8OZ	300	$ 9.94	$ 10.09
28	1% WHITE MILK	Gossner	947130	27/8OZ	150	$ 9.36	$ 9.50
29	ORG SOYMILK SMART CHOC	KIKKOMAN	6185	54/8OZ	50	$ 16.53	$ 16.78
30	ORG SOYMILK SMART VANILLA	KIKKOMAN	6184	54/8OZ	50	$ 16.53	$ 16.78
31	MIGHTY MANGO	Naked Juice	63072	8/10OZ	2810	$10.35+CRV	$10.51+CRV
32	STRAWBERRY BANANA	Naked Juice	63071	8/10OZ	2380	$10.35+CRV	$10.51+CRV
33	BERRY BLAST	Naked Juice	63117	8/10OZ	610	$10.35+CRV	$10.51+CRV
34	BLUE MACHINE	Naked Juice	01037	8/10OZ	410	$10.35+CRV	$10.51+CRV
35	GREEN MACHINE	Naked Juice	63076	8/10OZ	450	$10.35+CRV	$10.51+CRV
36	VARIETY PACK	Propel	50035	24/16.9OZ	575	$12.26+CRV	$12.45+CRV
37	LEMON LIME	Propel	167	24/16.9OZ	275	$14.58+CRV	$14.80+CRV
38	BERRY	Propel	169	24/16.9OZ	75	$14.58+CRV	$14.80+CRV
39	KIWI STRAWBERY	Propel	171	24/16.9OZ	200	$14.58+CRV	$14.80+CRV

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Category No. 4 - Beverage

Item No.	Item Description	Manufacturer /Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
40	BOTTLE PURIFIED WATER	Pure Life	6827493471	24/16.9OZ	8800	$3.45+CRV	$3.50+CRV
41	BOTTLE PURIFIED WATER	Pure Life	6827432228	48/8OZ	1870	$6.18+CRV	$6.27+CRV
42	ALMOND BEVERAGE VANILLA	Silk	101894	18/8OZ	40	$ 14.62	$ 14.84
43	ALMOND BEVERAGE CHOCOLATE	Silk	101893	18/8OZ	30	$ 14.62	$ 14.84
44	100% SPARKLING TROP PINEAPPLE	Switch	9C2480TP	24/8OZ	715	$12.86+CRV	$13.06+CRV
45	WTRMLN STRWBRY Sparkling Juice	Switch	9C2480WS	24/8OZ	1100	$12.86+CRV	$13.06+CRV
46	FRUIT PUNCH	Switch	9C2480FP	24/8OZ	910	$12.86+CRV	$13.06+CRV
47	HARDCORE APPLE	Switch	9C2480AJ	24/8OZ	840	$12.86+CRV	$13.06+CRV
48	ORGN TNGRN SPARKLING JUICE	Switch	9C2480OT	24/8OZ	600	$12.86+CRV	$13.06+CRV
49	KIWI BERRY	Switch	9C2480KB	24/8OZ	500	$12.86+CRV	$13.06+CRV
50	GRAPE SPARKLING JUICE	Switch	9C2480GR	24/8OZ	500	$12.86+CRV	$13.06+CRV
51	BLACK CHERRY	Switch	9C2480BC	24/8OZ	225	$12.86+CRV	$13.06+CRV
52	100% STRAWBERRY KIWI JUICE	Tropicana	2144	15/10OZ	325	$10.99+CRV	$11.16+CRV
53	100% FRUIT MEDLEY JUICE	Tropicana	2145	15/10OZ	245	$10.99+CRV	$11.16+CRV
54	100% STRAWBERRY ORG JUICE	Tropicana	2146	15/10OZ	200	$10.99+CRV	$11.16+CRV
55	PROBIOTICS PINEAPPLE MANGO	Tropicana	167150	12/10OZ	450	$12.06+CRV	$12.24+CRV
56	WATER SPARKLING PASSIONFRUIT	La Croix	15021-256	2/12/12OZ	100	$8.54+CRV	$8.67+CRV
57	WATER SPARKLING TANGERINE	La Croix	15021-260	2/12/12OZ	100	$8.54+CRV	$8.67+CRV
58	WATER SPARKLING VARIETY PACK	La Croix	980015918	24/12OZ	100	$9.22+CRV	$9.36+CRV

Night Drop Discount Offered by Manufacturer:	N/A
Percentage Mark-Up from manufacturer's invoice for items not listed on Beverage Pricing Sheet:	15%-18%

Gold Star Foods

Category No. 5 - Boxed Water

Item No.	Item Description	Manufacturer/ Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	Boxed Water	Boxed Water	00417	24/250ML	5200	$6.50+CRV, NC	$6.95+CRV
2	Boxed Water	Boxed Water	00410	24/500ML	6600	$11.75+CRV, N	$12.15+CRV

Night Drop Discount Offered by Manufacturer:	N/A
Percentage Mark-Up from manufacturer's invoice for items not listed on Boxed Water Pricing Sheet:	15%-18%

Gold Star Foods

South OC Purchasing Group - Food Commodities

Irvine USD	Jill Hartstein
Irvine USD	Maria Ragas
Newport-Mesa USD	Todd Hatfield
Newport-Mesa USD	Dale Ellis
Saddleback Valey USD	Riki Pollard
Tustin USD	Teresa Squibb
Associates Food Service Sales & Marketing	Nancy Gibbs
Associates Food Service Sales & Marketing	Kellie Long
Boxed Water	Devin Brown
Boxed Water	Lorie Rucker
Goldstar	Shelly Reel
K12 Food Pros	Terri Brown
KB Foods	Karo Budagyan
Pepsico	Shelley Rodriguez
Pepsico	Benito Rodriguez Jr.
Pepsico	Leesa Taylor
Pepsico	Andrea Sanchez
Pepsico	Janet Haderer
Sysco Riverside	Brian Booher
Waypoint	Katie Sisto

Request for Information No. 1

Bid No. 20/21-01NS, South Orange County Purchasing Group – Processed Commodity, Commercial, Snack & Beverage Products

June 2, 2020

Response to Contractors' Questions

1.1 Question: "It states that if we are a Corporation we need to have a Corp Seal stamped. With the pandemic that is happening all of us are working from home and the seal is kept with our Legal Department it our Corp office in Houston. Is this something that can be added at a later time?"

Answer: Yes.

1.2 Question: "For Signatures it is asking for President and Secretary. Can this be the President and CFO for our Local Operating Company at Sysco Riverside?"

Answer: Yes.

1.3 Question: "And just to Clarify all pages marked "Sample" need not to be filled out prior to the award?"

Answer: Correct; the pages marked "Sample" can also be confirmed by reviewing page 2 'Required Documents' and page 3 'Table of Contents'. District will notify awarding bidders after approval of the award(s) with the necessary documents.

1.4 Question: "Are the delivery locations and frequency negotiable?"

Answer: No.

1.5 Question: "Samples and Spec Sheets are not required for any of the items correct?"

Answer: Correct, samples and spec sheets are not required.

1.6 Question: "I wanted to make sure that all district in this bid are part of the Super Coop for Commodity Bidding purposes."

Answer: Yes, all Districts are part of the Super Coop.

1.7 Question: "To confirm the information that is due and expected by June 8th no later than 11am we need to submit Bid form which is pages 15-21, non-collusion declaration page 22, certificate of primary participation regarding debarment, suspension and other responsibility matters page 23, Appendix C , & Box Waters W-9 – the only form that needs to be submitted on the thumb drive is appendix C correct? or does the bid & W9 need to be on the drive as well?"

Answer: Bidders should reference page 2 'Required Documents' for the documents that must be submitted by the deadline and as per the instructions in the Information for Bidders. The bidder's

Gold Star Foods

entire submittal must be on the memory stick/thumb drive in PDF format, however, Appendix C – Pricing Sheet should be in excel format as well.

1.8 Question: "On pages 25 – 37 you provided sample agreements are we able to provide our own internal forms for the following:

a. tobacco use policy pg 31,
b. workers compensation certificate page 32,
c. Drug free workplace certificate page 33-34 &
d. criminal records check page 36

or do we have the ability to replicate the sample agreement provided, if so can you please provide the forms without the sample written in the background?"

Answer: No, the documents that will be required will be provided by the District. Bidders cannot use their own contract documents.

1.9 Question: "Page 13 Sections 27 & 30 Piggyback clause / public information & Page 18 Pursuant to public contract code section 16 it mentions the fact that the bid can be made public unless a separate form is submitted, how do we go about submitting our pricing so that this is not made public information?"

Answer: This is a public bid, therefore, pricing is not considered confidential information.

1.10 Question: "On pages 25 – 34 (Sample agreement) since Boxed Water is entering the agreement with IUSD, but will be using a 3rd party distributor do we need to have our Distributor sign off on any of the requested information or how do we communicate that we are not directly delivering our products."

Answer: Boxed Water will be required to enter into an Agreement with the District, if they are awarded a contract.

1.11 Question: "Can I also get an estimated order size for each of the delivery sites so I can determine what they deliveries would look like?"

Answer: Please refer to the Bid Form and Appendix C – Pricing Sheet for proper submission of the bid.

1.12 Question: "Number of cases on average?"

Answer: Please refer to the Bid Form and Appendix C – Pricing Sheet for proper submission of the bid.

1.13 Question: "We would need to know if there is any possibility of a key at some of these location? For doing night drops?"

Answer: Districts that allow night drops will provide a key to awarded bidder(s).

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1.14 Question: "Also we would need to know what size trailer would fit at each location?"

Answer: Districts can accommodate up to a 48ft semi-truck.

1.15 Question: "When bid is dropped off at IUSD Purchasing Department, will a proof of delivery be provided?"

Answer: No.

1.16 Question: "Due to COVID-19, what are the plans for new school year (Fall) – virtual or in-person? Can you provide insights on what measures will need to be taken regarding meals on campuses?"

Answer: The Districts will follow the Federal, State and Local Health Care guidance and orders.

1.17 Question: "If we have "like" products to those listed on the Appendix C – Pricing Sheet, what is the process to add/present?"

Answer: District is not accepting alternate products. Reference Information for Bidders No. 17 and Appendix A – Scope of Work/General Conditions Nos. 4 and 5 specifically.

1.18 Question: "In Appendix B (page 45), TUSD – Pioneer Middle School delivery expectations state daily deliveries. Does this apply to beverages as well if we are delivering to all sites separately?"

Answer: Bidders should reference Appendix B – District Information & Delivery Sites.

1.19 Question: "Is there an option for "beverage exclusivity?"

Answer: No.

1.20 Question: "Do you need nutritional information of products offered?"

Answer: No.

1.21 Question: "Are there any equipment needs at any sites (i.e. coolers, vending machines, etc)?"

Answer: No.

1.22 Question: Can we bid alternate items? If yes, how would you like us to proceed on the spread sheet? What would the process be for providing the alternate items."

Answer: Please see Answer 1.17 above.

Gold Star Foods

GOLD STAR
FOODS

CONTINGENCY PLAN
ONTARIO
2019-2020

3781 East Airport Drive
Ontario CA 91761

Updated April 3, 2020

What to prepare for?

- Power Outages
- Road Closures
- Personnel Shortage
- Vendor Crisis
- Earthquakes
- Vandalism

Gold Star Contacts

- Pedro Osorio - Safety/Facilities - pedro@goldstarfoods.com Cell 323-496-7280
- Scott Bower- Scottbower@goldstarfoods.com Cell 541-630-0513
- Octavio Salazar - Director of Transportation Octavio@goldstarfoods.com Cell 626-407-6481
- Karen Rosales – VP of Procurement Karenv@goldstarfoods.com Cell 626-428-9340
- Richie Cabrera - Inventory Control Richie@goldstarfoods.com Cell 909-268-3091
- Edwin Quinteros - Quality Control Edwin@goldstarfoods.com Cell 323-578-6539

Emergency Contacts

- City of Ontario, Department of Public Health
  800-782-4264

- County of San Bernardino, Department of Public Health, Preparedness and Response
  909-252-4406 www.sbcounty.gov/prp

- Fire Department
  909-395-2002 or 911

- Police Department
  909-986-6711 or 911

- Southern California Edison
  800-655-4555

- Southern California Gas Company
  800-427-2200

- Municipal Utilities Company
  909-395-2050

AGILITY RECOVERY – REPORTING PROCEDURES

Agility is Gold Star Foods Business Continuity and Disaster recovery planner

Agility guarantees 2 power generators in case of power outages and Temporary work stations and office equipment in case of floods

Hotline: 1-877-364-9393

Contact: Morgan Ross
Office 704-927-7939
Cell 704-918-9387
E-mail: Morgan.ross@agilityrecovery.com

Generator Specs
Power Source = **Y**
Phase = **Three Phase – 4 Wire**
Total Amperage = **2000A**
Voltage Setting = **480V/277V**
Required Cabling = **100'**
Generator Size = **1500KW**

ELECTRICIAN
Immediately after notifying Agility Recovery contact electrician to be on standby to connect power generators to main panel and monitor its performance

ARCE Electric
Brandon Kersey
562-522-1350

Second Choice if our electrician is unavailable
CES - California Electrical Services
Edrei Rios
562-254-9475

myAgility | Agility Recovery

Initiating a Recovery

Nothing is more important to us than recovering your business. Follow these simple steps to place your company on Alert or Declare a Disaster.

Call Agility's Recovery Hotline 877-364-9393

Alternate hotline numbers are 888-242-3740 or 866-894-3336

Inform

Inform the Agility contact of the current situation. Agility will discuss and explore all recovery options for your organization and look to provide you with estimates and timeframes for delivery.

Approve

Rest assured, Agility does not profit from any recovery. This allows us to remain neutral when providing recovery options for your organization. **No costs will be incurred until your organization has approved all estimated costs associated with your recovery.**

Relax

Agility has you covered, we will be there to make sure your recovery needs are met. The time you would normally spend worrying about recovery, you can now direct towards your customers and staff.

SPACE	Office space with desks and chairs for up to 48 people
POWER	One Emergency generator for your office and one generator for refrigeration
COMMUNICATION	Telephone and Internet access
COMPUTER SYSTEM	Up to 48 computers, 5 Intel servers, tape drives, printers and fax

With your Membership Agility will work with you to develop a customized recovery plan via MyAgility, our secure online planning portal. The functionality of MyAgility portal will include:

PREPAREDNESS PLAN	Build an implementation plan, access via any web browser, develop a communications strategy
ALERT NOTIFICATION SYSTEM	Send text and email messages to employees and vendors
DOCUMENT MANAGEMENT SYSTEM	Store critical business documents
ASSET MANAGEMENT TOOL	Document and manage assets

GOLD STAR FOODS

PRODUCT RECALL PROGRAM

MARCH 2018

• 3781 East Airport Drive • Ontario, CA, 91761 • Phone (909) 843-9600 • Fax (909) 843-9659 •
www.goldstarfoods.com

Purpose

The purpose of this program is to define Senior Management's responsibilities and methods used to withdraw or recall product.

Responsibilities and Methods

Recall Team and Notification Tree

Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Karen Rosales	Strategic Sourcing Manager	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Safety/HACCP Manager	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Mike Lapacka	Safety Training Manager Dixon	(707) 310 - 2934	Responsible for internal recall notification Notification to SQFI and SAI Global
Rani Romero	VP Customer Service	(323) 490-9311	Customer notification
Richie Cabrera	IC Manager	(909) 268-3091	Send out audit report to recall committee
Martin Perez	IC Supervisor Ontario	(323)392-6988	Segregation of Materials Place affected products on hold
Daniel Torres	IC Supervisor	(707) 330 - 2304	Segregation of Materials Place affected products on hold
Dan Moreno	Produce/Bread Inventory Mgr.	(909) 541-3399	Product accounting
Octavio Salazar	Director of Transportation and Warehouse	(909) 437-9513	Recall support

Additional Resources	
Wayne H. Warner	253) 576-0867 Food safety advice for recall
C. Scott Salmon	909) 843-9603 Responsible for providing legal counsel during recall
FDA	(866) 300-4374 Regulatory notification
USDA	(888) 674-6854 Regulatory notification
SQFI (GFSI Compliance Body)	foodcrisis@sqfi.com
SAI Global (Certifying Body	foodrecall@saiglobal.com

Definitions

Class I Recall: A reasonable probability exists that use of or exposure to the product will cause serious adverse health consequences or death.

Class II Recall: The use of or exposure to the product may cause temporary or medically reversible adverse health consequences of the probability of serious adverse health consequences is remote.

Class III Recall: The use of or exposure to the product is not likely to cause adverse health consequences.

Market Withdrawal: A firm's removal or correction of a distributed product when there is a minor violation not subject to legal action by the FDA or FSIS or when the company wishes to retrieve product from distribution

Stock Recovery: Employed in recovering product that is still under the manufacturer's direct control (on or its own premises or warehouse) from which the company can assure there will be no distribution.

RECALLS, WITHDRAWALS, & RECOVERIES

The need for a product withdrawal can originate in four ways: with a regulatory agency, with a consumer complaint, with an announcement from distribution channels or within the company's own systems. There are 4 main components to a product recall or withdrawal

INQUIRY & COMMUNICATION

A product may be recovered or recalled at any stage in the receiving, storage and distribution processes. Additionally, it may be necessary to recall products from the affected school systems. Generally, a ***Product Inquiry*** would be initiated if a product does not meet the standards of safety, quality, appearance, or packaging/labeling standard established by the company. The inquiry would be preceded by an internal or external observation or complaint and documented in accordance with our Corrective Action Program and Customer Complaint Program. The Recall Coordinator will call to action the Recall Team (Executive Committee), who will meet to determine the following:

1. The seriousness of the problem
2. The extensiveness of the problem
3. The effects of the problem on the company and the public

INVESTIGATION & RECOMMENDATION

The Recall Team will identify the problem and gather facts through interviews and records in order to determine the safety and wholesomeness of the product. Once information has been gathered as to the extent of the product complaint or concern, a decision will be made whether or not to recommend recall or withdrawal of the product. The Recall Team will make a ***recommendation*** to recall, withdraw, or recover products. Our policy is to always pull and hold a product immediately if we are unsure about the safety or wholesomeness of the product. The information will be forwarded to the CEO for final evaluation

PRODUCT RECALL ORDER

Once a final decision to recall the product is made, the CEO will execute the ***Product Recall Order***. The Recall Coordinator will determine the locations and products affected by the recall and issue the appropriate communication. (See recall document). The Sales Team will research any affected orders and notify any customers of the recall. The FDA, SQFI and SAI Global (Certifying Body) will be notified of all recalls due to widespread food borne illness.

RECALL STRATEGY

A Recall Strategy is developed by the Recall Team and addresses the following:

Depth

The strategy must specify whether the recall extends to the wholesale level, the retail level or all the way to the consumer level.

Publicity

The company will develop a press release and clear it with the FDA / FSIS. Most often, the company issues the news release alerting consumers to the risk.

The FDA / FSIS issues notices or public warnings when there is a serious health hazard. This can be in the form of a press release, letter, telegram, phone call or FDA publication. The company should insist on having input into any such warning statement.

Whenever communication comes in from outside the company and a recall is in process, all communication must be directed to and through the company spokesperson. This may include questions from the news media, customers, etc. The designated company spokesperson is the only individual authorized to release information to the news media and outside sources, other than regulatory agencies in which case Technical Services or the Recall Coordinator may provide information relating to product in question.

Contact with Regulatory Agencies

The CEO or Recall Coordinator will contact regulatory agency concerning product recall. Whenever a meeting is scheduled with regulatory agencies, at least two company representatives will be present.

Effectiveness Checks

These verify that all consignees at the specified depth have been notified about the recall and have taken appropriate action.

The recall strategy will specify the method(s) of contact. Methods of contact include personal visits, telephone, letters, telegrams or a combination thereof.

The FDA then designates the specific depth level of the recall:

Level A (All consignees to be contacted)
Level B (specified percentage of consignees to be contacted)
Level C (ten percent of consignees to be contacted)

RECALL PROCEDURE

Step 1

In a product recall situation the Gold Star Foods buyer and Recall Coordinator receives notification from the manufacturer. Gold Star Foods must be informed as soon as the vendor/manufacture is aware of a recall situation, form must be submitted if you are in the category. Regardless of the severity of the recall type, Gold Star Foods will treat each situation as a Class 1 recall, which is as a mandatory product withdrawal. The vendor/manufacture is responsible of submitting a "Manufacture Product Recall Form". The appropriate Gold Star Foods buyer will complete the "Manufacture Recall Form" and inform the Recall Coordinator of the recall. The Recall Coordinator (RC) will then oversee the entire recall process.

(See attached Recall Committee Diagram and Recall Committee Contact Form)

All correspondence needs to be sent to the following email address: recall@goldstarfoods.com

Upon receiving a product recall GSF will place all payables ON HOLD until matter is resolved.

Step 2

Once the above information is received for a product recall, the Purchasing Department will immediately inform the Recall Coordinator (RC). The RC will implement the following:

A. Notify Inventory Control, Warehouse Supervisors, and Warehouse Managers to perform a systems and physical inventory check to see if Gold Star Foods has any of the production codes in our inventory stock. Upon confirmation of existing inventory levels, the following procedures will be implemented:
   a. The RC will notify the Customer Service Supervisor via email. The RC will then send a broadcast e-mail message to all recipients in the Company.
   b. The RC will notify the Inventory Control Supervisor (ICS) to verify by computer the customers that have ordered the product on recall.
   c. The RC will inform the Customer Service Manager (CSM) of all customers that have ordered and received product.
   d. The CSM will notify all customers that ordered and received product and inform them of the recall and all relevant information. Customer Service will provide a check list of each customer that has been contacted.
   e. The appropriate buyer will inactivate the item number for recall product(s) in the computer system. This will **not** allow any orders to be taken for the affected products(s). Product will be isolated and placed on immediate hold at GSF.
   f. Pick-up schedules will be made for all verified recall products with each customer.
   g. Any recall product in the warehouse will be physically pulled out of inventory, tagged "Recalled Product", shrink wrapped and put into assigned product recall section.
   h. The Transportation Department will be notified of the recall, and will be instructed on all scheduled pick-ups that must occur.

B. After all recalled product has been retrieved and accounted for; the buyer will contact the Manufacturer for inventory disposition. GSF will store product 14 days maximum. In the event that the product is not retrieved from our facility we will dispose the product and seek full payment.
C. The Manufacturer will determine if the product is to be disposed of (Certificate of Condemnation) or returned to the packer for credit.

Step 3

Once all of the above recall procedures have been completed, all associated documentation should be forwarded to the Recall Coordinator. All recall documentation will include the following information:

Manufacture Recall Form
Inventory Control Product Recall Form
Receiving Recall Return Sheet
Certificate of Condemnation (Disposal of Inventory) *if applicable*
Copy of signed Bill of Lading (Ship Inventory Back) *if applicable*

In the event that 100 % of the product is not collected GSF is to:

Inform the vendor of what schools
Inform the California Health Department

Step 4

In the event that your company has a category that is in current recall situation but is not affected. You must email a formal letter (recall@goldstarfoods.com) to inform GSF that your product is unaffected. The purpose of this is to advise our customer that they are safe serving product in question. Please submit the letter as soon as you are aware there is a recall situation in your category. We will expect a letter within a few hours of the public notification.

Step 5

Gold Star Foods, Inc. has incurred the following expenses in association with the recall:

A. Product Cost: Customer Invoice Cost per case
B. Administrative Costs: Flat fee $350.00
C. Transportation Costs: $75 per stop to recover product from customer

VERIFICATION OF THE SYSTEM

1. The product withdrawal and recall system is reviewed tested and verified twice annually.
2. Results of the mock recall will be tabulated and communicated to the leadership team.
3. Any gaps or deficiencies are evaluated with corrective actions taken

RECORDS

Shipping/Receiving/Storage Records
(See SOP for additional requirements)
Records of all product withdrawals and recalls are maintained in the Strategic Sourcing Manager's office.

Revision History

Rev #	Issue Revision Date	Revised By	Reason for Revision
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
3	05/06/17	Jaime Anguiano	Update Martin Cell # , Removed Wayne Warner From additional Resources.
4	03/16/18	Jaime Anguiano	Added Mike Lapacka and Daniel Torres.

GOLD STAR FOODS

Food Security & Safety Program

SQF INSTITUTE
One world. One standard.

January 2020

• 3781 East Airport Drive • Ontario, CA, 91761 • Phone (909) 843-9600 • Fax (909) 843-9659 •
www.goldstarfoods.com

Purpose

The purpose of this program is to define the methods, responsibility and criteria for preventing food adulteration caused by a deliberate act of sabotage or terrorist like incident.

Responsibilities and Methods

i. **Site Security Team**

Gold Star Foods has established a Security Team to assess risks and review current security practices. The Security Team meets annually or whenever a security event occurs. Operational risks are assessed using the U.S. Food and Drug Administration Food Defense Self-Assessment Tool for Food Producers, Processors, and Transporters FDA to determine potential risks on an on-going basis. The security team members and other key notifications are as follows:

NAME	POSITION	CONTACT	RESPONSIBILITIES
San C. Leer	CEO	(562) 508-6533	Senior Leader
Joe Villarreal	Senior Vice President of Operations	(951) 741-7578	Site Coordinator Responsible for overall site security
Pedro Osorio	Director of Safety/HACCP	(323) 496-7280	Responsible for food defense training
Erick Osorio	Director of Warehouse	(323) 492-3977	Responsible for receiving, storage and loading security
Octavio Salazar	Director of Transportation	(909) 437-9513	Responsible for security of delivery
Karen Rosales	Executive Director of Procurement	(626) 428-9340	Responsible for vendor security verification
Wayne H. Warner	Advisor	(253) 576-0867	Responsible for conducting 3rd part security audits
FDA		(866) 300-4374	Notify in case of a food tampering issue

ii. **Facility Access and Authorized Personnel**

a. Access to the facility is restricted to authorized personnel only.
b. Access to the facility is secured and monitored at all times.
c. Access to roofs, airflow units, water supply, electrical and refrigeration is limited to authorized personnel.
d. Employees enter the building through the authorized employee door located at the South side entrance to the building. This door is marked "Employee Entrance Only". They are accessed with pass cards.
e. Short Term - Leased Employees assigned to work at Gold Star Foods for short periods of time, from one day to one or two weeks will be issued a temporary pass code The code is valid for the duration of their assignment.
f. Visitors enter the building through the front lobby door only from 8:00am-5:00pm.

g. Visitors to the plant are required to read and sign the Visitor Pass GMPs.
h. Visitors will sign in/out on the Daily Visitor's Log.
i. The Receptionist will call the person being visited, who will arrange to have someone from the department come to the lobby and ESCORT the visitor. (EXCEPTION: Known contractors under written contract with the company who frequently visit the Company will not need to be escorted.
j. Visitors will wear visitor badges to aid in differentiating visitors from Gold Star Foods employees.
k. Personal visitors will be issued a visitor pass, and it will be the responsibility of the employee to escort the visitor while within the facility and to follow all rules and regulations with particular attention to restricting access to sensitive areas. Personal visitors to the plant must be approved in advance by Management
l. Contractors entering after hours are either bonded or screened by a background check.
m. The entrance to the front lobby and offices is locked between the hours of 5:00pm and 8:00am or whenever the lobby is not being monitored by the receptionist. The receptionist inspects the entry door in the morning for evidence of unauthorized entry. The receptionist leaving each night secures the front lobby door.
n. Gold Star Foods is a 24/7 operation. There is appropriate supervision of all staff-including sanitation and maintenance, contract workers, data entry and computer support staff and especially new employees.
o. Managers are assigned a security level with access to assigned areas only. Keys are assigned and checked out to authorized individuals by the Office Manager.
p. All spare keys are secured in a lock box controlled by the Office Manager. Building keys cannot be duplicated. All terminated managers with access to the building are required to turn their assigned keys in prior to leaving the building.
q. Keys and/or key cards are collected prior to the departure of any terminated employees who had access to the facility.
r. Camera cell phones and recording devices are prohibited unless issued by Gold Star Foods' Management.

iii. Employees

Gold Star Foods has developed a standard procedure for screening all potential employees. Prospective employees are screened for the following:

a. Declared references on their employment application.
b. I-9 Employee Eligibility Verification
c. Background checks (fraud, criminal records, etc.)

iv. Computer Access

a. Access to computer process control systems and critical data systems will be limited to those with appropriate clearance.
b. Program passwords are changed immediately upon termination of any employees who had access to our systems.

v. Receiving of Goods

a. All trucks are required to be locked or sealed if received in full load shipments at time of delivery and receiving personnel must observe the driver unlocking the cargo door.
b. All ingredients/packaging are inspected for tampering or damages at time of receiving. Entries are made on the Receiving Truck Inspection Form in accordance with our Receiving SOP.

vi. Storage of Materials

a. Products are stored inside the secured production areas. All partially used goods are secured in sealed bags, cases, or cartons.
b. Warehouse access will be controlled and accessible by authorized personnel only.

vii. Work In Process

a. Partial cases, ingredients and work in process in the re-packing area are covered and secured when not in use.

viii. Finished Goods and Packaging Storage

a. Gold Star Foods ensures all products are sealed and covered at all times to prevent product tampering.

ix. Shipping of Finished Goods

a. All trucks are required to be locked or sealed in the case of full load shipments at time of shipping.
b. Warehouse personnel and shipping representative sign off that the trailer has been secured prior to leaving our facility.
c. Entries are made on the Shipping Truck Inspection Form in accordance with our Shipping SOP.

x. Hazardous Chemicals

a. Sanitation chemicals used in the sanitation of the facility are locked and accessible only to relevant staff.
b. All other cleaners/chemicals for distribution are in sealed containers in designated areas away from ingredients and packaging materials.
c. Maintenance chemicals are locked and located in the maintenance area
d. General lavatory chemicals, such as soap, are not locked up and available for personnel use.
e. We do not receive any raw materials/packaging transported with hazardous chemicals.
f. We do ship and receive chemicals for distribution on trucks carrying paper goods, ingredients and packaging. All trucks delivering our products are company-controlled. We insect the truck thoroughly for proper segregation, protective coverings and no damaged materials to ensure food safety.
g. Personnel having access to controlled chemicals are trained in their proper use and storage.

xi. Equipment

a. Equipment will be inspected on a regular basis in accordance with our Preventative Maintenance Program.
b. All new equipment will be inspected and accepted prior to use.
c. No unauthorized equipment is allowed in facility.

xii. Security Training

a. All employees are trained in our Food Defense policies and procedures at time of hire and annually thereafter. Training is validated on the Security Training Record.
b. Facility security procedures include but are not limited to emergency evacuations, a familiarity with emergency response in the community-including 24-hour contact of local, state and federal officials, and a maintained floor plan (both on and off site).
c. All facility staff is trained to be alert for and respond to evidence of tampering with product or equipment, other unusual situations or other security breaches.
d. Employees are trained to sight suspicious activity from visitors, contractors and fellow employees of the plant (authorized or not).
e. All suspicious activity is reported to the Operations Manager.
f. Every occurrence is reported to a supervisor. If there is a report at any time that points to evidence of tampering, criminal or a terrorist action a 24-hour FDA emergency hotline number is required to be called. This number is 866) 300-4374

Responsibilities

All employees, managers, and staff of Gold Star Foods are responsible for food defense and the security of the facility.

Records

Food Security Meeting Notes
Visitor Log
FDA Bio-Terrorism Registration
In-coming and Out-going Truck Inspection Records

Revision History			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	04/05/15	Pedro Osorio	New
2	02/24/16	Wayne Warner	Update to procedure and responsibilities
3	12/28/16	Pedro Osorio	Added Joe Villarreal, removed Larry Noble

GOLD STAR FOODS

HAZARD ANALYSIS CRITICAL CONTROL POINTS

(H.A.C.C.P.) PROGRAM

SQF INSTITUTE
One world. One standard.

March 2018

• 3781 East Airport Drive • Ontario, CA, 91761 • Phone (909) 843-9600 • Fax (909) 843-9659 •
www.goldstarfoods.com

Introduction to Gold Star Foods Inc.

STREET ADDRESS:
3781 E. Airport Drive
Ontario, CA 91761

MAILING ADDRESS:
P.O. Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:
26-1340567

TELEPHONE:
Toll Free.... (800) 540-0215
Local..... (909) 843-9600

FAX:
Office.....(909) 843-9659

HOURS:
Monday - Friday 6:00 AM - 5:00 PM

Company Overview:

Gold Star Foods Inc. "Gold Star Foods" began operations in 1966 as a distributor of meat products primarily to coffee shops in the Los Angeles area. "Gold Star Meat Company", a family owned business, was purchased in 1978 and under new ownership the focus of the business shifted from restaurants to Southern California School Districts. To better reflect the image of a changing inventory, the name was changed to "Gold Star Foods" in 1983 and most recently to "Gold Star Foods Inc". Since 1978, Gold Star Foods customer base has grown to over 300 school districts throughout the Southwest. As a result of our commitment to excellence, we have been recognized nationwide by the United States Department of Agriculture and the American School Food Service Association as one of the outstanding food service distributors to school districts.

A leader in the provision of School Nutrition Food and Supplies, Gold Star is widely considered one of the United States' premier processed commodity distributors. Our founder's vision became a system where school food operations can order and use commodities just like commercial products. The result? The children have products that are appetizing and the districts can utilize government subsidies. Gold Star Commodity Programs have grown to supply all items used in school meal programs:

- Frozen
- Grocery
- Fresh and Frozen Bread
- Produce
- Paper & Supplies

Food Safety, Product Recall, & Bio-Security:

Keeping students safe is our primary role. At Gold Star tremendous investment is made to ensure the integrity of the products we deliver. HACCP is not a buzz word, how we manage your goods through our system to your door. Using outside, third party companies, our systems are evaluated and graded to make sure the systems are in place and working. Food integrity also requires that food security systems are in place as mandated by industry best practices and USDA Biosecurity requirements.

Plant Description:

Gold Star Foods facility has 36 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with an anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 252,310 square feet.
Freezer 83,660 SF
Refrigerated Storage 12,100 SF
Produce Storage 3,600 SF
Dry Grocery Storage 59,800 SF
Bread Operations 12,500 SF
Dry Dock 16,600 SF
Refrigerated Dock 17.400 SF
Engine Room 2,600 SF
Battery Charging area 3,200 SF
Main Office 15,300 SF
Shipping/Receiving Office 3,040 SF

HACCP Leadership Team

Name	Title	Responsibilities	Qualifications/Experience
Tim Christoni	Director of Operations	HACCP Team Member (909) 815 – 5348	12 years of Food Operations and Distribution experience
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner (323) 496 – 7280	SQF Practitioner trained HACCP certified
Michael Weakley	General Manager Dixon	HACCP Team Member (916) 825 - 9456	HACCP trained
Octavio Salazar	Director of Transportation and Warehouse	HACCP Team Member (909) 437-9513	HACCP Trained
Jaime Anguiano	SQF Practitioner	HACCP Team Member (909) 806 - 9295	HACCP Trained
Richie Cabrera	Inventory Control	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	HACCP Team Member (626) 428-9340	HACCP Trained
Edwin Quinteros	QC Manager Produce	HACCP Team Member (626) 428-9340	HACCP Trained
Mike Lapacka	Safety Training Manager	HACCP Team Member (704) 310 - 2934	HACCP Trained

Introduction to HACCP/HARPC

Introduction:

Hazard Analysis Critical Control Point, or HACCP, is a system which gives us a proactive common sense approach to the safety management of our food products.
HACCP was originally designed in the early days of the American manned space Program, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food.
HACCP (Hazard Analysis Critical Control Points), which is a global standard developed as part of Codex Alimentarius to improve upon and synchronize international food standards, guidelines, and codes of practice to protect the health of consumers.
The HACCP system was launched publicly in 1971, and is designed to identify and control hazards that may occur anywhere in a food processing operation.
The benefits of the HACCP system are as follows:

- A Preventative System
- A Systematic Approach
- Helps demonstrate 'Due Diligence'
- Internationally accepted
- Strengthens Quality Management Systems

The FDA created HARPC (Hazard Analysis and Risk-Based Preventive Controls for Human Food). HARPC is written within Section 103 of FSMA (Food Safety Modernization Act) guidelines, and requires that food manufacturers or processing facilities operate with the strategies and guidelines in place, including:
HARPC is a US Standard which affects a number of FDA-regulated products & HACCP is a global standard.
HACCP & HARPC both define hazards (such as biological, chemical and physical) but HARPC includes radiological and intentional hazards to its high risk category.

Scope:

The purpose of this food safety program is to identify and control, prevent and eliminate food safety hazards.

The HACCP Team has defined the Scope of this analysis to begin with the receiving of ingredients and packaging to the shipment of the finished product to the customers, taking into account all possible Microbiological, Chemical, Physical and Intentional hazards which could occur during this process.. The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products

The HACCP Team will ensure that all working practices adhere to all current food safety legislation.

Definitions

TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP/HARPC Preventative Controls	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

Methodology:

Flow Chart: The flow chart has been designed so that each step of the process has been identified

Hazard Analysis Table: The method used to establish CCP's within this HACCP plan has been based on the significance of each hazard and the likelihood of occurrence as determined by the Hazard Analysis table. Hazards which can be controlled, prevented or eliminated by the application of Pre-Requisite Programs are not included in the HACCP plan. Therefore these hazards have been identified in the risk analysis and have not been carried forward to the HACCP table as CCP's. Hazards controlled by Pre-Requisite programs may be monitored without a record maintained

HACCP Table All hazards not controlled by Pre-Requisite programs and defined as highly significant have been carried over to the HACCP table as a CCP. These hazards are all monitored and a record of that activity maintained.

Guidance: The HACCP plan has been prepared in accordance with:
FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP
HARPC principles are written in accordance within Section 103 of FSMA (Food Safety Modernization Act

Revision History

Rev #	Issue Revision Date	Revised By	Reason for Revision
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	5/1/2017	Pedro Osorio	Added Joe Villarreal, removed Larry Noble
6	3/14/2018	Jaime Anguiano	Added Tim Christoni, removed Joe Villarreal, Added Mike Lapacka removed Erick Osorio

Oxnard Unified School District

RFP No. 664

Piggyback Agreement

GOLD STAR FOODS

June 2, 2022

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Extension Offer for RFP 664 Produce Products

Gold Star Foods, Inc. is awarded the contract to Oxnard Union High SD in accordance with your bid mentioned above. The term of that original contract is July 1, 2022, through June 30, 2023. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the 2022-2023 school year and extend our pricing effective July 1, 2022, through June 30, 2023, in accordance with the contract terms and conditions:

Oxnard Union HSD Contract Documents: https://app.box.com/s/ywqhg8z55g4fy8p90cym3c12xcyemsa7

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTAREOODS.COM

OXNARD UNION HIGH SCHOOL DISTRICT

SUPPLIER AGREEMENT

_____
Purchase Order Number

664 Produce Products
RFP Number

This Services Agreement (the "Agreement") is made and entered into this 11th day of May, 2022 by and between **Oxnard Union High School District** (hereinafter referred to as "District") and **Gold Star Foods**, (hereinafter referred to as "Provider.")

PROVIDER.

Gold Star Foods Provider	800-540-0215 Telephone Number
3781 E Airport Drive Street Address	909-843-9618 Fax Number
Ontario, CA 91761 City, State, Zip code	bids@goldstarfoods.com E-mail Address
26-1340567 Tax Identification or Social Security Number	78395 License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing

contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this

Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2022, and terminate on June 30, 2023. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement. Per RFP 664, and pursuant to California Education Code Section 17596 and 81644, the Proposal and Agreement may be extended, by mutual consent, for up to two (2) additional years, in 1-year increments.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

   Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

   All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

   The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement,

and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

   If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard Union High School District District	Gold Star Foods Provider
Attn: Ted Lawrence	Attn: John Cho
1800 Solar Drive Street	3781 E. Airport Drive Street
Oxnard, CA 93030 City, State, Zip Code	Ontario, CA 91761 City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For

a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ☐ Hazardous and toxic substances,
- ☐ Hazardous waste,
- ☐ Universal waste,
- ☐ Medical waste,
- ☐ Biological waste,
- ☐ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS),genetic information, gender identity, gender expression, marital status, medical

condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the teal and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00
High risk events or activities	$ 2,000,000.00	$ 4,000,000.00
Severe risk events or activities	$ 5,000,000.00	$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	$ 500,000.00 combined single limit or $100,000.00 per person / $300,000.00 per accident
Commercial vehicles:	$1,000,000.00 combined single limit
Student Transportation	$5,000,000.00 combined single limit
Buses and vehicles with capacity of more than 15	$25,000,000 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
☐ Abuse and Molestation	$ 2,000,000.00	$4,000,000.00
☐ Pollution Liability	$ 1,000,000.00	$ 2,000,000.00
☐ Cyber Liability	$ 5,000,000.00	
☐ Other: _____	$ _____	$ _____

e. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

f. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

g. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for

the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

h. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

1) General Liability

- ❑ Construction: CG 20 10 10 01 and CG 20 37 10 01;
- ❑ Facilities Rental or Lease: CG 20 11 10 01;
- ❑ Most Other services: CG 20 26 10 01.

2) Primary, Non-Contributory

- ❑ CG 20 01 01 13

3) Waiver of Subrogation

- ❑ CG 24 04 05 09

4) Commercial Automobile Liability

- ❑ CA 20 48 10 13

i. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

j. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than $50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.

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

l. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that

was in effect during the term of this agreement, and will cover the provider for all claims made.

m. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

   Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.

b. Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

c. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above.

Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper."

18. **DISPUTE RESOLUTION.**

a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is $5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

b. If the amount in dispute exceeds $5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

    Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

22. **BINDING EFFECT**. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard Union High School District District	Gold Star Foods Provider
By: _____ Signature	_____ Signature
Ted Lawrence Name	John Cho Name
Asst Supt – Business Services Title	V.P. of Merchandising & Contracts Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Supplier to provide produce products for National Food Service Program

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services $ TBD (as needed)

~~Actual and Necessary Travel Expenses $ _____~~

~~Other Expenses $ _____~~

~~Total Amount not to Exceed $ _____~~

~~Deposit $ _____~~

~~Balance Due after Completion of Services $ _____~~

~~Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.~~

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES:

GOLD STAR FOODS

Oxnard Union High School District

REQUEST FOR PROPOSAL

664 Produce Products

Due: April 19, 2022 @ 2:00 p.m.

GOLD STAR FOODS BID RESPONSE ENCLOSED

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

April 19, 2022

Ms. Deanna Rantz, District Purchasing Director
Oxnard Union High School District
1800 Solar Dr.
Oxnard, CA 93030

Dear Ms. Rantz,

Gold Star Foods, Inc. (Gold Star) is pleased to present the following offer to the Oxnard Union High School District in response to RFP No. 664 Produce Products for the 2022-2023 school year. Gold Star Foods has the experience and qualifications to perform the scope of work outlined in this RFP.

Gold Star's qualifications and experience that allow us to complete the RFP's scope of work include:

- An extensive K-12 product catalog of 7,700 school compliant products, with over 2,500 SKU's eligible for USDA Foods discounts.
- Dedicated K-12 Account Specialist and Sales Manager for every customer to address day-to-day operations and high-level proactive account management.
- Partnership affiliations with advocacy groups including the Center for Good Food Procurement, Center for EcoLiteracy, and the Community Alliance with Family Farmers.
- Innovative reporting technology that allows easy access to exportable sales reports and USDA Foods Program Management.
- Product Formulation Statements/CN Labels conveniently linked to our online product catalog.

Gold Star has twelve (12) years of experience selling fresh produce to K-12 public school districts. We currently deliver fresh produce to over 150 school districts throughout California, providing the fresh fruit and vegetable component for nearly 2 million meals per day. We complete 1,100 fresh produce school site deliveries weekly or more than 43,000 deliveries annually.

Using our current procurement models, at the height of the growing seasons, over 70 percent of the fresh produce offered by Gold Star Foods is grown and harvested within a 250-mile radius of our facilities in Ontario, CA. We provide a monthly market update newsletter with current market conditions and peak season produce available. We provide a monthly notification of Buy American compliant produce and where all produce is being sourced from.

Gold Star is proud to be the current vendor to Oxnard Union High School District for fresh produce and are proud of our service levels. During the current school year to date, Gold Star supported the district in the following ways:

- Shipped 16,274 cases from 273 unique SKUs
- Made 398 site deliveries averaging 10 deliveries per week

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

Gold Star is offering fixed pricing on all items requested. The prices are subject to change only in the event of extreme conditions considered to be Acts of God or Force Majeure. Examples would be floods, hurricanes, freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price be done with prior communication to the district. This method of pricing is transparent and easy to audit. Fixed full term pricing removes the need for cross checking invoices and calculating actual sell prices from weekly produce lists as they are submitted and changing.

Items purchased that are not on the provided list will be sold at Gold Stars fixed cost plus $3.35 per case. Gold Star would be willing to provide documentation of what that fixed cost is, upon request. If your district choses to order Fresh Produce Products thru the Department of Defense (DOD) Gold Star Foods delivery fee for service is $3.00 per case.

Warehouse Facility and Food Safety

Gold Star already delivers to the district on the requested delivery days, locations, and time frames listed in the RFP.

- Deliveries will ship from our 260,000 square foot facility in Ontario, California.
- All routes have real-time GPS tracking of all 146 refrigerated fleet vehicles for on-time deliveries.
- The warehouse is always secured and monitored via an intricate security camera system.
- Our 514 employees are fully vetted and staff going on-site to school locations are drug tested, fingerprinted, and have passed full Department of Justice background checks.

Gold Star is most proud our commitment to food safety which is the basis for our entire operation. Our Ontario warehouse is certified as a Safe Quality Food (SQF) Level 2 facility. SQF shows a commitment to food safety that goes above and beyond HACCP standards. Unlike HACCP, SQF guarantees compliance with Food Safety Modernization Act, which includes the following requirements:

- Comprehensive Sanitation Programs
- Supply Chain Traceability
- HACCP
- Comprehensive Recall Programs
- Recordkeeping

We are proud to currently partner with Oxnard Union High School District and we hope to continue this partnership. If awarded this contract, Gold Star will work with the district to fulfill the terms of the contract to the best of our ability. The food supply chain has been upended with the COVID-19 pandemic and continued labor shortages which is changing the landscape of the food distribution business. This is especially true for the Child Nutrition segment that sources highly specialized nutritionally specific items. Gold Star will source the exact products requested by the district; however, equivalent substitutes may need to be provided depending on the supply chain availability.

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

Partnering with Gold Star will provide your district with more than just food, we provide a total solution in support of your districts' mission meeting the nutritional needs of your students. Our systems, services, and support specifically meet the mandatory qualifications of this RFP, verified with a proven, measurable track record. Thank you for the opportunity to continue to be your Child Nutrition Partner.

Respectfully,

Mel Olds

Mel Olds
Vice President Produce

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

FAQ

Question: Can you tell me if the district is using DOD and if so, what amount is allocated for the 22-23 SY.

Answer: OUHSD will be using DOD funds next school year. We have allocated $20,000 to DOD.

OXNARD UNION HIGH SCHOOL DISTRICT

Request for Proposals #664
for
PRODUCE PRODUCTS

Submit Electronic Proposals to:
Deanna.Rantz@oxnardunion.org

Gold Star Foods

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **April 19, 2022** at **2:00 P.M.**, electronic Proposals for the award of a contract for:

RFP #664 PRODUCE PRODUCTS

All proposals shall be made on the form obtained in the RFP document posted on the District website noted below. Proposals must be submitted electronically via email to Deanna.Rantz@oxnardunion.org, on or before the proposal due date and time. Proposal emails must state the following in the subject line, **"RFP #664 Produce Products."** Proposals not received by the specified date and time will not be considered and will not be viewed. Proposals will not be opened and read aloud, however, Proposal responses will be posted on the District website and a Proposal abstract will be made available within five (5) business days of the Proposal due date, or upon conclusion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. RFP Documents are available at the District website: http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/ .

The contract will be awarded to the lowest responsive, responsible Proposer or Proposers. Award(s) will be based on the criteria noted in the Proposal request. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Advertising dates: 3/20/22 & 3/27/22

Gold Star Foods

OVERVIEW

Background

Oxnard Union High School District Nutrition Services Division is self-operated. The district's enrollment is approximately 17,750 students. The Nutrition Services Division serves approximately 7500 lunches and 5700 breakfasts a day across its seven sites.

Mission

Nutrition Services is dedicated to providing students with local, healthy food, emphasizing quality ingredients.

Domestic Local Procurement

OUHSD Nutrition Services defines domestic local in the following manner:

1. **Local within 25 miles of the Ventura County border**
2. **Regional within 250 miles of the Ventura County border**
3. **State within California**

Farm to School

To achieve the goal of minimizing distances traveled for the food we serve, we are reaching out to vendors who cultivate relationships with local farmers and provide fresh and clean produce products to the district. We define domestic local procurement as a three-tiered definition (above). Further, we urge vendors to work with farms that treat their employees fairly and practice sustainable agriculture. We have a goal of sourcing at least 40% of our fresh produce from domestic local procurement.

INSTRUCTIONS TO PROPOSERS

No Proposal shall receive consideration by the Oxnard Union High School District unless made in accordance with the following instructions:

1. Preparation of Proposal

The District invites Proposals from qualified Companies, to be submitted to the District at such date and time stated in the Notice Inviting Proposals, not later than **April 19, 2022 at 2:00 P.M.** Proposals shall be received electronically, via email, to Deanna.Rantz@oxnardunion.org. It is the sole responsibility of the Proposer to see that his/her Proposal is received by the proper date and time. The District is not responsible for technological issues on the Proposer's part. Proposals received after the scheduled closing time for receipt of Proposals will not be accepted and will not be viewed. The District is not responsible for costs incurred by Proposers in preparing this Proposal submittal.

Proposals must be made on the Product Proposal Sheet, Attachment 1, included in this Invitation for Proposals along with the Proposal Form. All items on the Product Proposal Sheets should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. Proposal Form must be signed by a responsible officer of the Company in order to be considered. The completed Proposal Form and Product Proposal Sheets should be without interlineations, alterations, or erasures.

Proposer must insert unit price for each item on the Product Proposal Sheets in Attachment 1. More than one unit price inserted for any one item may result in the rejection of the Proposal unless alternate Proposals are specifically requested.

No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person **authorized to sign the Proposal. No modifications can be made after the proposal due date and time.**

Companies may provide pricing on all or some items. If a company is not providing pricing on an item, it must be marked "no bid" in that unit box. The District intends to award the entire list of products to one supplier, however, may award by line item to multiple suppliers if it is in the best interest of the District. It would be advantageous for companies to provide pricing on all items.

Propose on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on the Proposal Form or Product Proposal Sheets by the District. In case of error, unit prices will govern and extensions will be corrected.

2. Proposers Responsibility

Before submitting a Proposal, Proposers shall carefully examine and become familiar with the terms and requirements of the contract and Proposal documents, specifications, and other forms and documents included in the invitation for Proposals. Proposers shall be fully informed as to all existing conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this invitation for Proposals. Proposers shall insure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge on the part of the Proposer.

3. Proposal Schedule

Advertisements	3/20/22 & 3/27/22
Request for Information (RFI) Deadline:	4/8/22 @ 2:00 p.m.
Proposals Due	**4/19/22 @ 2:00 p.m.**
Evaluation and Review Process	4/20/22 – 4/26/22
Request for Award of Contract to School Board	5/11/22

4. Proposal Security

None required.

5. Requests for Information

Any questions relative to this Proposal should be directed to the District Representative, the Director of Purchasing, Deanna Rantz, no later than **April 8, 2022 at 2:00 p.m.**, and must be put in writing and emailed to deanna.rantz@oxnardunion.org. Companies must refrain from contacting any other individuals during the RFP process, unless specifically authorized by the District Representative to do so.

6. Agreement to Terms

By replying to this Proposal, Proposer accepts and is bound by the terms and conditions set forth in the Proposal documents and the Purchase Order Terms and Conditions located at https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/po-terms-conditions . Upon successful award, Supplier must enter into an Agreement with the District (Exhibit A) and comply with all terms and conditions.

7. Identification of Proposer

Each Proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.

8. Withdrawal of Proposals

A Proposal may be withdrawn by the vendor prior to the time fixed for the opening of Proposals but may not be withdrawn for a period of sixty (60) days after the opening of Proposals.

9. Acceptance or Rejection of Proposals

The District reserves the right to reject any and all Proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. Proposals that arrive after the time set forth for opening in this Invitation for Proposals will not be considered.

10. Award of Contract and Notification

The award of this proposal will be made to a single responsive and responsible bidder, or to multiple bidders, who meet the terms and conditions of the request. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review.

review committee. "Minimum qualifications" shall mean: completely responsive proposals meeting all RFP instructions and conditions, received by the proposal due date and time.

An award will be made based on lowest price offered and additional criteria noted in the AWARD POINT SYSTEM. The District reserves the right, in its absolute discretion, to accept Proposals, or any part of any Proposal, and to make an award of contract(s) in the best interest of the District. The District reserves the right to award all or part of this Proposal to one or more vendors by line item. ***"All or Nothing" Proposals should be stated on Proposal Form.*** Notification of award will be made by Notice of Award letter accompanied by signed contract or Purchase Order, following Board approval of award of contract. Should the proposer accept award by line item, they shall state that answer on the Proposal Form in the appropriate area.

11. Equal Proposals

When Proposals are equal, they shall be awarded by drawing of lots, and shall be witnessed by three (3) impartial observers.

12. Amendments

The terms and conditions contained in this invitation for Proposals, Proposal Form, Proposal Instructions and Conditions, General Conditions and Specifications herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued shall form a part of the documents and specifications issued to vendors for the preparation of their Proposals and shall constitute a part of the contract documents. Any addenda issued must be marked as having been received on the Proposal Form. Failure to acknowledge any addenda that have been issued will render the proposal unresponsive.

13. Evidence of Responsibility

Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications, competency, and responsibility to perform the proposed contract. The District may consider such evidence before making its decision in awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the Proposal. The District reserves the right to reject the Proposal of any vendor who has previously failed to perform properly to complete on time contracts of a nature similar to this project.

14. Pre-Award Conference

The apparent low responsive and responsible Proposer may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.

The purpose of the pre-award conference will be to discuss and evaluate the Proposer's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Proposer possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.

The decision of the District's representatives as to the ability of the Proposer to successfully service this contract in accordance with the requirements shall be final.

15. Protests

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid/proposal due date and time.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

16. Taxes

Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

17. Discounts

Any discounts offered by Proposers must be stated clearly on the Proposal Form and Product Proposal Sheets so that the District can calculate properly the net cost of the Proposal. Offers of discounts or additional services not delineated on the Proposal Form will not be considered by the District.

Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.

18. FOB Destination Pricing

Proposers must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Fact Sheets. Prices should be stated in the units specified and Proposers should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Proposers, must include on site off loading and inside delivery.

19. Quantities

The quantities indicated on the Product Proposal Sheets in Attachment 1 are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

The District does not guarantee order quantity amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Proposers shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed are for the purposes of forecasting and not to be considered a promise to purchase.
The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

20. Samples and Demonstrations

On request, samples of the products being proposed shall be furnished free of cost to the District. Proposers may be required to demonstrate any item(s) proposed. Such demonstration(s) shall be made within the Oxnard Union High School District boundaries. The District reserves the right to reject the Proposal of any Proposer failing to submit samples or provide demonstrations as requested.

21. Environmentally Preferable or Sustainable Products

The District is interested in purchasing products that have a lesser or reduced negative effect or increased positive effect on human health and the environment. District goals are to: buy materials with as much recycled content or parts as possible, minimize waste and packaging materials, conserve energy, water or other natural resources, prevent pollution, purchase products that do not contain toxic substances, protect open spaces, encourage environmentally positive practices and use energy alternatives to fossil fuels. Bidders
are encouraged to provide environmentally friendly packing or products from manufacturers that follow sustainable methods.

22. Container Costs and Delivery

All costs for containers shall be borne by the Proposer. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, protection, handling, temperature control, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

Deliveries shall be required at the locations, times and frequencies listed on the District Fact Sheet & Contact Information form. Upon award of Proposal, Supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

23. Negotiations

A response to any specific item of this invitation to Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

24. Interpretation of Specifications and Documents

If any person submitting a Proposal is in doubt as to the true meaning of any part of this RFP, specifications or other contract documents, or finds discrepancies in any part of this RFP, he/she may

submit a written request for an interpretation or correction to the District's Purchasing Director, Deanna Rantz, via email at Deanna.Rantz@oxnardunion.org. Any interpretation or correction of the contract document will be made only by a Clarification or Addendum posted on the District website. It is incumbent upon all companies to familiarize themselves with the website and check for updates. The District will not be responsible for any other explanations or interpretations of the RFP documents. Any addenda issued during the time of this invitation for Proposals or forming a part of the documents provided to the Proposer for the preparation of his Proposal, shall be made a part of the contract. No Addenda will be issued later than three (3) days prior to the date set for the opening of Proposals so that all inquiries can be answered in writing and distributed to all vendors in ample time before the opening date for Proposals. Addenda must be acknowledged on the Proposal Form.

25. Proposers Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work or products.

26. Modifications to Agreement

Any modifications, qualifications, exceptions, changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of Proposal.

27. Method of Pricing and Completing Proposal

The District recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. The District is seeking proposals using a "cost plus" pricing method. Cost plus pricing recognizes the variable market fluctuations to the Proposer while guaranteeing the District's case markup does not fluctuate throughout the year.

Price quotations must be based on a cost plus formula, this will consist of your actual cost, as shown on your invoice, plus a fixed dollar and cents figure markup, or delivery fee, represented in column "H" of Attachment 1 Produce Proposal Sheet, which represents what you will charge above your actual costs.

28. Product Recalls

If a product recall is instituted on an item that has been furnished and delivered to the District, Vendor must immediately notify the District Nutrition Services Department with all pertinent information regarding the recall.

29. Inspection of Facilities

The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility and relevant equipment maintenance schedules in order to insure optimum manufacturing, storage, and distribution practices. If the District determines that after such inspection the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

30. References

Proposer will provide three (3) current references that require deliveries to multiple locations. These references must include the client name, address, phone number, email and name of contact person. At least two of the three references provided must be from school districts located within California.

31. Method of Award

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year, since 2019-2020. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

The District shall not be obligated to accept the lowest priced proposal but will make an award in the best interest of the District. The District reserves the right in its absolute discretion to accept Proposals or any part of Proposals, as deemed necessary for the best interest of the Nutrition Services Division.

The District recognizes that in order to obtain the freshest and most locally grown produce, the district may need to award to and contract with multiple produce vendors. The anticipated method of award shall be by line item or product group to the lowest responsive and responsible Proposer(s) meeting all terms, conditions and specifications, locality, freshness requirements, and receiving an acceptable rating on all other factors, including product geographical preference, quality and service.

The low Proposer(s) will be determined by the Subtotal offered for each line item. The Subtotal (column I) must include the Proposal Price per Unit (column G) added to the Mark Up Cost (column H). If a Proposer has offered any prompt payment discount, the District will subtract those payment discount terms (over 15 days only) to arrive at each vendor's net pricing offer.

The District reserves the right not to necessarily purchase all items and/or quantities listed in the Proposal document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined.

32. Offers of Additional Items

This invitation for Proposals does not cover all products that will be used during the school year but does include the products that are most used. Vendors are to attach a separate list of all products available, with firm prices for the contract period. Additional items offered will not be considered when calculating Proposal totals and awarding a contract.

33. Commencement of Deliveries

After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of the District purchase order. Failure to complete all deliveries within fourteen (14) days after receipt of a district purchase order shall be considered sufficient cause for default action under the default provision of this proposal.

GENERAL CONDITIONS

1. Responsibility for Supplies and Materials

The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.

2. Specification Variance

All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District. The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

3. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

4. Default

If the Contractor refuses or fails to perform all or any part of its obligations under the contract or the Proposal documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. Indemnification and Hold Harmless

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

(a) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

(b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

(c) Contractor shall defend, indemnify, protect, and hold harmless Oxnard Union High School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions to Proposers, General Conditions, Specifications, Agreement, or any other document forming a part of this Invitation for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the Proposal and contract shall conform to all applicable requirements of local, state and federal law.

7. Anti-Discrimination

The Governing Board of the Oxnard Union High School District has adopted an Equal Employment Opportunity Policy for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the contract.

8. Piggyback Clause/Other Districts

For the term of the contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the distributor, other school districts and community college districts, any public corporation or agency including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

9. Governing Law and Venue

In the event of litigation, the Proposal documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Ventura County.

10. Comprehensive General Liability Insurance

Successful Proposer shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful Proposer and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful

Proposer will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

1. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate.

2. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than ***$1,000,000*** per occurrence.

3. An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's policy and naming the Oxnard Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

4. Insurance certificate must name Oxnard Union High School District as additional insured.

11. Product Quality Control

The District reserves the right to discontinue service of all or any portion of any contract resulting from this Proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:

- Inspect delivery trucks for any signs of contamination
- Check all expiration and best if used by dates
- Use thermometers to check temperatures
- Accept product only at acceptable temperatures
- Reject unacceptable items

12. Packaging

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Produce shall be delivered free of excess quantities of dirt on the produce or the packaging materials. Any cleaning that has been performed prior to delivery should be communicated so that cafeteria staff know whether additional food safety steps are required.

Cut produce must be sulfite free as indicated in the product specifications sheet.

13. Price Adjustments

Any price increase must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The Contractor may request an annual price adjustment. The request must be submitted in writing, to the District Purchasing Department **at least 45 days** in advance of the contract anniversary date of July 1. The decision of the District as to the validity and amount of increase shall be final.

Any decrease in prices of the items listed herein should result in a corresponding decrease in prices to the District for the balance of the contract period, or for as long as the lower prices are in effect.

14. Contract Term and Extension

The contract term shall be from July 1, 2022 through June 30, 2023. The contract awarded from this RFP may be extended for up to and no more than two (2) additional years, in 1-year increments, upon mutual agreement by the District and the vendor.

15. Additional Items / Deletions

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

16. Purchases Out of Contract

The District reserves the right to purchase similar items from other sources.

17. Non-transferable Responsibilities

No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

18. Delivery Instructions (see additional delivery instructions for USDA Pilot Program)

The time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the contract.

All items shall be securely and properly packed and clearly marked as to contents. **All shipments must be accompanied by a packing slip and the District purchase order number shall appear on the packing slips.**

Contractor shall maintain product temperatures in accordance with state and local requirements at all times up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District.

For produce, the district is requesting that all deliveries be made as close as possible to the time of harvest, preferably within 48 hours of leaving the farm.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet.

The Contractor shall make deliveries to each school site during open kitchen hours. Specifically, the district requires all school site deliveries must be made during the hours of 6:00am – 1:30pm. If deliveries are made during meal service, we ask the driver to wait until meal service is completed and the manager or designee confirms the delivery against the order. Deliveries to school kitchens must be made within the hours specified on the District Fact Sheet, unless arranged otherwise. Issuing keys for early morning or late-night deliveries shall be made an option if it is in the best interest of the District.

The Contractor's delivery driver shall check in with the Cafeteria Manager, or designated representative upon arrival at the kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the cafeteria manager or designee.

19. Invoicing and Billing Period

Unless otherwise specified, Supplier shall render invoices in triplicate, **if supplying in hard copy,** for materials delivered under the contract, to the address and department as stated on the District Fact Sheet. **If submitting electronically,** invoices shall be submitted immediately upon delivery of items to the district **at the following email addresses: accountspayable@oxnardunion.org and alyssa.ribaya@oxnardunion.org**

All invoices shall include the following information:

1. **District Purchase Order Number**
2. Contractor's name, address, and telephone number
3. Contractor's invoice number and date
4. Designated line for District signature
5. Delivery address and School Name
6. Date of delivery
7. Product description for each item ordered
8. Name and Location of Farm providing the produce item(s)
9. Product quantity for each item ordered
10 Unit and extended price for each item ordered
11. Any taxes or fees listed separately
12. Total price of order/invoice
13. Produce deliveries must indicate the farm providing the product on the invoice

20. Delivery and Invoicing Process for USDA Pilot Program Produce

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables School Year 2022-2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

Once established as an approved vendor the eligible products available to Oxnard Union High School District will be listed on the approved vendor's online catalog. Approved vendors agree to accept orders from the online catalog and/or phone/email.

Approved vendor will issue a separate invoice to the AMS for unprocessed fruits and vegetables sold under the pilot project. Vendor will submit invoices and any other necessary reports directly to the USDA by email to FVPilotProject@ams.usda.gov.

Approved vendor understands that the AMS will pay the vendor within 10 calendar days of receiving the invoice.

21. HACCP Plan

The Supplier must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) This shall be submitted as part of the Proposal package. Any changes to the vendor's HACCP plan must be communicated to OUHSD upon implementation of changes. Failure to provide a plan change may result in termination of contract.

DISTRICT FACT SHEET
OXNARD UNION HIGH SCHOOL DISTRICT

Delivery Locations and Hours for Delivery

School Site Receiving hours: 6:00 AM to 1:30 PM Monday –Friday (see delivery conditions during meal service)

School Site Delivery Locations

Adolfo Camarillo High School
4660 Mission Oaks Blvd.
Camarillo, CA 93012
Café Manager: Lizbet Munguia
(805) 394-4757
Monday - Thursday
NUTRITION: 10:34 – 10:41
LUNCH: 12:45 – 1:20
Friday
NUTRITION: 11:02 – 11:09
LUNCH: 12:59 – 1:34

Channel Islands High School
1400 Raiders Way
Oxnard, CA 93030
Café Manager: Hilda Chavez
(805) 385-2772
Monday - Thursday
NUTRITION: 10:00 – 10:12
LUNCH: 11:48 – 12:23
Friday
NUTRITION: 10:48 – 11:00
LUNCH: 12:20 – 12:55

Hueneme High School
500 Bard Road
Oxnard, CA 93033
Café Manager: Aurea Vea
(805) 385-2665
Monday - Thursday
NUTRITION: 10:30 – 10:45
LUNCH: 12:55 – 1:30
Friday
NUTRITION: 11:18 – 11:27
LUNCH: 1:13 – 1:48

Pacifica High School
600 East Gonzales Road
Oxnard, CA 93030

Café Manager: Denise Prado
(805) 278-3154
Monday - Thursday
NUTRITION: 10:42 – 10:51
LUNCH: 12:55 – 1:30
Friday
NUTRITION: 10:16 – 10:25
LUNCH: 12:07 – 12:42

Oxnard High School
3400 West Gonzales Road
Oxnard, CA 93030
Café Manager: Darlene Hooks
(805) 278-3205
Monday - Thursday
NUTRITION: 10:00 – 10:12
LUNCH: 11:48 – 12:23
Friday
NUTRITION: 10:51 – 11:03
LUNCH: 12:22 – 12:57

Rio Mesa High School
545 Central Avenue
Oxnard, CA 93036
Café Manager: Shelley Ragland
(805) 278-5545
Monday – Thursday
NUTRITION: 10:35 – 10:49
LUNCH: 12:57 – 1:32
Friday
NUTRITION: 10:52 – 11:06
LUNCH: 11:54 – 12:29

Rancho Campana High School
4235 Mar Vista Drive
Camarillo, CA 93010
Café Manager: Delia Chavez
(805) 389-6400
Monday – Thursday
NUTRITION: 10:43 – 10:53
LUNCH: 12:39 – 1:14
Friday
NUTRITION: 10:37 – 10:47
LUNCH: 11:53 – 12:28

PRODUCE PROPOSAL AWARD POINT SYSTEM

The District has chosen to implement a point system to make award(s). The following scoring system will be used in determining which of the three lowest Proposers will most closely meet the best interests of the District. There is a possible score of 100 points.

Cost

The Proposer with the lowest average cost including case mark-up cost.

Lowest Proposer	45
2nd lowest	35
3rd lowest	25

Food Safety/Traceability

Strength of HACCP Plan: Proposer's ability to provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce) including: a list of farms and products sourced from each farm, unique product identification numbers for locally grown products from aggregated products, and farm of origin information clearly marked on each case delivered to cafeterias and on the invoices provided with delivery. If produce not purchased directly from a farm, please provide as much information as available regarding the source of produce. **A sample of a traceability report will be requested with any produce samples provided.**

Rated best able to meet the requirements	20
Rated 2nd best able to meet the requirements	15
Rated 3rd best able to meet the requirements	10

Questionnaire

Answered questions in the questionnaire section.

Rated best able to meet the produce specifications	20
Rated 2nd best able to meet the produce specifications	15
Rated 3rd best able to meet the produce specifications	10

Past Performance/Service Reliability

Proposer must have a proven ability to deliver high quality produce in a timely manner, to a large customer with multiple sites, requiring daily and or weekly deliveries. References of past and present customers may be checked to determine ability to meet required service levels.

Best able to meet service requirements	15
Rated 2nd best able to meet service requirements	10
Rated 3rd best able to meet service requirements	5

Total _____/100

PRODUCE SPECIFICATIONS and CONDITIONS

1. Procurement Priorities

The purpose of this Proposal is to identify the Vendor(s) that can fulfill the following combination of competitive case markups, delivery schedule needs, and quality and origin procurement priorities.

2. Case Markup

Please list your proposed case markup/delivery fee in your RFP response in column H on the Product Proposal Sheets, Attachment 1. This markup will remain firm for the full school year of purchases July 1, 2022 through June 30, 2023.

3. HACCP Program

Vendor must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) This shall be submitted as part of the Vendor's Proposal package. Any changes to the vendor's HACCP plan must be communicated to OUHSD upon implementation of changes. Failure to provide a plan change may result in termination of contract.

4. USDA Pilot Program

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year 2022 - 2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot project's AMS Eligible Vendor List.

5. Produce Traceability Initiative

Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request.

6. Produce Grade

Unless indicated otherwise in the product specifications, the District expects to be offered US No 1 product at all times.

7. Produce Quality Assurance

The District expects that all produce will be inspected for quality assurance, and any produce that does not appear to be of the highest quality be pulled and replaced before shipping out to sites.

8. Weekly Price Sheets

Vendor must supply Nutrition Services with a weekly price sheet of available produce items.

9. Product Origin Transparency

The District requires clear identification of the origin of product on the weekly offering list, invoices and cases.

This includes:

a. Mandatory identification of Country of Origin;
b. Mandatory identification of California products;
c. Mandatory identification of state of origin of other products; and
d. Preferred identification of Farm/Farmer.

10. Domestic Local Origination

The District expects that all produce offered will be of domestic origin as much as the prevailing market conditions allow, with notable exception of bananas. The District preference is to purchase domestic local produce, balancing origin with quality.

The District defines domestic local within a tiered format:

1. Local as defined within 25 miles of the Ventura County border
2. Regional as defined within 250 miles of Ventura County border
3. State as defined as within the state of California

11. California Grown

The District wishes to engage a vendor that has a proven track record of both purchasing and promoting agricultural products grown in California.

The District requires all Proposers to provide information indicating where the supplies and produce is grown, (specific farm information), and processed (Processing plant/manufacturer). (see questionnaire)

12. California -Grown Small Farms and/or Aggregators

The district is stating a preference for produce items that are a variety unique to the region. Produce that can be delivered within 48 hours of harvest is preferred.

Vendors must indicate on the product specification if they are able to purchase produce from local, regional or state farms (following the tiered preference for Domestic Local Origination as indicated).

13. Deficiencies, Defects, and/or Damages to Products shall be Corrected by Vendor

The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered to the District in accordance with this RFP. All corrections shall be made within a maximum of two (2) calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the Nutrition Services Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

14. Credits and Refusal of Product

The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods.

15. Credits for Product Post Delivery

Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

16. Monthly statements

Report of each site volume and details of purchased goods, credits and returns or damaged goods by school is expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Director of Nutrition Services by the fifth day of the following month.

17. Velocity Reports

The chosen Vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by school site are required. Reports shall be emailed to the Director of Nutrition Services by the fifth day of the following month. Reports must contain the following:

1. Item name
2. Item size
3. Pack size
4. Type of produce (Fruit or Veg)
5. Unique item code (e.g. must differentiate local gala apples from Washington gala apples)
6. Country of origin
7. State of origin
8. Quantity purchased
9. Item price
10. Average price
11. Identification of farm

PROPOSER's CHECKLIST

Oxnard Union High School District
RFP #664 PRODUCE PRODUCTS

The following documents must be included in Proposer's sealed Proposal package and submitted no later than **2:00 PM on April 5, 2022** to the Purchasing Department, 1800 Solar Drive, Oxnard, CA 93030.

Check below to indicate that the documents are included in your Proposal package.

- ✓ Proposers Checklist
- ✓ Proposal Form/Acknowledging all Addenda
- ✓ Product Proposal Sheets (Attachment 1)
- ✓ Reference Form (complete for 3 references)
- ✓ HAACP Plan
- ✓ Produce Specifications Questionnaire (Response to Geographic Preference Specifications)
- ✓ Non-Collusion Declaration (Notarized)
- ✓ Contractor's Certificate Regarding Drug-Free Workplace
- ✓ Contractor's Certificate Regarding Workers Compensation
- ✓ Prompt Payment Discount
- ✓ Buy American Certification
- ✓ Disclosure of Lobbying Activities (Attachment 2)
- ✓ Certification of Insurance (COI) – General Liability, Auto, Worker's Compensation

Gold Star Foods

Oxnard Union High School District

PROPOSAL FORM

RFP #664 Produce Products

The undersigned bidder, having become familiarized with all the following documents including but not limited to the notice Inviting Proposals, the Proposal Instructions and Conditions, General Conditions, District Fact Sheet and Contact Information, and entire Proposal package, hereby proposes to furnish and deliver said supplies in accordance with prices provided on the attached itemized Product Proposal Worksheet Attachment 1:

Terms: Net-30

Delivery Time ARO: 2-7 days
(after receipt of order)

Addenda Acknowledgement:

No._____, Dated n/A	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____

1. It is understood that the District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids, or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the RFP document.

2. The bidder hereby warrants that the bidders has all the appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the contract.

3. The required Non-Collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the proposal automatically nonresponsive.

4. Failure to complete the Proposal Form, including acknowledging all addenda, will render the proposal nonresponsive.

5. Quantity estimates are approximate and the District does not guarantee a minimum or maximum amount.

6. Bidder hereby acknowledges is has read and will submit all required documents noted in the Proposer's Checklist.

Gold Star Foods

7. Bidder hereby certifies that is has signed the Produce Proposal Worksheet.

8. Bidder acknowledges the OUHSD Exhibit A Agreement shall be executed and Bidder may include it's company contract in the proposal submittal response, if it will be required to be executed in addition to Exhibit A.

Bidder Questions:

1. Explain the pricing method used on the Product Proposal Sheets in Attachment 1 (i.e. cost plus, percentage of markup, etc.):
   Fixed pricing
2. Does Proposer accept award by line item? Yes___ or No X

I hereby acknowledge and agree to all specifications and conditions of this Proposal of the Oxnard Union High School District and will provide all products and services as requested.

Gold Star Foods	Mel Olds
Name of Company	Signature
Mel Olds	V.P. of Produce
Printed/Typed Name	Title

Ontario	CA	91761	909-843-9600	909-843-9618
City	State	Zip	Phone	Fax

Bids@goldstarfoods.com	April 19, 2022
Email	Date

Gold Star Foods

PRODUCT PROPOSAL SHEETS

Oxnard Union High School District
RFP #664 Produce Products

See Attachment 1 Product Proposal Sheet

Gold Star Foods

REFERENCE FORM

Oxnard Union High School District

RFP #664 Produce Products

Company Name: Gold Star Foods

Proposers must submit at least three (3) reference.

Client Name and Address	Pomona Unified School District 1460 East Holt Avenue Suite 160 Pomona, CA 91767
Contact Name, Telephone Number, and Email Address	Daryl Hickey 909-391-4711 daryl.hickey@pusd.org
Number of Delivery Locations	41 schools
Frequency of Deliveries	76 drops per week
Annual Dollar Volume of Orders	$650,000 YTD

Client Name and Address	Anaheim Union HIgh School District P.O. Box 3520, Anaheim CA
Contact Name, Telephone Number, and Email Address	Orlando Griego 714-999-3569 griego_o@auhhsd.us
Number of Delivery Locations	21 school
Frequency of Deliveries	12 drops per week
Annual Dollar Volume of Orders	$304,000 YTD

Client Name and Address	Murrieta Valley Unified School District 41870 McAlby Ct, Murrieta, CA 92562
Contact Name, Telephone Number, and Email Address	Jill Lancaster 951-696-1600x1148 jlancaster@murrieta.k12.ca.us
Number of Delivery Locations	19 schools
Frequency of Deliveries	24 drops per week
Annual Dollar Volume of Orders	$158,000 YTD

Produce Specifications Questionnaire

Oxnard Union High School District

RFP #664 Produce Products

Proposers must answer all of the following questions related to OUHSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

1. Please describe your company's ability to provide the district with source identified produce that is unique to the local, regional and CA state origination definition (provided). What systems do you have in place for tracking and labeling procured produce?

2. OUHSD is building relationships with small farmers to provide the district's produce requirements for in-season fruits and vegetables. The successful Proposer will demonstrate willingness and ability to work with these farmers to provide produce for the OUHSD school meals program. Please describe your company's strategy for working with smaller local, regional and CA farmers.

3. Please provide a list of the farms you purchase from providing the items indicated on the produce specifications worksheet.

4. Please describe your company's cost plus or mark-up cost method of pricing products.

5. Will you be able to coordinate and/or participate in educational efforts within the OUHSD Farm to School Program including; farmer's markets at school, field trips, nutrition education and guest speaking opportunities?

GOLD STAR FOODS

Oxnard Union High School District
Request for Proposal
RFP #664 Produce Products

Company Name:	**Gold Star Foods, Inc. (Gold Star)**

Proposers must answer all of the following questions related to OUHSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

1. Please describe your company's ability to provide the district with source identified produce that is unique to the local, regional and CA state origination definition (provided). What systems do you have in place for tracking and labeling procured produce?

Gold Star Foods is able provide OUHSD with source identified produce that is local, regional, and CA state grown as defined in the RFP. We strive to source all produce locally first then other domestic locations before moving to foreign sources. This allows all produce partners to be compliant with Buy American provisions as well as meet Local Sourcing initiatives. Included in this response, you will find a comprehensive list of CA produce available. While this is not an inclusive list and we are continuously looking for farms to provide local produce, this provides a snapshot of the information that we have available.

Gold Star has several communications to assist school districts with ongoing produce market information. We provide a monthly market update newsletter with current market conditions and peak season produce available. We also provide a monthly notification of Buy American compliant produce and where all produce is being sourced from.

Below are two snapshot examples of a portion of these documents.

GOLD STAR FOODS

Buy American Certification – March and April 2021

Dear Valued Produce Customer,

To support our partner school districts in complying with the Buy American Provision, we are providing you with the following list of fresh produce items being offered and their associated point of origin. The items listed in the foreign sourced category will remain in effect through April 2021.

Fresh Produce Category – Domestic Origin	Fresh Produce Category – Foreign Sourced Product	N = N/A Grown P= Price S= Season
Apples (All Varieties)	Avocados - Mexico	S

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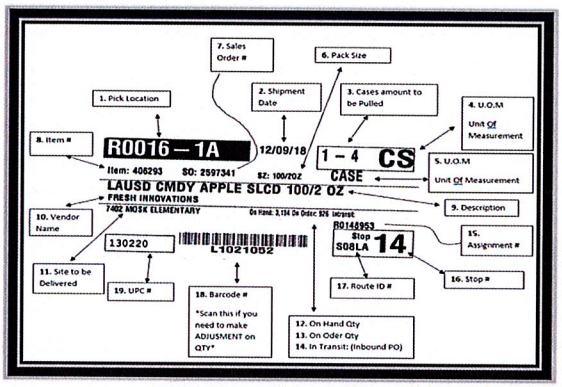
GOLD STAR FOODS

Using our current procurement models, at the height of the growing seasons, approximately 70 percent of the fresh produce offered by Gold Star Foods is grown and harvested within a 250-mile radius of our facility in Ontario, CA.

In addition to supporting Local Sourcing initiatives, food safety is the basis for our entire operation. Our operation is safe, compliant, and has full traceability of all products we receive and deliver. We are certified as Global Food Safety Initiative (GFSI) operation-Safe Quality Food (SQF) Level 2. The GFSI is the most stringent food safety certification available globally.

Gold Star has a state-of-the-art warehouse management system that ensures full traceability of the foods received, stored, and shipped to customers. All processed fresh fruit and vegetables available to order from Gold Star Food are delivered with the (Best If Used By Date) identified on the outside of each case and also on the individual pack units within the case itself.
Example: Best If Used By 3-29-2021

Intelligent pick labels are affixed to every case (or pallets for bulk pick quantities) which denote all information required for full traceability of product received and shipped. Case labels ensure accurate deliveries, reduce errors during the picking process, and allow for easier identification of product in the event of a product hold or recall.



2. OUHSD is building relationships with small farmers to provide the district's produce requirements for in-season fruits and vegetables. The successful Proposer will demonstrate willingness and ability to work with these farmers to provide produce for the OUHSD school meals program. Please describe your company's strategy for working with smaller local, regional and CA farmers.

Gold Star Foods is willing to partner with small farmers that meet our good food procurement requirements. Upon award of the contract, the dedicated Sales Manager will schedule a meeting with OUHSD Food Service Director to identify these local farmers and further understand the role Gold Star Foods can take to support OUHSD's local sourcing goals. As a school-only distributor we can easily adapt our programs to best meet the needs of the District. If awarded the contract, we would work with the district to identify what percent of purchases are local and identify the farmer/grower. We have created

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GOLD STAR FOODS

customized lists for customers that show the percent of California and percent local produce purchases, using local definitions of the district. Gold Star offers a California Grown Seasonal Availability chart that shows when fresh fruits and vegetables are seasonally offered by California suppliers. This chart will assist school districts in planning menus that offer fresh California produce at the peak of the growing season.

3. Please provide a list of the farms you purchase from providing the items indicated on the produce specifications worksheet.

Here is a list of many of our California growers/suppliers/processors. This list does not include all produce suppliers that we source from but provides a sampling of our commitment to work with California farmers.

- *Gill's Onions – Oxnard, CA Grower shipper of bulk & processed onions.*
- *Naturipe Berry Growers – Santa Maria, CA Grower of fresh berries.*
- *Adam Brothers – Santa Maria, CA Grower shipper of leafy veg, root veg, parsley & cilantro.*
- *Gold Coast Produce – Santa Maria, CA Grower shipper of packaged parsley, cilantro & leafy veg*
- *Taylor Farms – Salinas, CA Processed vegetable salads & greens.*
- *Westlake Produce – Salinas, CA Produce (all lines) Distributor.*
- *Manns Produce – Salinas, CA Processed hardy veg, peas, etc.*
- *Okui Farms – Salinas, CA Grower shipper of vegetables*
- *Queen Victoria -Salinas, CA. Grower shipper of lettuce, celery, broccoli*
- *Del Mar Produce – Westley, CA Grower shipper of cantaloupe, honeydew, watermelons*
- *Pacific Tomato – Tracy, CA Grower of fresh tomatoes*
- *Fresh Innovations – Stockton, CA Processor of sliced apples)*
- *Rivermaid Produce – Lodi, CA Distributor of full line fresh produce.*
- *Lipman Farms – Manteca, CA Grower shipper of tomatoes, hardy vegetables.*
- *Babe Farms – Santa Maria, CA Grower shipper of specialty baby vegetables*
- *HMC Farms – Reedley, CA Grapes and stone fruit.*
- *Kingsburg Orchards – Kingsburg, CA Stone fruit, CA apples & Citrus*
- *King Fresh Farms – Dinuba, CA Distributor of a full line of fresh produce.*
- *Sunwest Citrus – Parlier, CA Grower shipper of citrus.*
- *Sierra Produce – Colusa, CA Distributor of a full line of fresh produce.*
- *Premier Mushroom – Colusa, CA Grower of fresh mushrooms*
- *Peri & Sons – Firebaugh, CA Grower shipper of onions.*
- *1st Quality Produce -Fresno, CA. Processor of all fresh fruit and vegetables*
- *Boskovich Farms – Oxnard, CA Processed vegetable greens*
- *Pablo's Produce – Oxnard, CA Grower shipper of lettuce greens, celery, & cilantro.*
- *Muranaka Farm – Moorpark, CA Grower shipper of root veg, cilantro, kale, parsley, & green onions.*
- *Limoneira Company – Santa Paula, CA Grower packer of citrus.*
- *Calavo Growers – Santa Paula, CA Grower shipper of CA avocadoes.*
- *Kernridge Growers – Arvin, CA Grower shipper of bulk & process carrots*

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GOLD STAR FOODS

4. Please describe your company's cost plus or mark-up cost method of pricing products.

Gold Star is offering fixed pricing on all items requested. The prices are subject to change only in the event of extreme conditions considered to be Acts of God or Force Majeure. Examples would be floods, hurricanes, freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price be done with prior communication to the district. This method of pricing is transparent and easy to audit. Fixed full term pricing removes the need for cross checking invoices and calculating actual sell prices from weekly produce lists as they are submitted and changing.

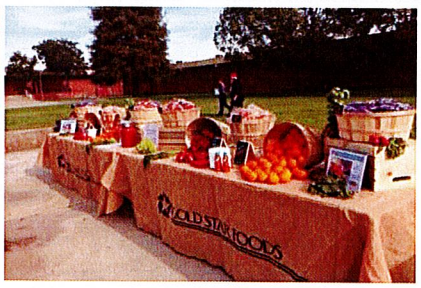
Items purchased that are not on the provided list will be sold at Gold Stars fixed cost plus $3.35 per case. Gold Star would be willing to provide documentation of what that fixed cost is, upon request. If your district choses to order Fresh Produce Products thru the Department of Defense (DOD) Gold Star Foods delivery fee for service is $3.00 per case.

5. Will you be able to coordinate and/or participate in educational efforts within the OUHSD Farm to School Program including; farmer's markets at school, field trips, nutrition education and guest speaking opportunities?

The Sales Manager coordinates and participates in educational efforts based on the specific needs of the customer. Gold Star is a happy to coordinate farmer's markets at schools, field trips, nutrition education and guest speaking opportunities. Though not an all-inclusive list, Sales Managers have assisted fresh produce customers in some of the following ways:

- Provided school site level pieces of training such as produce basics & online ordering
- Supported staff monthly meetings and back-to-school meetings
- Hosted summer meal kick-off events and community educational events
- Coordinated taste testing and farmers market student events
- Assisted with the curbside meal distribution
- Hosted warehouse tours and staff trainings at our Warehouse facilities

Gold Star has facilitated events with our farmers and field trip to farms. Gold Star has also assisted with classroom visits by farmers. Travel costs would be incurred by the district for field trips. We would be happy to work with your district to facilitate curriculum that would meet the goals of the district. Considering the pandemic, we can work with the district on socially distant or virtual options as well.



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NON-COLLUSION DECLARATION

Oxnard Union High School District
RFP #664 Produce Products

STATE OF CALIFORNIA

COUNTY OF San Bernardino

Mel Olds being first duly sworn, deposes and says that he/she is V.P. of Produce

(Title)

of Gold Star Foods, the party making the foregoing

(Name of Proposer)

Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposalding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Mel Olds

(Signature)

Mel Olds

(Typed Name)

Gold Star Foods

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

_____

Notary Public

My Commission Expires:

_____

See Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On April 18, 2022 before me, Sang Kim, Notary Public
(insert name and title of the officer)

personally appeared Mel Olds,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

SANG IL. KIM
Notary Public · California
San Bernardino County
Commission # 2326233
My Comm. Expires Apr 10, 2024

CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Oxnard Union High School District
RFP #664 Produce Products

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code Section 8350 et.seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

   1) The dangers of drug abuse in the workplace;
   2) The person's or organization's policy of maintaining a drug-free workplace.
   3) The availability of drug counseling, rehabilitation and employee-assistance programs;
   4) The penalties that may be imposed upon employees for drug abuse violations

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to aProposale by the terms of that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the employee agree to aProposale by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of SectIon 8355, that under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et.seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: April 19, 2022

CONTRACTOR: Gold Star Foods Melissa Olds

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Oxnard Union High School District
RFP #664 Produce Products

Labor Code Section 3700.

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Company: Gold Star Foods

Name: Mel Olds

Signature: Mel Olds

Date: April 19, 2022

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Gold Star Foods 6

PROMPT PAYMENT DISCOUNT

Oxnard Union High School District
RFP #664 Produce Products

Vendors are advised that cash discounts of 15 days or greater are acceptable and will be applied as part of the award calculations. Cash discounts of less than 15 days are not acceptable and will be considered as NET 30 days.

IMPORTANT NOTE:

Prices quoted in this proposal are to be based on F.O.B. Oxnard, freight included to delivery locations listed on the District Fact Sheets. Only price F.O.B. Oxnard freight included will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to terms and conditions.

PROMPT PAYMENT DISCOUNT OF:

0 % 30 Days

Vendor must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "Days" space will negate any percentage discount offered.

Gold Star Foods

BUY AMERICAN CERTIFICATION

Oxnard Union High School District
RFP #664 Produce Products

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFA's) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA's to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive Proposals reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

PRODUCT DESCRIPTION	COUNTRY OF ORIGIN	DOMESTIC PRICE	NON-AMERICAN PRICE	REASON FOR WAIVER
		SEE ATTACHED		

Attach additional sheets if necessary

Gold Star Foods
Name of Contractor

April 19, 2022
Date

Signature of Authorized Official

V.P. of Produce
Title

Gold Star Foods

Buy American Fresh Produce Buying Guide
FRUITS

GSF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	Cateogry	Exception Required	Type of Exception	Time Frame	Reason for Exception
ORANGES CARA CARA	Dec - April	-	-		-	-	CA	No	-	-	
NECTARINES	May - Oct	-	-	-	-	-	CA	No	-	-	
PEACHES	May - Oct	-	-	-	-	-	CA	No	-	-	
PERSIMMONS FUYU	Oct - Dec	-	-	-	-	-	CA	No	-	-	
PLUM RED OR BLACK	May - Nov	-	-	-	-	-	CA	No	-	-	
PLUOT	June - Sept	-	-	-	-	-	CA	No	-	-	
TANGELOS MINNEOLA	Nov - March	-	-	-	-	-	CA	No	-	-	
TANGERINE CLEMENTINE	Oct - March	-	-	-	-	-	CA	No	-	-	
APPLES FUJI	Oct - April	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES GALA	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES GRANNY SMITH	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES PINK LADY	Nov - April	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES RED DELICIOUS	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES SLICED GREEN IW	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	
APPLES SLICED RED	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	
ORANGE SMILE WEDGES	Nov - April, June - Sept	-	-	-	-	-	D	No	-	-	
ORANGES VALENCIA	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	
ORANGES NAVEL	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	
PEARS GREEN OR RED	July - Nov	Oct - Sept	OR, WA	-	-	-	D	No	-	-	
BANANAS	-	-	-	-	All Year	COL, CR, EQ, GUAT, HOND	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
MANGO CHUNKS	-	-	-		All Year	MX, BRAZIL, GUAT, ECUADOR	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
PINEAPPLE	-	-	-	-	All Year	CR, HOND, MX	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
BLACKBERRIES	June - Oct	July - Sept	OR	-	Oct - May	MX, CH	F&D	Yes	Seasonal	Oct thru May	Not produced domestically in sufficient or satisfactory quantity
BLUEBERRIES	April - July	July - Oct	OR, WA	Nov	Dec - April	CH	F&D	Yes	Seasonal	Nov thru April	Not produced domestically in sufficient or satisfactory quantity
CANTALOUPE	June - Sept	Aug - Nov	AZ	-	Nov - May	CR, DR, GUAT, HOND, MX	F&D	Yes	Seasonal	Nov thru May	Not produced domestically in sufficient or satisfactory quantity
GRAPES GREEN & RED	May - Nov	-	-	Dec & May	Jan - May	MX & CH	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
HONEYDEW	June - Nov	May - July	AZ	-	Oct - July	MX	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
KIWI	Oct - Feb	-	-	Feb-March	April - Sept	CH	F&D	Yes	Seasonal	Feb thru Sept	Not produced domestically in sufficient or satisfactory quantity
LEMONS	All Year	Nov - June	AZ	-	July - Dec	MX	F&D	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
LIMES	Jan - March	-	-	-	All Year	MX	F&D	Yes	Seasonal	April thru Dec	Not produced domestically in sufficient or satisfactory quantity
STRAWBERRIES	March - Sept	-	-	Oct-Nov	Dec - July	MX	F&D	Yes	Seasonal	Oct thru Feb	Not produced domestically in sufficient or satisfactory quantity
WATERMELON SEEDLESS	May - Sept	May - July	AZ	Oct	Nov - May	MX, CR, GUAT	F&D	Yes	Seasonal	Oct thru April	Not produced domestically in sufficient or satisfactory quantity

This is a general representation of the origin for produce items for menu planning purposes. The actual produce origin at the time of sale may vary depending on weather and growing conditions. © 2021

CA = California Grown D = Domestically Grown (USA) F = Foreign Grown (Outside USA) D&F = Domestic or Foreign Grown

GOLD STAR FOODS

Buy American Fresh Produce Buying Guide
VEGETABLES AND HERBS

GSF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	Cateogry	ORIGIN DETAILS	Exception Required	Type of Exception	Time Frame	Reason for Exception
ASSORTED GOURDS	Oct - Nov	-	-	-	-	-	CA	San Joaquin and Sacramento, CA	No	-	-	
BOK CHOY	All Year	-	-	-	-	-	CA	Salinas, Oxnard, CA	No	-	-	
CABBAGE	All Year	-	-	-	-	-	CA	Salinas, Santa Maria, Oxnard, CA	No	-	-	
CARROTS	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	
CARROTS BABY	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	
CARROT/CELERY COMBO 50/3OZ	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	
DILL	All Year	-	-	-	-	-	CA	Southern CA	No	-	-	
FALL PUMPKINS 5-7CT	Sept - Nov	-	-	-	-	-	CA	San Joaquin and Sacramento, CA	No	-	-	
BROCCOLI	All Year	Nov - April	AZ, TX	-	-	-	D	Salinas, Oxnard, CA / Arizona / Texas	No	-	-	
CAULIFLOWER	All Year	Dec - March	AZ	-	-	-	D	Salinas, Oxnard, CA / Arizona	No	-	-	
CELERY	All Year	-	TX	-	-	-	D	Salinas, Oxnard, Santa Maria, CA / Texas	No	-	-	
KALE	All Year	-	-	-	-	-	D	Salinas, Oxnard, CA / Arizona	No	-	-	
LETTUCE GREEN LEAF	All Year	Jan - June	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	
LETTUCE ICEBERG	April - Dec	Jan - June	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	
LETTUCE ROMAINE	All Year	Nov - April	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	
POTATOES RED	All Year	All Year	AZ, ID, WA	-	-	-	D	Kern, Schaffer, CA / Arizona / Washington / Idaho	No	-	-	
POTATOES RUSSET	All Year	All Year	AZ, ID, WA	-	-	-	D	Kern, Schaffer, CA / Arizona / Washington / Idaho	No	-	-	
SWEET POTATOES	All Year	All Year	AZ, ID, WA	-	-	-	D	Kern, Schaffer, CA / Arizona / Washington / Idaho	No	-	-	
LETTUCE SALAD 3-WAY MIX	April - Dec	Jan - June	AZ	-	-	-	D	Salinas CA / Arizona	No	-	-	
LETTUCE SALAD 4-WAY MIX	April - Dec	Jan - June	AZ	-	-	-	D	Salinas CA / Arizona	No	-	-	
ASPARAGUS STANDARD SZ. BUNCH	Mar - May	Apr - July	WA	-	All Year	MX, PERU	F&D	Imperial and CoachellaValley, CA / WA / Mexico / Peru	Yes	Seasonal	July thru Mar	Not produced domestically in sufficient or satisfactory quantity
AVOCADOS WHOLE	April - Nov	-	-	-	All Year	MX, DR, CH	F&D	San Diego, CA / Mexico / Domincan Republic / Chile	Yes	Seasonal	Dec thru Mar	Not produced domestically in sufficient or satisfactory quantity
BASIL BUNCH	April - Nov	-	-	-	All Year	MX	F&D	Southern , CA / Mexico	No	Spice	-	Not a meal component under NLSP
CILANTRO	All Year	-	-	-	All Year	MX	F&D	California / Mexico	No	Spice	-	Not a meal component under NLSP
CUCUMBERS	May - Oct	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	Yes	Seasonal	Nov thru April	
FAJITA VEGETABLE MIX	May - Nov				All Year	MX	F&D	Bakersfield, Gilroy, Central-Northern CA / Washington / Mexico	Yes	Seasonal	Dec thru April	
GARLIC FRESH PEELED & WHOLE BULB	All Year	-	-	-	All Year	MX, CHINA	F&D	Gilroy, CA	No	Spice	-	Not a meal component under NLSP
GINGER ROOT	-	All Year	HI	-	All Year	BRAZIL, CHINA, CR, INDONS	F&D	Hawaii/ Brazil / China / Costa Rica / Indonesia	No	Spice	-	Not a meal component under NLSP
JICAMA	Oct - Dec	Oct-June	FL, HI	-	All Year	MX	F&D	Cental Valley, CA, South & Central America / Mexico	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
MINT BUNCH	All Year	-	-	-	All Year	MX	F&D	Southern CA/ Mexico	No	Spice	-	Not a meal component under NLSP
MUSHROOMS	All Year	All Year	IL, PA	-	All Year	CN	F&D	Monterey, CA / Illinois / Pennsylvania	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
ONIONS BROWN	All Year	June - April	ID, OR, WA	-	Jan - April	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
ONIONS RED	All Year	June - April	ID, OR, WA	-	Jan - April	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
ONIONS GREEN BUNCH	All Year	-	-	-	All Year	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
PARSLEY BUNCH	All Year	-	-	-	All Year	MX	F&D	California / Mexico	No	Spice	-	Not a meal component under NLSP
SNOW PEAS	Jan - July	-	-	-	All Year	GUAT, MX	F&D	California / Mexico / Guatemala	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
SUGAR SNAP PEAS	Jan - July	-	-	-	All Year	GUAT, MX	F&D	California / Mexico / Guatemala	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
PEPPERS CHILI JALAPENO	All Year	-	-	-	All Year	MX	F&D	Bakersfield, Gilroy, CA / Mexico	No	Spice	-	Not a meal component under NLSP
BELL PEPPERS - ALL VARIETIES	May - Nov	-	-	-	All Year	MX	F&D	Bakersfield, Gilroy, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
RADISHES	All Year	-	-	-	May - Nov	MX	F&D	California /Mexico	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
SPINACH	All Year	Dec - May	TX	-	Dec - May	MX	F&D	Salinas, Oxnard, CA	Yes	Seasonal		Not produced domestically in sufficient or satisfactory quantity
SQUASH YELLOW	Sept - June	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
SQUASH ZUCCHINI	Sept - June	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
TOMATILLOS	Aug - Dec	-	-	-	All Year	MX	F&D	Kern, Bakersfield, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
TOMATOES ALL VARIETIES	June - Nov	-	-	-	All Year	MX	F&D	Kern, Bakersfield, CA / Mexico	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
CORN YELLOW or WHITE	April - July	-	-	-	All Year	MX	F&D	California / Texas / Mexico	Yes	Seasonal	Aug thru Mar	Not produced domestically in sufficient or satisfactory quantity

This is a general representation of the origin for produce items for menu planning purposes. The actual produce origin at the time of sale may vary depending on weather and growing conditions. © 2021

CA = California Grown D = Domestically Grown (USA) F = Foreign Grown (Outside USA) D&F = Domestic or Foreign Grown

GOLD STAR FOODS

DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: n/a **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	

Gold Star Foods

10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Mel Olds **Print Name:** Mel Olds **Title:** V.P. of Produce **Telephone No.:** 909-843-9600 **Date:** April 19, 2022
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **April 19, 2022** at **2:00 P.M.**, electronic Proposals for the award of a contract for:

RFP #664 PRODUCE PRODUCTS

All proposals shall be made on the form obtained in the RFP document posted on the District website noted below. Proposals must be submitted electronically via email to Deanna.Rantz@oxnardunion.org, on or before the proposal due date and time. Proposal emails must state the following in the subject line, **"RFP #664 Produce Products."** Proposals not received by the specified date and time will not be considered and will not be viewed. Proposals will not be opened and read aloud, however, Proposal responses will be posted on the District website and a Proposal abstract will be made available within five (5) business days of the Proposal due date, or upon conclusion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. RFP Documents are available at the District website: http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/ .

The contract will be awarded to the lowest responsive, responsible Proposer or Proposers. Award(s) will be based on the criteria noted in the Proposal request. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Advertising dates: 3/20/22 & 3/27/22

Gold Star Food

GOLD STAR FOODS

MARCH 2021

PRODUCE REMINDERS

GOLD STAR FOODS is proud to suggest these fresh USA Grown produce items offered at the peak of the growing season. Reminder that fresh produce is always seasonal and quality can change quickly from one week to the next depending on weather and growing conditions.

PEAK SEASON

- APPLES
- BROCCOLI
- CELERY
- MANDARINS
- LEAFY GREENS
- NAVEL ORANGES
- TANGERINES TANGELOS
- CARA CARA ORANGES

COMING SOON (APRIL)

- BELL PEPPERS
- POTATOES CA GROWN
- SOFT SQUASH ZUCCHINI YELLOW & GREY
- STRAWBERRIES RASPBERRIES BLACK BERRIES BLUEBERRIES
- VALENCIA ORANGES

OFFSHORE BUT AVAILABLE

- AVOCADOS
- BANANAS
- CUCUMBERS
- EDAMAME
- JICAMA
- KIWI GREEN & GOLD
- LIMES
- MELONS CANTALOUPE & HONEYDEW
- PINEAPPLE
- WATERMELON
- ZUCCHINI SQUASH
- TOMATOES BULK
- TOMATO GRAPE & CHERRY

A FEW MARKET CONDITIONS

March 20th marks the first day of Spring. Spring is the start of the California growing season for fresh fruit and vegetables. As April and May roll by we will start to bring in berries, melons, stone fruit, grapes, soft squash, and more fruit and vegetables to serve. At the start of April, the salads, greens, and other vegetables will change growing regions from Yuma, AZ to the Salinas Valley, CA.

Purpose

The purpose of this program is to define Senior Management's responsibilities and methods used to withdraw or recall product.

Responsibilities and Methods

Recall Team and Notification Tree

Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Les Wong	Chief Operations Officer	(714) 270 - 3057	Recall Support Backup to CEO
Karen Rosales	VP of Procurement and Logistics	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Safety/HACCP Director	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Mike McGee	Operation Supervisor Colorado	(909) 200 - 0415	Responsible for internal recall notification Notification to SQFI and SAI Global
Ben Chapman	Director of Operations Dixon	(209) 607 - 0369	Responsible for internal recall notification Notification to SQFI and SAI Global
Mike Lapacka	Safety Training Manager Dixon	(707) 310 - 2934	Responsible for internal recall notification Notification to SQFI and SAI Global
Jaime Anguiano	Safety Training Supervisor Ontario	(909) 806 - 9295	Responsible for internal recall notification Notification to SQFI and SAI Global
Rani Romero	VP Customer Service Ontario	(323) 490-9311	Customer notification
Pete DiGiamBattista	IC Manager Ontario	(909) 528 - 4800	Send out audit report to recall committee
Richie Cabrera	IC Supervisor Ontario	(909) 268-3091	Send out audit report to recall committee
Martin Perez	IC Supervisor Ontario	(323)392-6988	Segregation of Materials Place affected products on hold
Daniel Torres	IC Supervisor Dixon	(707) 330 - 2304	Segregation of Materials Place affected products on hold
Octavio Salazar	VP of Operations	(909) 437-9513	Recall support

Ed Taylor	Director of Warehouse	(909) 230-8749	Recall support
Danny Garcia	Director of Transportation	(562) 301 -8541	Recall support
Additional Resources			
Wayne H. Warner		253) 576-0867	Food safety advice for recall
C. Scott Salmon		909) 843-9603	Responsible for providing legal counsel during recall
FDA		(866) 300-4374	Regulatory notification
USDA		(888) 674-6854	Regulatory notification
SQFI (GFSI Compliance Body)		foodcrisis@sqfi.com	
SAI Global (Certifying Body		foodrecall@saiglobal.com	

Definitions

Class I Recall: A reasonable probability exists that use of or exposure to the product will cause serious adverse health consequences or death.

Class II Recall: The use of or exposure to the product may cause temporary or medically reversible adverse health consequences of the probability of serious adverse health consequences is remote.

Class III Recall: The use of or exposure to the product is not likely to cause adverse health consequences.

Market Withdrawal: A firm's removal or correction of a distributed product when there is a minor violation not subject to legal action by the FDA or FSIS or when the company wishes to retrieve product from distribution

Stock Recovery: Employed in recovering product that is still under the manufacturer's direct control (on or its own premises or warehouse) from which the company can assure there will be no distribution.

RECALLS, WITHDRAWALS, & RECOVERIES

The need for a product withdrawal can originate in four ways: with a regulatory agency, with a consumer complaint, with an announcement from distribution channels or within the company's own systems. There are 4 main components to a product recall or withdrawal

INQUIRY & COMMUNICATION

A product may be recovered or recalled at any stage in the receiving, storage and distribution processes. Additionally, it may be necessary to recall products from the affected school systems. Generally, a ***Product Inquiry*** would be initiated if a product does not meet the standards of safety, quality, appearance, or packaging/labeling standard established by the company. The inquiry would be preceded by an internal or external observation or complaint and documented in accordance with our Corrective Action Program and Customer Complaint Program. The Recall Coordinator will call to action the Recall Team (Executive Committee), who will meet to determine the following:

1. The seriousness of the problem
2. The extensiveness of the problem

3. The effects of the problem on the company and the public

INVESTIGATION & RECOMMENDATION

The Recall Team will identify the problem and gather facts through interviews and records in order to determine the safety and wholesomeness of the product. Once information has been gathered as to the extent of the product complaint or concern, a decision will be made whether or not to recommend recall or withdrawal of the product. The Recall Team will make a ***recommendation*** to recall, withdraw, or recover products. Our policy is to always pull and hold a product immediately if we are unsure about the safety or wholesomeness of the product. The information will be forwarded to the CEO for final evaluation

PRODUCT RECALL ORDER

Once a final decision to recall the product is made, the CEO will execute the ***Product Recall Order***. The Recall Coordinator will determine the locations and products affected by the recall and issue the appropriate communication. (See recall document). The Sales Team will research any affected orders and notify any customers of the recall. The FDA, SQFI and SAI Global (Certifying Body) will be notified of all recalls due to widespread food borne illness.

RECALL STRATEGY

A Recall Strategy is developed by the Recall Team and addresses the following:

Depth

The strategy must specify whether the recall extends to the wholesale level, the retail level or all the way to the consumer level.

Publicity

The company will develop a press release and clear it with the FDA / FSIS. Most often, the company issues the news release alerting consumers to the risk.

The FDA / FSIS issues notices or public warnings when there is a serious health hazard. This can be in the form of a press release, letter, telegram, phone call or FDA publication. The company should insist on having input into any such warning statement.

Whenever communication comes in from outside the company and a recall is in process, all communication must be directed to and through the company spokesperson. This may include questions from the news media, customers, etc. The designated company spokesperson is the only individual authorized to release information to the news media and outside sources, other than regulatory agencies in which case Technical Services or the Recall Coordinator may provide information relating to product in question.

Contact with Regulatory Agencies

The CEO or Recall Coordinator will contact regulatory agency concerning product recall. Whenever a meeting is scheduled with regulatory agencies, at least two company representatives will be present.

Effectiveness Checks

These verify that all consignees at the specified depth have been notified about the recall and have taken appropriate action.

The recall strategy will specify the method(s) of contact. Methods of contact include personal visits, telephone, letters, telegrams or a combination thereof.
The FDA then designates the specific depth level of the recall:

Level A (All consignees to be contacted)
Level B (specified percentage of consignees to be contacted)
Level C (ten percent of consignees to be contacted)

RECALL PROCEDURE

Step 1

In a product recall situation, the Gold Star Foods buyer and Recall Coordinator receives notification from the manufacturer. Gold Star Foods must be informed as soon as the vendor/manufacture is aware of a recall situation, form must be submitted if you are in the category. Regardless of the severity of the recall type, Gold Star Foods will treat each situation as a Class 1 recall, which is as a mandatory product withdrawal. The vendor/manufacture is responsible of submitting a "Manufacture Product Recall Form". The appropriate Gold Star Foods buyer will complete the "Manufacture Recall Form" and inform the Recall Coordinator of the recall. The Recall Coordinator (RC) will then oversee the entire recall process.
(See attached Recall Committee Diagram and Recall Committee Contact Form)
All correspondence needs to be sent to the following email address: recall@goldstarfoods.com
Upon receiving a product recall GSF will place all payables ON HOLD until matter is resolved.

Step 2

Once the above information is received for a product recall, the Purchasing Department will immediately inform the Recall Coordinator (RC). The RC will implement the following:

A. Notify Inventory Control, Warehouse Supervisors, and Warehouse Managers to perform a systems and physical inventory check to see if Gold Star Foods has any of the production codes in our inventory stock. Upon confirmation of existing inventory levels, the following procedures will be implemented:
   a. The RC will notify the Customer Service Supervisor via email. The RC will then send a broadcast e-mail message to all recipients in the Company.
   b. The RC will notify the Inventory Control Supervisor (ICS) to verify by computer the customers that have ordered the product on recall.
   c. The RC will inform the Customer Service Manager (CSM) of all customers that have ordered and received product.
   d. The CSM will notify all customers that ordered and received product and inform them of the recall and all relevant information. Customer Service will provide a check list of each customer that has been contacted.
   e. The appropriate buyer will inactivate the item number for recall product(s) in the computer system. This will **not** allow any orders to be taken for the affected products(s). Product will be isolated and placed on immediate hold at GSF.
   f. Pick-up schedules will be made for all verified recall products with each customer.
   g. Any recall product in the warehouse will be physically pulled out of inventory, tagged "Recalled Product", shrink wrapped and put into assigned product recall section.
   h. The Transportation Department will be notified of the recall, and will be instructed on all scheduled pick-ups that must occur.

B. After all recalled product has been retrieved and accounted for; the buyer will contact the Manufacturer for inventory disposition. GSF will store product 14 days maximum. In the event that the product is not retrieved from our facility we will dispose the product and seek full payment.
C. The Manufacturer will determine if the product is to be disposed of (Certificate of Condemnation) or returned to the packer for credit.

Step 3

Once all of the above recall procedures have been completed, all associated documentation should be forwarded to the Recall Coordinator. All recall documentation will include the following information:

Manufacture Recall Form
Inventory Control Product Recall Form
Receiving Recall Return Sheet
Certificate of Condemnation (Disposal of Inventory) *if applicable*
Copy of signed Bill of Lading (Ship Inventory Back) *if applicable*

In the event that 100 % of the product is not collected GSF is to:

Inform the vendor of what schools
Inform the California Health Department

Step 4

In the event that your company has a category that is in current recall situation but is not affected. You must email a formal letter (recall@goldstarfoods.com) to inform GSF that your product is unaffected. The purpose of this is to advise our customer that they are safe serving product in question. Please submit the letter as soon as you are aware there is a recall situation in your category. We will expect a letter within a few hours of the public notification.

Step 5

Gold Star Foods, Inc. has incurred the following expenses in association with the recall:

A. Product Cost: Customer Invoice Cost per case
B. Administrative Costs: Flat fee $350.00
C. Transportation Costs: $75 per stop to recover product from customer

VERIFICATION OF THE SYSTEM

1. The product withdrawal and recall system is reviewed tested and verified twice annually.
2. Results of the mock recall will be tabulated and communicated to the leadership team.
3. Any gaps or deficiencies are evaluated with corrective actions taken

RECORDS

Shipping/Receiving/Storage Records
(See SOP for additional requirements)
Records of all product withdrawals and recalls are maintained in the Strategic Sourcing Manager's office.

Revision History

Rev #	Issue Revision Date	Revised By	Reason for Revision
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
3	05/06/17	Jaime Anguiano	Update Martin Cell # , Removed Wayne Warner From additional Resources.
4	03/16/18	Jaime Anguiano	Added Mike Lapacka and Daniel Torres.
5	1/7/2019	Jaime Anguiano	Added Bob Miles to Transportation Manager.
6	1/8/19	Jaime Anguiano	Added Les Wong to Recall Support and Backup to CEO.
7	4/6/19	Jaime Anguiano	Added Gil Sanchez Director of Purchasing
	04/20/2020	Jaime Anguiano	Reviewed – No Changes
8	03/15/2021	Jaime Anguiano	Updated Recall team
9	2/15/2022	Jaime Anguiano	Updated Recall team

Purpose

The purpose of this policy is to describe the procedures used by Gold Star Foods to properly receive, store and transport ingredients and goods to ensure the food safety and quality of our products.

Cold Storage, Freezing and Chilling of Foods

The coolers and freezers used in the facility are monitored for operational performance by:

1. Daily temperature verifications (manual observation of the wall thermometers twice daily)
2. Continuous monitoring by sensors and data loggers of 16 temperature zones within the facility (verified by daily review of the system printouts
3. Contracted preventative maintenance of the system

Construction of the coolers and freezers are galvanized white metal that can be easily cleaned and inspected

The capacities of the coolers and freezers is sufficient for the quantities of products stored. In the case of mechanical breakdowns, materials would be moved to another cooler/freezer or offsite refrigerated/frozen storage until condition can be remedied. Temperature requirements of the chilled storage areas are as follows:

- Freezers =/<10 degrees F.
- High Risk Coolers (cheese, yogurt, etc. =<41 degrees F.
- Produce/Low Risk Coolers =/>38 degrees F. <50 degrees F Target 45 degrees F.

Condensate lines re installed so that they drain directly into the drainage system.

Coolers and freezers are equipped with temperature monitoring sensors installed in various in the chilled/frozen areas.

Loading and unloading docks are equipped with tight fitting seals to protect the product during loading and unloading.

All materials are received and stored properly to prevent cross-contamination risks.

All materials are received and stored promptly to prevent any unnecessary exposure.

Storage of Dry Ingredients, Packaging, and Shelf Stable Packaged Goods

Dry storage areas used for the storage of product ingredients, packaging, and other dry goods are located separately from the sanitation areas where water is utilized for processing and sanitation.

Pallet and storage racking is constructed of painted metal and a perimeter of 18" is maintained around walls and perimeters to enable cleaning of the floors and to prevent harborage for pests or vermin.

Forklifts used inside the storage areas are powered by electricity to prevent fumes that may affect products.

All materials are received and stored properly to prevent cross-contamination risks.
All materials are received and stored promptly to prevent any unnecessary exposure.

Storage of Equipment and Containers
Equipment storage is located in areas away from exposed food ingredients and packaging. All food ingredients and packaging are stored in covered or sealed containers and/or packaging.

Storage of Hazardous Chemicals and Toxic Substances
The facility receives, stores and distributes chemicals as part of our school lunch commissary program. Every effort is made to store chemicals away from products/ingredients. We conduct daily inspections to ensure there is no spillage or storage issues that may affect food safety.

Chemicals used in sanitation/maintenance processes are stored in secured sanitation and/or maintenance areas away from packaging, raw materials and finished goods to prevent the potential for food contamination.

All chemicals stored used for daily sanitation are stored in covered containers and in most cases metered to control usage and ensure the proper dilution rates. Access to the chemical storage areas are restricted to sanitation and maintenance personnel trained in the proper storage and use of the chemicals.

Pesticides, rodenticides, fumigants and insecticides are not stored in the facility at all.

Packaging are not stored in areas used to store hazardous chemicals and toxic substances

Hazardous chemical and toxic substance storage facilities are:

i. Compliant with national and local legislation and designed such that there is no cross-contamination between chemicals;
ii. Adequately ventilated;
iii. Identified with appropriate signage indicating the area is a hazardous storage area;
iv. Secured and locked to restrict access only to those personnel with formal training in the handling and use of hazardous chemicals and toxic substances;
v. Equipped with SDS manuals identifying the safe handling and hazards associated with the chemicals of hazardous
vi. Equipped with a detailed and up-to-date inventory of all chemicals contained in the storage area;
vii. Equipped with PPDs where applicable;
viii. Equipped with spillage kits and cleaning equipment.

Alternative Storage and Handling of Goods
Goods may be stored in areas temporarily if emergency conditions (mechanical failure, facility re-design, etc.) exist in our regular storage areas. Temporary storage may not exceed 5 days to facilitate cleaning and to ensure

there is no risk to the integrity of those goods. Temporary storage areas must meet the site requirements for processing and/or storage areas.

Loading, Transport and Unloading Practices

The practices applied during loading, transport and unloading of food are outlined below to prevent cross contamination.

Loading

Distribution and transport is conducted under the supervision of the facility using company-controlled trucks. The procedures for loading of goods is the same for company owned and controlled vehicles as it would be for common carriers.

Vehicles (trucks/vans/containers) used for transporting food is inspected prior to loading for the following:

Seals/ Locked

1. Trailer door should be seal/Locked tightly and be in good repair.
2. Seal number must match with Bill of Lading.
3. Record Seal number on BOL and Shipping Record.
4. Trucks Empty or Loaded must be secured with a lock to prevent cross contamination.

Cleanliness:

1. Trailer should be swept and free of spillage and other debris.
2. Carefully review loads if trailer contains signs of spillage, old product, rodents, and/or insects.

Odor:

1. A trailer or shipping container may look clean, but if it has an odor which may be chemical, pesticide, mold, sour, etc., this odor is indicative of an unsanitary condition. The odor could permeate food products.
2. Contact Supervisor if off odors is detected.

Physical Appearance:

1. If the trailer or shipping container has holes in it through to the outside, product may have been exposed to road dirt and/or weather. If the holes are in the inner walls only, check for signs of rodent and/or insect activity.
2. Contact Supervisor if trailer holes are detected.

Presence of Rodents or Insects:

1. If any evidence is found of rodent or insect activity, the load will be rejected. This includes but is not limited to living organisms, droppings, dead organisms, and fragments or pieces of an insect or rodent check for signs of rodent and /or insect activity.
2. If clean, accept.

Mixture of Contents:

The shipment of food products needs to follow the same guidelines as the storage of food products. Products must be transported under conditions that will not result in cross contamination. Examine the shipping container for the following:

1. Uncontrolled chemicals (all chemicals must be wrapped with security wrap with no signs of leakage or damage)
2. Pesticides
3. Any odor causing freight raw perishable food products
4. Non-food products with a potential to leak or contaminate (batteries, tires, etc.)
5. If any condition exists that could result in the contamination of the food product, contact QA or your supervisor.

Loading Practices

Loading practices must minimize unnecessary exposure of product to conditions detrimental to maintaining product and package integrity. Check for the following:

1. All products are sealed/ locked and secured
2. Products are not damaged (broken, punctured, crushed, etc.)
3. Product containers are clean and free from contamination
4. Report any damage immediately

Transport

Refrigerated units must maintain the food at required temperatures and the unit's temperature settings shall be set, checked and recorded before loading and/or unloading: It is essential to keep refrigerated products cool.

1. Check the temperature of the trailer to ensure that the refrigeration unit is operating properly.
2. Hold the trailer/container if, when upon opening doors, the shipping unit is not cold for refrigerated products of freezing for frozen products, In addition to this, cooled or frozen product must be temperature tested.
3. Check the temperature of the trailer to ensure that the refrigeration unit is operating between 32 and 45F.
4. Record the temperature on the shipping inspection log.

Unloading

Vehicles (trucks/vans/containers) used for transporting food is inspected for prior to un-loading for the following:

Seals/Locked

1. Trailer door should be seal/ locked tightly and be in good repair,
2. Seal number must match with Bill of Lading.
3. Record Seal number on BOL and Shipping Record.

Cleanliness:

1. Trailer should be swept and free of spillage and other debris.
2. Carefully review loads if trailer contains signs of spillage, old product, rodents, and/or insects.

Odor:

1. A trailer or shipping container may look clean, but if it has an odor which may be chemical, pesticide, mold, sour, etc., this odor is indicative of an unsanitary condition. The odor could permeate food products.
2. Contact Supervisor if off odors is detected.

Physical Appearance:

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1. All products are sealed/locked and secured
2. Products are not damaged (broken, punctured, crushed, etc.)
3. Product containers are clean and free from contamination
4. Report any damage immediately

Package integrity:

1. Any damaged packages could be indicative of rodent entry, insect activity, possible tampering, accidental tampering, etc....All of these problems may have resulted in the product being contaminated.
2. Contact Supervisor if package integrity is compromised.

Physical Inspection:

1. Product
2. Date
3. Supplier Lot
4. Our assigned Lot
5. Allergens
6. Best by dates

Load Security:

1. Trailers should be locked when arriving to facility.
2. Locks should be removed in the presence of receiving personnel.
3. Lack of a lock may indicate an increased potential of food security concerns.

If problems are found during the inspection, the receiver must immediately contact their supervisor with a report on findings. Items be placed on hold or reject for return to the vendor. The supervisor will notify the purchasing manager or warehouse manager.

Responsibility

It is the responsibility of the Director of Warehouse to manage the loading and unloading functions. It is the responsibility of the Director of Transportation to manage the transport functions

Records

Receiving Inspection Record
Shipping Inspection Record

Revision History			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	05/11/14	Pedro Osorio	New
2	08/31/15	Pedro Osorio	Update policy
3	01/11/16	Pedro Osorio	Change in procedure and documentation
4	02/25/16	Wayne Warner	Update to procedure and responsibilities
5	05/06/17	Jaime Anguiano	Updated SOP Format
	03/24/18	Jaime Anguiano	Reviewed – No Changes
	02/20/19	Jaime Anguiano	Reviewed – No Changes
	4/28/20	Mike Lapacka	Reviewed – No Changes
6	3/25/21	Jaime Anguiano	Document Title changed to reflect SQF 9 Update
	1/25/2022	Jaime Anguiano	Reviewed- no changes

Introduction to Gold Star Foods Inc.

STREET ADDRESS:
3781 E. Airport Drive
Ontario, CA 91761

MAILING ADDRESS:
P.O. Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:
26-1340567

TELEPHONE:
Toll Free.... (800) 540-0215
Local..... (909) 843-9600

FAX:
Office.....(909) 843-9659

HOURS:
Monday - Friday 6:00 AM - 5:00 PM

Company Overview:

Gold Star Foods Inc. "Gold Star Foods" began operations in 1966 as a distributor of meat products primarily to coffee shops in the Los Angeles area. "Gold Star Meat Company", a family owned business, was purchased in 1978 and under new ownership the focus of the business shifted from restaurants to Southern California School Districts. To better reflect the image of a changing inventory, the name was changed to "Gold Star Foods" in 1983 and most recently to "Gold Star Foods Inc". Since 1978, Gold Star Foods customer base has grown to over 300 school districts throughout the Southwest. As a result of our commitment to excellence, we have been recognized nationwide by the United States Department of Agriculture and the American School Food Service Association as one of the outstanding food service distributors to school districts.

A leader in the provision of School Nutrition Food and Supplies, Gold Star is widely considered one of the United States' premier processed commodity distributors. Our founder's vision became a system where school food operations can order and use commodities just like commercial products. The result? The children have products that are appetizing, and the districts can utilize government subsidies. Gold Star Commodity Programs have grown to supply all items used in school meal programs:

- Frozen
- Grocery
- Fresh and Frozen Bread
- Produce
- Paper & Supplies

Food Safety, Product Recall, & Biosecurity:

Keeping students safe is our primary role. At Gold Star tremendous investment is made to ensure the integrity of the products we deliver. HACCP is not a buzz word, how we manage your goods through our system to your door. Using outside, third party companies, our systems are evaluated and graded to make sure the systems are in place and working. Food integrity also requires that food security systems are in place as mandated by industry best practices and USDA Biosecurity requirements.

Plant Description:

Gold Star Foods facility has 36 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with an anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 252,310 square feet.
Freezer 83,660 SF
Refrigerated Storage 24,700 SF
Produce Storage 3,600 SF
Dry Grocery Storage 41,800 SF
Bread Operations 12,500 SF
Dry Dock 16,600 SF
Refrigerated Dock 17.400 SF
Engine Room 2,600 SF
Main Office 15,300 SF
Shipping/Receiving Office 3,040 SF

HACCP Leadership Team

Name	Title	Responsibilities	Qualifications/Experience
Les Wong	Chief Operations Officer	HACCP Team Member (714) 270 - 3057	Over 30 years of Food Operations and Distribution Experience.
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner (323) 496 – 7280	SQF Practitioner trained HACCP certified
Ben Chapman	Director of Operations	HACCP Team Member (209) 607 - 0369	HACCP trained
Octavio Salazar	VP of Operations	HACCP Team Member (909) 437-9513	HACCP Trained
Ed Taylor	Director of Warehouse	HACCP Team Member 909-230-8749	HACCP Trained
Danny Garcia	Director of Transportation	HACCP Team Member 562.301.8541	10 years Food Operations and Distribution experience.
Jaime Anguiano	SQF Practitioner	HACCP Team Member (909) 806 - 9295	HACCP Trained
Richie Cabrera	Inventory Control	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	HACCP Team Member (626) 428-9340	HACCP Trained
Edwin Quinteros	QC Manager Produce	HACCP Team Member (626) 428-9340	HACCP Trained
Mike Lapacka	Safety Training Manager	HACCP Team Member (704) 310 - 2934	HACCP Trained

Introduction to HACCP

Introduction:

Hazard Analysis Critical Control Point, or HACCP, is a system which gives us a proactive common-sense approach to the safety management of our food products.
HACCP was originally designed in the early days of the American manned space Program, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food.
HACCP (Hazard Analysis Critical Control Points), which is a global standard developed as part of Codex Alimentarius to improve upon and synchronize international food standards, guidelines, and codes of practice to protect the health of consumers.
The HACCP system was launched publicly in 1971 and is designed to identify and control hazards that may occur anywhere in a food processing operation.
The benefits of the HACCP system are as follows:

- A Preventative System
- A Systematic Approach
- Helps demonstrate 'Due Diligence'
- Internationally accepted
- Strengthens Quality Management Systems

Scope:

The purpose of this food safety program is to identify and control, prevent, and eliminate food safety hazards.

The HACCP Team has defined the Scope of this analysis to begin with the receiving of ingredients and packaging to the shipment of the finished product to the customers, taking into account all possible Microbiological, Chemical, Physical and Intentional hazards which could occur during this process. The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products

The HACCP Team will ensure that all working practices adhere to all current food safety legislation.

Definitions

TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

Methodology:

Flow Chart: The flow chart has been designed so that each step of the process has been identified

Hazard Analysis Table: The method used to establish CCP's within this HACCP plan has been based on the significance of each hazard and the likelihood of occurrence as determined by the Hazard Analysis table. Hazards which can be controlled, prevented or eliminated by the application of Pre-Requisite Programs are not included in the HACCP plan. Therefore, these hazards have been identified in the risk analysis and have not been carried forward to the HACCP table as CCP's. Hazards controlled by Pre-Requisite programs may be monitored without a record maintained

HACCP Table All hazards not controlled by Pre-Requisite programs and defined as highly significant have been carried over to the HACCP table as a CCP. These hazards are all monitored, and a record of that activity maintained.

Guidance: The HACCP plan has been prepared in accordance with:
FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP.

Revision History

Rev #	Issue Revision Date	Revised By	Reason for Revision
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	5/1/2017	Pedro Osorio	Added Joe Villarreal, removed Larry Noble
6	3/14/2018	Jaime Anguiano	Added Tim Christoni, removed Joe Villarreal, Added Mike Lapacka removed Erick Osorio
7	1/8/2019	Jaime Anguiano	Added Les Wong and Bob Miles updated plant description
8	1/2/2020	Jaime Anguiano	Updated Document to meet SQF edition 8.1
9	1/16/2021	Jaime Anguiano	Added Alfredo Hernandez, Robert Avery, and Ben Chapman
10	1/15/2022	Jaime Anguiano	Updated team added Danny Garcia Transportation director and ED Taylor WHSE Director

Company Name: GOLD STAR FOODS, INC
Signature: MEL OLDS Mel Olds

Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

OUHSD Product Specifications		Description of Packing/Unit Sizes	Domestic Product Indicate months	Non domestic Indicate months	Estimated Usage (annually)	Proposal Price per Unit	Mark-Up Cost	**Subtotal** (*Proposal Price + Mark Up*)
WHOLE Fruit & Processed	**Varieties**							
Apples Fresh Case Count: 125-138 Ct Packed to US Extra Fancy and US Fancy Grade	Apples Fuji	125 COUNT	SEE ATTACHED	SEE ATTACHED	3000 cases total of apple varieties	$ 32.95	FIXED PRICE	$ 32.95
	Apples Gala	125 COUNT	SEE ATTACHED	SEE ATTACHED		$ 32.95	FIXED PRICE	$ 32.95
	Apples Golden Delicious	125 COUNT	SEE ATTACHED	SEE ATTACHED		$ 32.95	FIXED PRICE	$ 32.95
	Apples Granny Smith	125 COUNT	SEE ATTACHED	SEE ATTACHED		$ 32.95	FIXED PRICE	$ 32.95
	Apples Pink Variety	125 COUNT	SEE ATTACHED	SEE ATTACHED		$ 32.95	FIXED PRICE	$ 32.95
	Apples Red Delicious	125 COUNT	SEE ATTACHED	SEE ATTACHED		$ 32.95	FIXED PRICE	$ 32.95
Apples Fresh Sliced Bagged Individual 1/2 cup portion required	Apple Variety	100/2OZ	SEE ATTACHED	SEE ATTACHED	3000 cases of total apple varieties	$ 33.45	FIXED PRICE	$ 33.45
Apricots Fresh Domestic Local Seasonal Preferred Case Count: 96 ct MEDIUM Packed to US No. 1	Apricots variety (Gold Kist, Tilton, Autumn Royal)	96 COUNT	SEE ATTACHED	SEE ATTACHED	900 cases	$ 34.95	FIXED PRICE	$ 34.95
Avocadoes Fresh Domestic Local Preferred Packed in single layer flats 36 count Packed to US No 1 grade	Avocadoes	40 COUNT	SEE ATTACHED	SEE ATTACHED	20	$ 86.95	FIXED PRICE	$ 86.95
Bananas Fresh Case Count: 150 ct, 40lb case Fresh, petite; green tips	Bananas - Petit green tipped	150CT	SEE ATTACHED	SEE ATTACHED	1200	$ 22.65	FIXED PRICE	$ 22.65

Company Name: GOLD STAR FOODS, INC
Signature: MEL OLDS

Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Cantaloupe Fresh Domestic Local Seasonal Preferred Case Count 18 ct, 40lb case Packed to US Fancy and US No. 1 Grade	Cantaloupe whole bulk	12-15CT	SEE ATTACHED	SEE ATTACHED	200	$ 28.25	FIXED PRICE	$ 28.25
Cantaloupe Fresh Cut Product Domestic Seasonal Preferred 5lb bags or containers Packed to US No 1 grade	Cantaloupe fresh cut	5LB	SEE ATTACHED	SEE ATTACHED	1000	$ 16.95	FIXED PRICE	$ 16.95
Grapes- Fresh Variety Seedless, Domestic Local Seasonal Preferred Case Count 18lb - 23 lb cases Packed to US Fancy and US	Grapes- Green Seedless, Red Seedless varieties bulk	18-23LB	SEE ATTACHED	SEE ATTACHED	350	$ 24.95	FIXED PRICE	$ 24.95
Grapes - Fresh Variety Seedless, Domestic Local Seasonal Preferred Indivdual Bags 1/2 cup portion	Grapes - Green and Red Seedless varieties bagged individually	100/2.75OZ	SEE ATTACHED	SEE ATTACHED	1500	$ 46.25	FIXED PRICE	$ 46.25
Honeydew Fresh Local Domestic Seasonal Preferred Case Count 4-8 ct, 30lb case Packed to US No 1 grade	Honeydew whole	5-6CT	SEE ATTACHED	SEE ATTACHED	200	$ 24.95	FIXED PRICE	$ 24.95
Honeydew Fresh Local Domestic Seasonal Preferred 5lb bags or containers Packed to US No 1 grade	Honeydew fresh cut bulk	5LB	SEE ATTACHED	SEE ATTACHED	1000	$ 16.95	FIXED PRICE	$ 16.95

Company Name: GOLD STAR FOODS, INC
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Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Kiwi Fresh Domestic Preferred Case Count 33-39ct Layered flats, loose fill ordered by lb Packed to US No 1 grade	Kiwi	108CT	SEE ATTACHED	SEE ATTACHED	350	$ 35.25	FIXED PRICE	$ 35.25
Lemons Fresh Case 165ct, 2, 3, 5 lb bags Packed to US No 2 grade	Lemon	140CT	SEE ATTACHED	SEE ATTACHED	20	$ 34.95	FIXED PRICE	$ 34.95
Limes Fresh 1lb loose Packed to US Grade No 2	Limes	5LB	SEE ATTACHED	SEE ATTACHED	150 (6ct)	$ 1.99	FIXED PRICE	$ 1.99
Mangoes Fresh Domestic Local Seasonal Preferred Case Count 12ct, Single Layer tray packs 40lb Packed to US No 1 grade	Mangoes	10CT	SEE ATTACHED	SEE ATTACHED	80	$ 15.95	FIXED PRICE	$ 15.95
Nectarines Fresh Domestic Local Seasonal preferred Case Count 72 ct, 25lb loose fill Packed to US	Nectarines- White and yellow varieties	100CT	SEE ATTACHED	SEE ATTACHED	1000	$ 25.95	FIXED PRICE	$ 25.95
Oranges California Local Preferred Case Count 113 or 138ct, 45lbs Packed to US No 1	Oranges	113CT	SEE ATTACHED	SEE ATTACHED	500	$ 26.95	FIXED PRICE	$ 26.95
Peaches Domestic Seasonal Preferred Case Count 64 ct, loose fill Packed to US No 1 grade	Peaches Variety (Clingstone, Freestone)	100CT	SEE ATTACHED	SEE ATTACHED	800	$ 25.95	FIXED PRICE	$ 25.95

Company Name: GOLD STAR FOODS, INC
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Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Pears Fresh Domestic Local Seasonal Preferred Case Count 120-150ct Packed to US No 1 grade	Pear- Summer Winter Varieties (except Keiffer)	135-150CT	SEE ATTACHED	SEE ATTACHED	1000	$ 36.95	FIXED PRICE	$ 36.95
Persimmons Fresh Domestic Local Seasonal Preferred Packed to US No 1 grade	Persimmons	100CT	SEE ATTACHED	SEE ATTACHED	100	$ 22.95	FIXED PRICE	$ 22.95
Pomegranates Fresh Domestic Local Seasonal Preferred	Pomegranates	21CT	SEE ATTACHED	SEE ATTACHED	50	$ 35.00	FIXED PRICE	$ 35.00
Plums Fresh Domestic Local Seasonal Preferred Ct 5-6/lb Medium 2 inch Packed to US No 1	Plum	130CT	SEE ATTACHED	SEE ATTACHED	800	$ 37.95	FIXED PRICE	$ 37.95
Raspberries Fresh Domestic Local Seasonal Preferred Case Count 12- 8oz containers Packed to US No 1	Raspberries	12/6OZ	SEE ATTACHED	SEE ATTACHED	1000	$ 43.95	FIXED PRICE	$ 43.95
Strawberries Fresh Domestic Local Seasonal Preferred 12/pts Purchase for use in 2 days Packed to US No 1 (not less than 3/4 in diameter)	Strawberries	8/1LB	SEE ATTACHED	SEE ATTACHED	3000 (12pt cases)	$ 22.45	FIXED PRICE	$ 22.45
Tangerine Fresh Domestic Local Seasonal Preferred Case Count 150 ct Packed to US No 1	Tangerine	150CT	SEE ATTACHED	SEE ATTACHED	800	$ 27.55	FIXED PRICE	$ 28.95

Company Name: GOLD STAR FOODS, INC
Signature: MEL OLDS

Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Watermelon Fresh Domestic Local Seasonal Preferred Average size 22-27lb, whole melons Packed to US No 1	Watermelon	EACH	SEE ATTACHED	SEE ATTACHED	30 each	$ 7.49	FIXED PRICE	$ 7.49
Whole & Processed Vegetables	**Varieties**							
Asparagus Fresh Domestic Local Preferred Packed to US No 1	Asparagus	LB	SEE ATTACHED	SEE ATTACHED	200 lbs.	$ 3.99	FIXED PRICE	$ 3.99
Beets Fresh Domestic Local Preferred Packed to US No 1	Beets	25LB	SEE ATTACHED	SEE ATTACHED		$ 24.95	FIXED PRICE	$ 24.95
Brocoli Fresh Florets Domestic Local Preferred, sulfite free, packed in gas permeable package; 3lb bags	Broccoli florets 1-3 inches in length	3LB	SEE ATTACHED	SEE ATTACHED	40	$ 6.95	FIXED PRICE	$ 6.95
Broccoli Fresh Domestic Local Preferred 14 count bunches Packed to US No 1 or US	Broccoli bunches	14CT	SEE ATTACHED	SEE ATTACHED		$ 26.75	FIXED PRICE	$ 26.75
Cabbage Fresh Domestic Local Preferred 8 ct Packed to US No 1	Cabbage	8CT	SEE ATTACHED	SEE ATTACHED	20 each	$ 11.92	FIXED PRICE	$ 11.92
Cabbage Shredded Fresh Domestic Local Preferred 2-5lb bags	Cabbage Shredded	5LB	SEE ATTACHED	SEE ATTACHED	60 (5lb bags)	$ 5.50	FIXED PRICE	$ 5.50

Company Name: _GOLD STAR FOODS, INC_____
Signature: _MEL OLDS_____

Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Carrots Fresh Baby Carrots DomesticLocal Preferred 5lb bags, Packed to US No 1 grade	Carrots Baby Carrots	5LB	SEE ATTACHED	SEE ATTACHED	1000 (5lb bags)	$ 5.15	FIXED PRICE	$ 5.15
Carrots Fresh Baby Carrots Domestic Local Preferred 3oz individual bags Packed to US No 1 grade	Carrots Baby Carrots	100/3OZ	SEE ATTACHED	SEE ATTACHED	2500 (100/case)	$ 23.75	FIXED PRICE	$ 23.75
Carrots Fresh Carrots Sticks Domestic Local Preferred 3oz individual bags, 1/2" x 4" stick Packed to US No 1 grade	Carrots Sticks	100/3OZ	SEE ATTACHED	SEE ATTACHED	2500 (100/case)	$ 43.95	FIXED PRICE	$ 43.95
Carrots Fresh Medium or large Domestic Local Preferred 3/4 in to 1 1/2 in diameter, Packed to US No 1 grade	Carrots	25LB	SEE ATTACHED	SEE ATTACHED	300 lbs	$ 15.75	FIXED PRICE	$ 15.75
Cauliflower Fresh Domestic Local Preferred Trimmed heads; 12 count Packed to US No 1 grade	Cauliflower	12CT	SEE ATTACHED	SEE ATTACHED	25 (12 ct cases)	$ 23.95	FIXED PRICE	$ 23.95
Celery Fresh Domestic Local Preferred 16-inch stalks 18 ct Packed to US No 1 grade	Celery bulk	18CT	SEE ATTACHED	SEE ATTACHED	500 (18 ct cases)	$ 17.95	FIXED PRICE	$ 17.95
Celery Fresh Domestic Local Preferred 3oz individual bags 1/2" x 4" sticks Packed to US No 1 grade	Celery sticks	100/3OZ	SEE ATTACHED	SEE ATTACHED	2000 (100 ct cases)	$ 49.50	FIXED PRICE	$ 49.50

Company Name: _GOLD STAR FOODS, INC_____
Signature: _MEL OLDS_____

Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Cucumber Fresh Medium Domestic Local Preferred Super Select or Select Slicing type 6" long Packed to US Fancy grade	Cucumber	36CT	SEE ATTACHED	SEE ATTACHED	250 (36 ct cases)	$ 18.95	FIXED PRICE	$ 18.95
Garlic Fresh giant or jumbo Packed to US No 1	Garlic	EACH	SEE ATTACHED	SEE ATTACHED		$ 0.83	FIXED PRICE	$ 0.83
Jalapenos Fresh Domestic Local Preferred	Jalapenos	1LB	SEE ATTACHED	SEE ATTACHED		$ 2.99	FIXED PRICE	$ 2.99
Jicama Fresh Firm smooth unblemished skin	Jicama	10LB	SEE ATTACHED	SEE ATTACHED	300 (10lb cases)	$ 6.23	FIXED PRICE	$ 6.23
Jicama Fresh cut sticks 5lb bags 1/2" x 4 " sticks Packed to US No 1 grade	Jicama Sticks	5LB	SEE ATTACHED	SEE ATTACHED	400 (5lb bags)	$ 15.95	FIXED PRICE	$ 15.95
Lettuce and Lettuce type greens Iceberg Fresh Domestic Local Preferred Well trimmed 24 ct Packed to US No 1 grade	Iceberg	24CT	SEE ATTACHED	SEE ATTACHED	80 (24 ct cases)	$ 23.75	FIXED PRICE	$ 23.75
Lettuce and Lettuce type greens Romaine Fresh Domestic Local Preferred Well trimmed 24 ct Packed to US No 1 grade	Romaine	24CT	SEE ATTACHED	SEE ATTACHED	80 (24 ct cases)	$ 22.25	FIXED PRICE	$ 22.25

Company Name: GOLD STAR FOODS, INC
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Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Lettuce and Lettuce type greens Kale Fresh Domestic Local Preferred well trimmed washed 24 ct Packed to US No 1	Kale	24CT	SEE ATTACHED	SEE ATTACHED	40 (24 ct cases)	$ 18.95	FIXED PRICE	$ 18.95
Lettuce and Lettuce type greens Salad Mix Fresh Cut Domestic Local Preferred Sulfite Free product made with various combinations of the following; chopped iceberg lettuce, romaine (or baby lettuces and greens such as red oak or green oak leaf, radicchio), carrots, red cabbage; shredded lettuce uniformly cut 1/8 to 1/4 inch widths; packaged in gas permeable package code dated; 5lb bags	Salad Mix	5LB	SEE ATTACHED	SEE ATTACHED	4000 (5lb bags)	$ 5.95	FIXED PRICE	$ 5.95
Lettuce and Lettuce type greens Spinach Fresh Domestic Local Preferred tender stemmed and washed sulfite free; packaged in gas permeable package; code dated; 12/10 oz 2.5lb bags Packed to US No 1 grade	Spinach	2.5LB BAG	SEE ATTACHED	SEE ATTACHED	200 (2.5lb bags)	$ 4.95	FIXED PRICE	$ 4.95
Onion Fresh Green Onion Domestic Local Preferred Medium size 12 count bags Packed to US No 1	Onion Green Onion	12 COUNT	SEE ATTACHED	SEE ATTACHED	100(12 count bags)	$ 15.25	FIXED PRICE	$ 15.25

Company Name: GOLD STAR FOODS, INC
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Attachment 1 Product Proposal Sheet
OUHSD RFP 664 Produce Products

Onion Fresh Red Onion Domestic Local Preferred Packaged by the lb Packed to US No 1 grade	Onion- Red	LB	SEE ATTACHED	SEE ATTACHED	200 lb	$ 1.99	FIXED PRICE	$ 1.99
Onions Fresh Onions Domestic Local Preferred Packed to US No 1 grade	Onion, all purpose variety Bermuda type onion - white or yellow				600 lbs			
		LB	SEE ATTACHED	SEE ATTACHED		$ 1.49	FIXED PRICE	$ 1.49
Peppers Fresh Domestic Local Preferred Medium size Packed US No 1 grade	Bell Pepper- Green	LB	SEE ATTACHED	SEE ATTACHED	2500 lbs	$ 1.49	FIXED PRICE	$ 1.49
	Bell Pepper-Red	LB	SEE ATTACHED	SEE ATTACHED		$ 1.49	FIXED PRICE	$ 1.49
	Bell Pepper-Yellow	LB	SEE ATTACHED	SEE ATTACHED		$ 1.69	FIXED PRICE	$ 1.69
Radish Fresh Domestic Local Preferred Red Globe 14/lb Packed to US No 1 grade	Radish	14 LB	SEE ATTACHED	SEE ATTACHED	100 (lbs)	$ 24.25	FIXED PRICE	$ 24.25
Sugar Snap Peas Local Preferred 10 LB Case Packed US No 1 grade	Sugar Snap Peas	10 LB	SEE ATTACHED	SEE ATTACHED	100 (lbs)	$ 37.95	FIXED PRICE	$ 37.95
Tomatoes Fresh Domestic Local Preferred Vine ripened preferred Pink to Light Red in color upon delivery, firm flesh Large size 2 1/2" Packed to US No 1 grade 25lb container	Tomatoes	20LB	SEE ATTACHED	SEE ATTACHED	6000 lbs	$ 22.95	FIXED PRICE	$ 22.95
FRESH HERBS	Varieties							
Basil	Basil	3CT	SEE ATTACHED	SEE ATTACHED		$ 8.95	FIXED PRICE	$ 8.95
Cilantro	Cilantro	3CT	SEE ATTACHED	SEE ATTACHED		$ 2.19	FIXED PRICE	$ 2.19

Company Name: GOLD STAR FOODS, INC

Signature: MEL OLDS

Attachment 1 Product Proposal Sheet

OUHSD RFP 664 Produce Products

Mint	Mint	3CT	SEE ATTACHED	SEE ATTACHED		$ 4.95	FIXED PRICE	$ 4.95
Parsley	Parsley	3CT	SEE ATTACHED	SEE ATTACHED		$ 2.99	FIXED PRICE	$ 2.99
Dried Fruit	Varieties							
Cranberries 1/4 cup portion	Cranberries	100/1.36OZ				$ 67.25	FIXED PRICE	$ 67.25
Raisins 1/4 cup portion	Raisins	144/1.33OZ				$ 41.95	FIXED PRICE	$ 41.95

Riverside Unified School District

RFP No. 2017/18-11

Piggyback Agreement

GOLD STAR FOODS

June 2, 2022

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Extension Offer for RFP # 2017/18-11 Fresh Bread and Tortilla Products

Gold Star Foods, Inc. is awarded the contract to Riverside USD in accordance with your bid mentioned above. The term of that original contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the 2022-2023 school year and extend our pricing effective July 1, 2022, through June 30, 2023, in accordance with the contract terms and conditions:

Riverside USD Contract Documents: https://app.box.com/s/nfaecek0lq57qgzbfdncnium6sod2w63

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

June 2, 2022

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Extension Offer for RFP # 2017/18-11 Fresh Bread and Tortilla Products

Gold Star Foods, Inc. is awarded the contract to Riverside USD in accordance with your bid mentioned above. The term of that original contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

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At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
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Acceptance:

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Date

BOARD OF EDUCATION
Mr. Brent Lee, ***President*** | Dr. Angelo Farooq, ***Vice President***
Mr. Dale Kinnear, ***Clerk*** | Mrs. Kathy Allavie, ***Member***
Mr. Thomas R. Hunt, ***Member*** | Ms. Renee Hill, ***Superintendent***

RUSD RIVERSIDE UNIFIED SCHOOL DISTRICT

Laura Baber, Regional Sales Manager
Gold Star Foods
3781 E Airport Drive,
Ontario, CA 91761

RE: RFP #2017/18-11 – Fresh Bread – Award Agreement Renewal

Dear Ms. Baber,

The Riverside Unified School District Board of Education accepted our recommendation to renew the award to Gold Star Foods for the 2022-23 school year.

As part of our agreement, we are requesting that you review, sign and return the attached Memorandum of Understanding. We look forward to another school year serving our students of Riverside Unified School District.

If you have any questions please feel free to call me at (951) 352-6740 ext. 82801.

Sincerely,

Adleit Asi

Adleit Asi, RD, MBA - Director
Nutrition Services Dept.
P: (951) 352-6740 ext. 82801
aasi@riversideunified.org | www.riversideunified.org

RIVERSIDE BREAD 22-23 BID RENEWAL

GSF Item No.	Mfg. Item No.	Description	Brand	Vendor No.	UOM	Pack Size	Starting Date	Ending Date	Usage	Selling Price	9.43% CPI + MFG Increases 22-23 Selling Price	Comments	Starting Date	Ending Date
600026	163C6	RICE BREAD FREE WHEAT & GLUTEN	FRESH BREAD	100203	CS	6/16SLCS	7/1/2021	6/30/2022	0	$29.39	MFG DISC	MFG DISC	MFG DISC	MFG DISC
600034	2019	3.5" WHITE DINNER ROLLS	FRESH BREAD	100216	DZ	12/1.42OZ	7/1/2021	6/30/2022	192	$1.58	$2.09	CPI + MFG Increase	7/1/2022	6/30/2023
600054	2176	4" 51% HAMBURGER BUNS WWW	FRESH BREAD	100216	DZ	12/2.07OZ	7/1/2021	6/30/2022	57,554	$1.87	$2.39	CPI + MFG Increase	7/1/2022	6/30/2023
600056	2179	6" 51% HOT DOG BUNS WWW	FRESH BREAD	100216	DZ	12/1.96OZ	7/1/2021	6/30/2022	8,583	$1.86	$2.39	CPI + MFG Increase	7/1/2022	6/30/2023
600074	3419	3" 51% DINNER ROLLS WWW	FRESH BREAD	100216	DZ	12/1.85OZ	7/1/2021	6/30/2022	1,023	$2.12	$2.74	CPI + MFG Increase	7/1/2022	6/30/2023
600076	1438	6" 51% SLICED FRENCH ROLL WWW	FRESH BREAD	100216	DZ	12/2.67OZ	7/1/2021	6/30/2022	1,094	$2.81	$3.55	CPI + MFG Increase	7/1/2022	6/30/2023
600078	4303	6" WHITE HINGE FRENCH ROLLS	FRESH BREAD	100216	DZ	12/2.85OZ	7/1/2021	6/30/2022	0	$2.23	$2.82	CPI + MFG Increase	7/1/2022	6/30/2023
600104	3680	BREAD STICK WHOLE GRAIN	GOLDEN CRUST BAKERIES INC	100228	PK	12/1.5OZ	7/1/2021	6/30/2022	0	$2.84	MFG DISC	MFG DISC	MFG DISC	MFG DISC
600168	160120	6" FRESH CORN TORTILLA WG	ROMEROS	100447	PK	2 DOZ	7/1/2021	6/30/2022	9	$1.02	$1.12	CPI Increase Only	7/1/2022	6/30/2023
600170	212380	12" FLOUR TORTILLA	ROMEROS	100447	PK	1DZ	7/1/2021	6/30/2022	0	$2.75	$3.01	CPI Increase Only	7/1/2022	6/30/2023
600207	4216	4" 51% SLICED FRENCH ROLLS WWW	FRESH BREAD	100216	DZ	12/2.02OZ	7/1/2021	6/30/2022	20,365	$2.43	$3.11	CPI + MFG Increase	7/1/2022	6/30/2023
600224	212382	12" PRESSED FLOUR TORTILLA WW	ROMEROS	100447	PK	1DZ	7/1/2021	6/30/2022	285	$3.04	$3.33	CPI Increase Only	7/1/2022	6/30/2023
600341	341	ARTISAN 51% DINNER ROLLS WWW	FRESH BREAD	100216	DZ	12/1OZ	7/1/2021	6/30/2022	125	$2.54	$3.22	CPI + MFG Increase	7/1/2022	6/30/2023
600342	342	ARTISAN 51% DINNER ROLLS WWW	FRESH BREAD	100216	DZ	12/2OZ	7/1/2021	6/30/2022	7,513	$1.89	$2.44	CPI + MFG Increase	7/1/2022	6/30/2023
600345	9417	4" 51% KNOT BUN/CORN TOP WWW	FRESH BREAD	100216	DZ	12/2.08OZ	7/1/2021	6/30/2022	70	$2.22	$2.83	CPI + MFG Increase	7/1/2022	6/30/2023
600368	3420	51% HAWAIIAN DINNER ROLL WWW	FRESH BREAD	100216	DZ	12/2OZ	7/1/2021	6/30/2022	0	$2.18	$2.80	CPI + MFG Increase	7/1/2022	6/30/2023
600716	1490	SANDWICH BREAD 51% WG	PAPAPITA BAKERY	101134	LF	24SL	7/1/2021	6/30/2022	497	$2.46	$2.70	CPI Increase Only	7/1/2022	6/30/2023
600724	5861	3.5" ENGLISH MUFFIN SLICED WG	PAPAPITA BAKERY	101134	PK	12/3.5OZ	7/1/2021	6/30/2022	1,194	$4.04	$4.43	CPI Increase Only	7/1/2022	6/30/2023
600726	210282	TORTILLA FLOUR 10" WW WG	ROMEROS	100447	PK	2DZ	7/1/2021	6/30/2022	103	$4.56	$5.00	CPI Increase Only	7/1/2022	6/30/2023
600727	206142	TORTILLA FLOUR 6" WG	ROMEROS	100447	PK	2DZ	7/1/2021	6/30/2022	0	$2.48	$2.72	CPI Increase Only	7/1/2022	6/30/2023
600729	208182	TORTILLA WHEAT FLOUR 8"	ROMEROS	100447	PK	2DZ	7/1/2021	6/30/2022	0	$3.40	$3.73	CPI Increase Only	7/1/2022	6/30/2023
600730	210280	TORTILLA FLOUR PRESSED 10"	ROMEROS	100447	PK	2DZ	7/1/2021	6/30/2022	0	$4.38	$4.80	CPI Increase Only	7/1/2022	6/30/2023
600736	206140	TORTILLA FLOUR 6"	ROMEROS	100447	PK	2DZ	7/1/2021	6/30/2022	0	$2.58	$2.83	CPI Increase Only	7/1/2022	6/30/2023

GOLD STAR FOODS

March 22, 2022

Attn: Adleit Asi, Director Nutrition Services
Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

Re: Extension Offer for RFP: 2017/18-11 Fresh Bread and Tortilla Products

Gold Star Foods, Inc. is awarded the contract to Riverside Unified School District in accordance with your bid mentioned above. The term of that original contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2022 with the following representation:

1. Manufacturer price changes: Supporting documentation will be provided upon receiving final 2021-22 pricing from each manufacturer.
2. CPI Increase: Price Increase of 9.43% based on current C.P.I for Riverside, San Bernardino-Ontario-CA Area using the "Special Aggregated Index" category of "All items Less Shelter" under the "All Urban Consumers".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title Director

5/6/22
Date

(800) 540-0215
4781 E Airport Drive, Ontario, CA 91761

Riverside Unified School District
Multi-Year Extension Agreement for SY 2021-22
(RFP No. 2017/18-11 Fresh Bread and Tortilla Products)
Memorandum of Understanding

The Riverside Unified School District Board of Education accepted our recommendation to renew the award to Gold Star Foods for the 2021-22 school year. This is a **Memorandum of Understanding (MOU)** whereby the vendor will need to provide the following required documents in order to renew the existing proposal.

Complete and sign this Memorandum of Understanding and return to the Nutrition Services Director by May 1, 2021.

By signing this agreement, the Vendor agrees to the following:

All specifications, terms and conditions of proposal No. 2017/18-11 are included with full force and like effect as if fully rewritten herein.

An updated certificate of insurance to include Riverside Unified School District Nutrition Services as part of your Comprehensive General Liability Insurance, Comprehensive Automobile Liability and Workers Compensation Insurance is required no later than July 1, 2021.

Price list must be received no later than May 30th and will be effective the new school year beginning July 1, 2021. Orders placed and delivered prior to July 1st shall inherit the previous school year approved price. Pricing is effective July 1, 2021 through June 30, 2022.

Any price adjustments must be at or below the consumer price increase index for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) website (http://www.bls.gov/data/). The Vendor may use the preceding twelve (12) months. Vendor may provide alternate documentation if BLS is not available. Acceptance of alternate documentation is at the discretion of the Director of Nutrition Services.

Vendor is to provide a list of delivery locations, days of delivery, and delivery window times for the new school year.

I agree to the above requirements. I understand that failure to comply with any of the above requirements may result in disallowance from participating in the multi-year extension agreement.

By signing this, I certify that I am authorized to sign and agree to adhere to the terms specified herein.	
Company Name	Gold Star Foods
Signature	
Printed Name	John Cho V.P. of Merchandising & Contracts Gold Star Foods, Inc.
Title of Signer	VP MERCHANDISING & CONTRACTS
Phone	(909) 843-9600
Date	3/15/2021
Nutrition Services Director	Adleit Asi
Mailing Address	6050 Industrial Avenue, Riverside, CA 92504
Email	aasi@riversideunified.org.
Phone	(951) 352-6740 x-82801

Complete and sign this Memorandum of Understanding and return with original signature to Nutrition Services Director by May 1, 2021. Once received, Director will sign and return a copy to the vendor.

RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES
JUNE 27, 2018

Tiffany Riad, Bid Manager
Gold Star Foods Inc.
3781 East Airport Drive
Ontario, CA 91761

Re: "Fresh Bread Products" RFP #2017/18-11 – Award Agreement

Congratulations! The Riverside Unified School District Board of Education accepted our recommendation to award Gold Star Foods Line items 1 through 11 for the 2018-2019 school year. We will be issuing an updated Purchase Order to your company for the 2018-2019 school year.

Effective July 1, 2018, ordering and delivery service will be provided to all secondary sites on Monday and Thursday. All elementary sites will be delivered on Mondays. The Central Kitchen/Nutrition Center request deliveries on Monday and Thursday or as needed basis. Summer School services will be modified as needed. All specifications, terms and conditions of signed bid are hereby included with full force and like effect as if fully rewritten herein. Please sign and return this agreement letter in the enclosed envelope.

I look forward to working with your company in providing fresh bread to the students and staff of Riverside Unified School District.

Sincerely,

Kirsten Roloson
Interim Director, Nutrition Services

Vendor Signature

2/8/19.
Date

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.

RUSD
Innovation in Education
www.RUSDLink.org

Nutrition Services
6050 Industrial Ave.
Riverside, Ca
92504

PHONE 951-352-6740
FAX 951-778-5712
EMAIL kroloson@rusd.k12.ca.us

RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES
MAY 9, 2018

Tiffany Riad, Bid Manager
Gold Star Foods Inc.
3781 East Airport Drive
Ontario, CA 91761

RE: NOTICE OF INTENT TO AWARD RFP #2017/18-11 FRESH BREAD PRODUCTS

The Riverside Unified School District Nutrition Services Department would like to thank you for submitting a complete proposal for our bread and tortilla products.

Based on the criteria as outlined in the proposal documents, it was determined your proposal was the lowest, responsive and responsible proposer for the fresh bread line items 1-11. Pricing and requested pack sizes were a determining factor for the decision to split the contract. Therefore, Nutrition Services is recommending to the Board to award line items 1-11 to Gold Star Foods the contract for the services outlined in the above proposal. Once the Board approves our recommendation, we will execute a signed agreement for this award.

We look forward to the next school year in providing quality products to the students and staff at Riverside Unified School District.

Sincerely,

Kirsten Roloson

Kirsten Roloson
Interim/Assistant Director

RUSD
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www.RUSDLink.org

Nutrition Services
6050 Industrial Ave.
Riverside, Ca
92504

PHONE 951-352-6740
FAX 951-778-5712
EMAIL kroloson@rusd.k12.ca.us

REQUEST FOR PROPOSALS

RFP # 2017/18-11

Riverside Unified School District

Fresh Bread and Tortilla Products

May 8, 2018

6050 Industrial Avenue, Riverside, CA 92504

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RIVERSIDE UNIFIED SCHOOL DISTRICT
6050 Industrial Avenue
Riverside, CA 92504
NOTICE CALLING FOR PROPOSALS
RFP No. 2017/18-11

NOTICE IS HEREBY GIVEN that the Riverside Unified School District of Riverside County, acting by and through its governing Board, hereinafter referred to as the DISTRICT is requesting proposals for **"FRESH BREAD AND TORTILLA PRODUCTS."**

Companies interested in bidding can request a proposal packet from the following website: https://remote.rusd.k12.ca.us/planholdersregistration/ to register and download the full bid. Each bid must conform and be responsive to the bid documents. Proposals must be delivered in sealed envelopes marked "**Proposal No. 2017/18-11 "FRESH BREAD AND TORTILLA PRODUCTS""** to the Nutrition Services Department, 6050 Industrial Ave, Riverside, CA 92504, up to, but no later than, **10:00 am, May 8, 2018,** at which time they will be opened and publicly read. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Riverside Unified School District, reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the District. Design, specifications, service, delivery, and quality may be considered in making selections.

To Be Published: Press Enterprise on April 16th & April 23, 2018
Riverside USD Website on April 16, 2018

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NOTICE OF INTENT

It is the intent of the Riverside Unified School District to award one or more contract(s) as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

A. **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor's product(s) and/or services, and price.

B. **"Contract"** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.

C. "**District**" refers to the Riverside Unified School District (RUSD) the entity providing the RFP.

D. **"Proposer"** refers to the person/firm that submits the proposal to this RFP. Term "Bidder" may also be used.

E. **"Project"** means the Scope of Work for furnishing goods and services as outlined in this RFP.

F. **"Proposal"** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.

G. **"RFP"** refers to this Request for Proposals.

H. **"Responsible Vendor"** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.

I. **"Responsive Proposal"** refers only to those proposals that comply with all material and administrative aspects of this RFP.

J. **"Vendor"** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP. Term Bidder may also be used for Vendor.

K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

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Dear Vendor,

The Riverside Unified School District is pleased to provide you with document forms enabling you to respond to this year's "FRESH BREAD AND TORTILLA PRODUCTS" proposal.

Riverside Unified School District serves more than 24,000 meals daily.
Riverside Unified School District – Nutrition Services Department is responsible for this proposal and will respond to any questions and requests for information.

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions and Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposer Criteria Form
- Proposal Form
- Non-Collusion Declaration – Notary is not required
- Equal Opportunity Employment
- Certificate and Disclosure Statements (2)
    - Certificate Regarding Lobbying
    - Suspension and Debarment Certification
- Iran Contracting Act Certification
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco-Free Workplace
- Contractor's Certification – Workers' Compensation
- Clean Air and Water Certification
- Certification for Buy American Provision
- Printed Price Spreadsheet - Prices
- USBFlash Drive –Proposer is to provide and submit which includes Proposal Price Spreadsheet - Prices

Riverside Unified School District, is trying to make process of bidding and purchasing more efficient. For your convenience, we have provided the pricing spreadsheet in a fillable PDF format. *However,* a completed, signed printout of the spreadsheet is required and must be included with a copy of the PDF sheet on a flashdrive provided by the vendor in your sealed proposal package when it is returned.

Please take special notice of all the terms and conditions in the proposal documents in order to be a successful Proposer. A document check-off sheet has been included to assist you.

Thank you for taking the time to earn our business. We hope many of you are successful in your proposal and that we will enjoy a mutually profitable relationship with your company.

Sincerely,

Kirsten Roloson
Nutrition Services Interim Director/Assistant Director
Riverside Unified School District

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Riverside Unified School District

Document Check-Off Sheet

- ☑ Vendor Questionnaire – Pg. 22-23
- ☑ Proposer Criteria Form (Provides minimum requirements of proposers and references)- Pg. 25
- ☑ Proposal Form (Document in which proposer agrees to the terms of the proposal as awarded)- Pg. 26
- ☑ Non-Collusion Declaration with Signature- Pg. 27
- ☑ Equal Opportunity Employment- Pg. 28
- ☑ Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 29
- ☑ Certificate and Disclosure Statements (This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds $100,000) – Pg. 30-31
- ☑ Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) - Pg. 33
- ☑ Iran Contracting Act Certification – Pg. 35
- ☑ Contractor's Certification – Regarding Drug-Free Workplace – Pg. 36
- ☑ Contractor's Certification – Alcoholic Beverages and Tobacco-Free Workplace – Pg. 37
- ☑ Contractor's Certification – Workers' Compensation – Pg. 38
- ☑ Clean Air and Water Certification – Pg. 39
- ☑ Certification for "Buy American" Provision – Pg. 40
- ☐ Electronic Media/USB Flashdrive (Contains the bid price in PDF format) – Vendor is to provide
- ☑ Printed Proposal Worksheet with Signature – Vendor to provide original.

Please COMPLETE, SIGN & RETURN the following items with your sealed proposal:
Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive.

Signature _____ Date 5/4/18

Added: Addendum #1
Piggy back

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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RIVERSIDE UNIFIED SCHOOL DISTRICT
FRESH BREAD AND TORTILLA PRODUCTS

INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. PREPARATION AND SUBMISSION OF PROPOSAL FORM

RIVERSIDE UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than **10:00 a.m., May 8, 2018**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **"Fresh Bread and Tortilla Products– Proposal No. 2017/18-11"**. It is the sole responsibility of the Proposer to ensure that the proposal is received by **10:00 a.m., May 8, 2018**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

All proposals shall be publicly opened at **10:00 a.m., May 8, 2018** at the:
RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
CONFERENCE ROOM – 2nd FLOOR
6050 Industrial Avenue
Riverside, CA 92504

2. SAMPLES REQUIRED AS PART OF PROPOSAL SUBMISSION

Fresh Bread and Tortilla samples are to be delivered by 9 a.m. on May 6, 2018 for review and taste testing to the attention of the Director of Nutrition Services. Proposer needs to review item #12, page 8 for instructions. Proposer will provide at no cost to the District 1 Dozen of each line items samples of the following:

Line 1.	Breadsticks, Whole Grain	Line 10.	Bread, 2 oz 50% WWW Roll
Line 2.	Buns, 4" Hamburger WWW	Line 17.	Tortilla, 8" WGR/Ultra Grain Flour
Line 3.	Buns, 6" Hot Dog WWW	Line 20	Tortilla, Taco Shells 6" WG Corn
Line 4.	Muffin, Sliced 3.5" English WWW	Line 21.	Tortilla, Tostada Bowls 5.5" WG Corn
Line 8.	Bread, 4" Hinged, Sliced Fr. Roll	Line 22.	Tortilla, WG Corn 6"
Line 9	Bread, Telera Roll WGR		

Samples provided must follow and include the Nutritional Specifications as written in General Conditions Item #12, Page 8. Samples are to be delivered by 9 a.m. on May 6, 2018 for review and taste testing. Samples are to be labeled with RFP #, Vendor name, and Nutrition Specifications. Vendors will not be present for the Sample Testing.

3. SIGNATURES

Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

1. Chairperson
2. President or CEO
3. Vice-President
4. Assistant Vice-President
5. Corporate Secretary
6. Assistant Corporate Secretary
7. Treasurer or CFO
8. Assistant Treasurer
9. General Counsel
10. Assistant General Counsel

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RUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.

4. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Price Pricing Spreadsheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. No oral or telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.

5. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.

6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Nutrition Services Director of the RIVERSIDE UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. Riverside Unified School District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.

7. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2018, through June 30, 2019. Prices must remain firm until December 31, 2018.

8. **PRICES:** Enter case price on each item separately. All prices must be firm from July 1, 2018 through June 30, 2019. Riverside Unified School District may allow **ONE** price increase after December 31, 2018 with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for **"All Urban Consumers"** Database Series for the statistical area of **"US City Average"** from the category **"Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) website. The Vendor may use the preceding six (6) months, March to September. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District. Absolutely no fuel surcharges or any form of delivery fee may be levied during the term of this agreement.

9. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, each successful Proposer shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a District purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a District purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

10. **SAMPLES:** Riverside Unified School District reserves the right to request samples of items prior to the award of proposal. Samples requested must be the same items offered on said bid form submitted. Each sample must be labeled "Bread & Tortilla Products" and include the name of the Proposer submitting samples and include the Nutritional Specifications for specific product requested. **Samples are requested for the following line items: See Page 6, Item #2: SAMPLES REQUIRED AS PART OF PROPOSAL SUBMISSION**

11. **BRANDS, SIMILAR PRODUCTS, "Or Equal":** Whenever RUSD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function,

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minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

12. **SPECIFICATIONS:** All Food products made with breading are to meet the whole grain rice (WGR) requirements the USDA has outlined for the basis for crediting items to meet the WGR requirements. Qualifying food items contain 50 percent whole grain or ultra-grain, with the second ingredient being enriched flour. Corn masa dough treated with lime with the following health claim statement, "Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat and cholesterol, may reduce the risk of heart disease and some cancers," may be used as whole grain. Without this statement, it must follow USDA requirements of having the first ingredient Whole grain, (e.g whole wheat, whole grain). All proper documentation of product formulation statement, nutrition specification sheet, current date, and signed document must be available for each product for meeting compliance of USDA requirements for school food service agency.

13. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Proposer whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The District may requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.

14. **PROPOSAL DOCUMENT:** The complete proposal includes the following documents: Notice Inviting Proposals, Instructions to Proposers, General Conditions, Non-Collusion Declaration, Equal Opportunity Employment, Proposal Form, hard copy of Price Pricing Spreadsheet, Electronic Media (USB drive) of Price Pricing Spreadsheet Vendor to provide, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Health Department Inspection Reminder, Certification for Buy American Provision and Vendor Questionnaire. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

15. **TAXES:** Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.

16. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school or District site location placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. All racks and wheels containing product should never be above 6 feet tall. Racks and wheels should be left inside designated locations. Pick up of empty racks and wheels is required at delivery location. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all accessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions. Vendor may be issued keys and alarm codes. Vendor is responsible for all alarm set off charges, property damage and key replacement costs.

17. **QUANTITIES & PACKAGING:** Quantities shown are estimated usage of the District for the proposal period. The District reserve the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Prices shall be firm for all school and site locations and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities. (Usage

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quantities are not guaranteed but are included for information.) Bread and Tortilla products are to be pre-packaged and delivered in dozen increments (unless noted).

18. **INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

19. **FOOD DEFENSE:** Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm. Failure to register prior to the close of the proposal may result in the Proposer's disqualification for contract award.

20. **SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
    - Inspect delivery trucks for any signs of contamination.
    - Check all expiration and best if used by dates.
    - Use thermometers to check temperatures.
    - Accept product only at acceptable temperatures.
    - Reject unacceptable items.

21. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to school site locations, the Vendor must immediately notify the Nutrition Services Department with all pertinent information regarding the recall.

22. **CREDIT MEMOS:** The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Nutrition Services Accounting Department.

23. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** The District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

24. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

25. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for four (4) additional fiscal school years.

    The extension may be granted on a year by year basis provided that the following conditions are being met:

    A. The Director of Nutrition Services has deemed the products and services of the vendor satisfactory.

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B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
C. The percentage of price increase for products are at or below the consumer price increase for **"All Urban Consumers"** Database Series for the statistical area of **"US City Average"** from the category **"Food Away From Home"** as listed on the Bureau of Labor Statistics (BLS) website (http://www.bls.gov/data/). The Vendor may use the preceding twelve (12 Months) April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Nutrition Services.
D. If prices were increased midyear (see Instructions & Information for Proposers Item #8) the total increase in contract prices (July to June) shall not exceed item "C" listed above.
E. Documentation of Insurance Coverage, (General Conditions, Item #9) shall be resubmitted with each request for contract extension.

26. PROPOSAL FORM DIRECTIONS:

A. Proposer is to use the Pricing Spreadsheet template provided on the website accompanying the proposal documents.

B. Proposer is to enter the brand/trade name and stock keeping unit (SKU) number in appropriate columns of Price Proposal Form. When one or more items are co-specified by District, stating "as specified" will not satisfy this requirement. In executing a purchase order, the District will require the exact brand name and SKU number for ordering.

C. Proposer is to enter case pricing in the appropriate column of the spreadsheet.

D. Discounted pricing based on volume purchasing or quantity discounts is to be included on the last column of price form. This is the appropriate column on the spreadsheet.

E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in the appropriate column.

F. **A printed copy of the spreadsheet must accompany the proposal. In addition, the completed document is to be included in a USB Flashdrive as part of the formal proposal.** In the case of discrepancies, the paper copy of the proposal will be deemed the true proposal document and the basis of the award.

G. Proposer is to complete requested information on pricing spreadsheet from cover through final spreadsheet page.

H. Proposer is to submit all pricing spreadsheet pages, even those without responses.

I. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 11 of the "Instructions to Proposer."

J. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal. Proposers are to submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this

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information in the column provided. A single case price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.

K. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

L. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

27. PROPOSAL PROTESTS PROCEDURES: Any bidder may file a bid protest. The protest shall be filed in writing with the Director of Nutrition Services not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

A. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

B. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the CBO of Governmental Relations or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Riverside Unified School District
Attn: Mays Kakish – CBO/Governmental Relations
3380 14th St., Riverside, CA 92506

C. Appeal Review: The CBO of Governmental Relations or their designee shall review the decision on the bid protest from the Director of Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Nutrition Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

D. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the bid item or project and commence construction pending an appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by

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First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

E. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

28. **COURIER DELIVERIES:** It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Riverside Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposals are due in the Nutrition Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Nutrition Services Department located at 6050 Industrial Avenue, Riverside, CA 92504.**

29. **PROVISION BUY AMERICAN:** Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States AND the cost of domestic components must exceed 50 percent of the cost of all the components. Certification should include the country of origin for both domestic and imported food products. The District requires that suppliers certify the percentage of U.S. content in products supplied to us. Proposer is required to certify all domestic product to have at least 51% United States content. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Proposer is required to certify all domestic product to have at least 51% United States content. If Vendor is awarded this proposal, they will be required to provide certification of the origin of each food product listed.

End of Instructions and Information for Proposer

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GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The soliciting District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date. Riverside Unified School District reserves the right to award to one or more Proposers.

   The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

   It is the intention of Riverside Unified School District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

   The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **PLACEMENT OF ORDERS AND LEAD TIME:** Orders shall be issued directly to the vendor by the District, commencing from proposal award (July 1, 2018 through June 30, 2019). Each school location and District will place their own orders. Ordering and lead time procedures will be mutually agreed upon between vendor and district. Lead time or advance orders should not to exceed 14 calendar days.

3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the District and delivered at or below awarded price.

   The attached lists of proposal items have been vetted through our menu item review process and have been determined acceptable in regards to nutrient content including saturated fat, sodium, and trans fat. Any substituted proposal items must include nutrient content documentation (Product Formulation Statement) that also contains specific information that includes saturated fat, sodium, and trans fat.

   Nutrition product specifications are required on any item awarded to a successful bidder. Failure to provide this information may result in the loss of bid award.

4. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the school location or district site placing the order.

5. **DISCOUNTS :** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

6. **INVOICES:** Invoices shall be submitted in triplicate to the District and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the District. Nutrition Services requests on-line invoices and 30 day net payment.

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7. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

8. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

9. **INSURANCE:** Without limiting vendor's indemnification of Riverside Unified School District, Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Riverside Unified School District and evidence of such program(s) satisfactory to the District shall be delivered on or before the effective date of contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

   A) **Liability**
   Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name the school district as an individual issuer, and shall include but not be limited to:

   1) **Comprehensive General Liability Insurance**
   Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of $2,000,000.00 per occurrence, $5,000,000.00 aggregate.

   2) **Comprehensive Automobile Liability**
   Endorsed for all owned and non-owned vehicles with a combined single limit of $2,000,000.00 per occurrence.

   B) **Workers' Compensation**
   A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.

   C) **Product Liability**
   Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars ($1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

11. **DEFAULT:** Riverside Unified School District may by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

   A. The Vendor fails to make delivery within the time specified herein.

OR

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B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that the District terminates their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the District for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the participating school site locations or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Agreement, which have not been terminated.

12. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS

Background

Pursuant to Education Code Section 45125.1, it is necessary to RUSD to determine whether a contractor of independent contractor must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. ***Emergency Contacts – Exempt***
   Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to RUSD in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

2. ***Limited Pupil Contact – Exempt***
   Subsection (c) states that Section 45125.1 shall not apply when RUSD determines that the employees of the entity or the independent contractor will have limited contact with pupils.

   In determining whether a contract employee or independent contractor has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

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In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the supplier unless and until such time as an incident involving supplier employee(s) making deliveries to the RUSD sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. **EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE**
The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. **PERFORMANCE BOND:**
On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. ***(Individual Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required by the lead district for the bid) Riverside Unified School District does not require a bond.***

15. **PREVAILING LAW**
In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

16. **ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

17. **INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not an officer, employee, or agent of the District.

18. **NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.

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19. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the Director of Nutrition Services.

20. **LIABILITY/COPYRIGHT:** The Vendor shall hold the District, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

21. **DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the school site locations placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer. Keys may be issued for night drops. Vendor will be responsible for alarm trip charges, school property and keys.

Below is the list of School Site locations requiring 1 - 3 deliveries per school week. Delivery, times, locations and frequency are subject to change based on District needs.

School Site Name	School Site Name	School Site Name	School Site Name
Central Kitchen – Nutrition Center	Adams Elementary	Jefferson Elementary	Victoria Elementary
Arlington High School	Alcott Elementary	Kennedy Elementary	Washington Elementary
King High School	Beatty Elementary	Lake Mathews Elementary	
North High School	Bryant Elementary	Liberty Elementary	
Poly High School	Castle View Elementary	Longfellow Elementary	
Ramona High School	Emerson Elementary	Madison Elementary	
Central Middle School	Franklin Elementary	Magnolia Elementary	
Chemawa Middle School	Fremont Elementary	Monroe Elementary	
Earhart Middle School	Harrison Elementary	Mt View Elementary	
Gage Middle School	Hawthorne Elementary	Pahappa Elementary	
Miller Middle School	Highgrove Elementary	Rivera Elementary	
Sierra Middle School	Highland Elementary	Taft Elementary	
University Middle School	Jackson Elementary	Twain Elementary	

22. **QUANTITIES:** Quantities shown are estimated usages of the District for the proposal period. The District reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Price proposal shall be firm for and shall not increase or include shipping or any additional handling fees for orders in small quantities. (These quantities are not guaranteed but are included for information.)

23. **"PIGGYBACK" CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

    The RIVERSIDE UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

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Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: JCS

Piggyback option not granted: _____

24. **PROPOSERS DISCLOSURE INFORMATION:** All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. **PROPOSER CRITERIA FORM:** The Proposer Criteria Form must be completed and submitted with the proposal.

26. **CERTIFICATIONS:**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of The Clean Air Act (42 *U.S.C.* 1847[h]): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf
- Section 508 of the Clean Water Act (33 *U.S.C.* 1368): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf
- Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities

C. Debarment Certification

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3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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Riverside Unified School District
Nutrition Services Department

6050 Industrial Avenue, Riverside, California 92504 (951) 352-6740
FAX (951) 778-5712

RUSD
Innovation in Education

FRESH BREAD AND TORTILLA PRODUCTS

ADDENDUM NO. 1

April 18, 2018

The following information is hereby made a part of the **FRESH BREAD AND TORTILLA PRODUCTS – RFP NO. 2017/18-11** and so included as Addendum **#1.**

Question 1 – The date for delivery of samples is May 6, 2018, this is a Sunday?

Answer 1 – Correction, Date is Monday, May 7, 2018 at 9 a.m.

Proposals are due **NO LATER THAN 10:00 A.M. ON TUESDAY, MAY 8, 2018** in the Nutrition Services Department at 6050 Industrial Avenue, Riverside, California 92504.

All other terms and conditions shall remain the same.

Note: This addendum is to be properly acknowledged by Vendor and included in Vendor's Proposal.

5/4/2018

Vendor Signature & Dated

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

D. Lobbying
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

E. Energy Policy and Conservation Act: http://legcounsel.house.gov/Comps/EPCA.pdf. The VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. Contract Work Hours and Safety Standards Act Compliance: http://www.dol.gov/compliance/laws/comp-cwhssa.htm . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. The Certification Regarding the Iran Contracting Act

H. The Contractors Certification – Regarding Drug-Free Workplace must accompany this roposal.

I. The Contractors Certification – Alcoholic Beverages and Tobacco-Free Workplace must accompany this proposal.

J. The Contractors Certification – Workers' Compensation must accompany this proposal.

K. Clean Air and Water Certification

L. Certification for Buy American Provision

End of General Conditions

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EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive and responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer's goods or services a) Reference checks b) Vender Questionnaire	10
2	The quality of the Proposer's goods or services, as applicable a) Product, pack size meets specifications b) Samples provided qualify as part of RFP Submission c) Delivery Specifications (Lead Time)	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

1. **GEOGRAPHIC PREFERENCES:** RUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by RUSD in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.

2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). RUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. RUSD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any contract resulting from this RFP is non-exclusive. RUSD reserves the right to make no awards or award one or more contracts, in part or in whole, to a single Vendor or to multiple Vendors.

4. **DISQUALIFICATION:** Proposer may be disqualified before or after RUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

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5. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** RUSD in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in RUSD and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders.**
   A) Further information can be found at the following PCC web sites. http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
   B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website, http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx

6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to RUSD.

7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with RUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by RUSD after approval by the RUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the vendor(s).**

8. RUSD does not sign Vendor contract forms. In the event that RUSD awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

9. **MODIFICATIONS TO THE CONTRACTED LIST:** During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

   There may be occasions when the District needs to purchase goods not included in the existing contract. Such purchases will be made using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the contract through an addendum at the renewal of the contract. Upon a renewal, then the above Ten Percent (10%) option will be exercised.

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VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. **How do you plan to work with the District to set up a delivery schedule?**

See Attached

2. **How many deliveries per week will you provide?**

3. **Do you have order minimums for deliveries? Please Circle YES or NO**
   If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)

4. **How many delivery trucks do you have? How many with lift gates?**

5. **What is your procedure for notifying customers of shortages and /or substitutions?**

6. **What is your procedure for notifying customers of a product recall?**

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VENDOR QUESTIONNAIRE – Page 2

7. **What procedures do you have in place to fill emergency orders?**

8. **How many years has your company been in the food service distribution business?**

9. **Has your firm backed out of a bid award at any time to a school district(s) within the last 18 months? If so, please explain.**

See Attached

10. **Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.**

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End of Vendor Questionnaire

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GOLD STAR FOODS

VENDOR QUESTIONNAIRE
Request for Proposal RFP No. 2017/18-11

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. How do you plan to work with the District to set up a delivery schedule?
GSF works closely with districts when setting up new accounts and/or renewing accounts to set-up delivery schedules. Upon award, the District's dedicated K12 Solutions Account Specialist/Regional Sales Manager will contact the Food Service Director/Site Representatives to solidify the delivery schedule.

2. How many deliveries per week will you provide?
As specified in the RFP.

3. Do you have order minimums for deliveries? Please Circle ~~YES~~ or NO

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)

4. How many delivery trucks do you have? How many with lift gates?
Gold Star's Fleet consists of:

- 161 Drivers
  - 138 Class A Drivers
  - 23 Class B Drivers
- Trucks and Equipment
  - Class A Equipment
    - 55 Tractors
    - 3 – 28' Refrigerated/Frozen Trailers
    - 6 – 36' Refrigerated/Frozen Trailers
    - 10 – 45' Refrigerated/Frozen Trailers
    - 35 – 48' Refrigerated/Frozen Trailers
    - 3 – 53' Refrigerated/Frozen Trailers
  - Class B Equipment
    - 63 Refrigerated/Frozen Bobtail Trucks

To ensure that GSF's fleet is the safest on the road, all our trucks are 2012 or newer and meet all California Air Resources Board requirements. Our equipment is on a long-term lease agreement that comes with a full-service maintenance program. The service agreement must comply with all Department of Transportation requirements. Our drivers are required to conduct a pre-trip inspection of the entire truck, trailer, and refrigeration requirement before leaving the Gold Star facility. In addition to our internal inspection process, all fleet vehicles must be inspected by a certified mechanic every 90 days and receive subsequent repairs and/or service as applicable.

Included in the 90 day inspections are:

- Safety checks (brakes, hoses, fluids, headlights, turn signals, etc.)
- Oil changes (by mileage)
- Tire replacement
- Lift gate service
- Reefer unit service (by service hours)
- Visual damage

These inspections are done to ensure compliance with the California Commercial Motor Vehicle Safety Act of 1988, which is commonly referred to as the Biennial Inspection of Terminals (BIT) Program. The BIT Program requires a comprehensive review of our fleet by the California Highway Patrol. Our last review resulted in a passing score for all vehicles.

Our bobtails and trailers are all equipped with refrigerator units that can maintain both frozen and refrigerated temperatures. Some of the units are multi-temperature units that have the capability to run two separate temperature zones with wall portions.

Specifically related to sanitation and cleanliness, our truck drivers are required to maintain the cleanliness of their vehicles. In addition, we have a contracted vendor that cleans the trucks (inside and out) a minimum of every other week.

5. What is your procedure for notifying customers of shortages and /or substitutions?
At GSF, we take a proactive approach for minimizing shortages and/or substitutions. First, we work with our partner districts in advance to identify menu cycles, ordering practices, and preferred vendors. By providing us with your planned menus, preferred products/vendors and allowing us to work closely with your menu planning team, we can ensure that the items you purchase are stocked and available in the requested quantities. Your dedicated K12 Solutions Account Specialist is responsible for communicating with District(s) about all potential issues. If your Account Specialist is unavailable, we have back-up/trained Account Specialists and the Director of Customer Service who can also assist.

If there is an inventory shortage requiring an order modification and/or substitution, the K12 Solutions Account Specialist will contact the District representative immediately. We utilize both phone and e-mail communication to ensure that we make contact in a timely manner. GSF will not send substitute items without an authorization by the District. To minimize the impact to the District and ensure that the menus meet meal pattern requirements, we find substitutes with similar pack sizes, price point, and meal/nutritional contribution, including vegetable subgroups.

Finally, to prevent future shortages we work with the District to review the cycle menu to identify how often the item will be menued and the approximate number of cases required minimizing any future/ongoing issues with the item.

6. What is your procedure for notifying customers of a product recall?
Gold Star Foods has a zero tolerance policy related to food safety. Our operation is safe, compliant, and has full traceability of all products we receive and deliver. In addition to achieving at least 97 percent or higher on our independent 3rd party audits over the last 3 years, we are certified as Global Food Safety Initiative (GFSI) Safe Quality Food (SQF) Level 2 operation. The GSFI is the most stringent food safety certification available globally. In addition to the SQF certification, we are also the first in the region fully compliant with the Food Safety Modernization Act.

GOLD STAR FOODS

While the Food Safety Modernization Act is designed to ensure the U.S. food supply is safe by shifting the focus from responding to contamination to preventing it, the Safe Quality Food Program is a voluntary certification that goes beyond the Food Safety Modernization Act to certify that food has been produced, processed, and handled according to the highest standards. The Safe Quality Food Program is recognized around the world as the gold standard in food safety management.

The SQF program is an integral part of our hold/recall process that allows us to respond quickly in the event of a recall. We collect hold/recall contact information from our partner districts and contact those team members via email and phone with information pertaining to the recall. Time is of the essence when a recall occurs we have a team dedicated to acting quickly when a recall occurs 24 hours/day- 7 days/week. Our goal is to respond to districts within 2 hours or less of being notified and providing the following information:

- Product Item Number and Description (GSF Item # and Manufacturer # if applicable)
- Affected Lot Numbers
- Delivery Date/Receive Date
- Sites Affected
- Number of cases received by site
  Instructions on how to proceed with affected product

7. What procedures do you have in place to fill emergency orders?
In the event of an emergency/unscheduled delivery, the District(s) would contact their dedicated K12 Solutions Account Specialist and/or the Director of Customer Service by phone or e-mail. The Account Specialist will verify that sufficient inventory is available, confirm the delivery with the GSF Director of Transportation, and coordinate with the District representative requesting the delivery. Due to the size of Gold Star's inventory and our receipt of foods six days per week, we can often fill emergency orders with appropriate, compliant items. Based on the number of emergency deliveries requested and/or the cause of the emergency delivery, Gold Star may assess an additional service charge for the delivery.

8. How many years has your company been in the food service distribution business?
Gold Star Foods s been in the Food Service/School Business for 39 years.

Specific to financial stability, our net sales for 2016 was just over $320 million and our sales growth has been steady over the last several years. But these numbers don't fully describe the impact that this growth has had on the local economy. Over the last nine years Gold Star has grown into a very successful business and during this same time we have also held our margins maintaining the same costs basis to the schools we serve. In addition, Gold Star offers all its employees above market wages and benefits. While school districts have endured an increase in food cost related to drought, labor costs, etc., the cost to do business with Gold Star has remained the same.

9. Has your firm backed out of a bid award at any time to a school district(s) within the last 18 months? If so, please explain.
No, Gold Star has not backed out of a distribution contract to a school mid-year within the last 18 months.

GOLD STAR FOODS

10. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain. Yes. In September 2017, Gold Star merged with A&R Wholesale Distributors. During this integration, we experienced production delays related to order assembly in our warehouse, but we did not resign any accounts and worked to ensure customer needs were met as best as possible during these service delays. We have subsequently been operating on time. To ensure this sustained performance, we have added additional experienced management, retained the service of industrial engineers to improve processes and production rates, and have implemented enhanced warehouse technology to organize and monitor warehouse activity. Throughout this period of process improvement, we have had the full support of our labor partners,

Teamsters Local No. 63. Working together, we have had a very stable work flow and have experienced continuous improvement.

RIVERSIDE UNIFIED SCHOOL DISTRICT

CERTIFICATIONS & BID PRICE PROPOSAL TO BE SUBMITTED WITH AGREEMENT

This institution is an equal opportunity provider

PROPOSER CRITERIA FORM

RUSD requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 100-mile radius of the delivery points of the District
- Have three current school district references

Please provide three current school district references:

1. School District: ABC USD
   a. Address: 16700 Norwalk Blvd, Cerritos, CA 90703
   b. Contact Person: Maureen Conklin
   c. Telephone Number: (562) 926-5566
   d. Number of Deliveries per year: 300+

2. School District: Pomona USD
   a. Address: 1460 E. Holt Ave, Pomona, CA 91767
   b. Contact Person: Darryl Hickey
   c. Telephone Number: (909) 397-4711
   d. Number of Deliveries per year: 1000+

3. School District: Simi Valley USD
   Address: 101 Cochran St, Simi Valley, CA 93065
   Contact Person: Patrice Parr
   Telephone Number: (805) 306-4603
   Number of Deliveries per year: 380+

Sean C Lee
Name of Preparer

CEO
Title

Signature of Preparer

5/4/18
Date

By signing this form, you are verifying that your company meets the requirements stated above.

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RIVERSIDE UNIFIED SCHOOL DISTRICT
FRESH BREAD AND TORTILLA PRODUCTS
PROPOSAL FORM

Proposal Number 2017/18-11
Proposal Closing Date: 10:00 a.m., May 8, 2018
Proposal Closing Site: Riverside Unified School District, Nutrition Services Department
To: Director of Food Services,

1) **Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposes and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.**

2) **This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.**

3) **Proposer shall complete and sign, the provided Non-Collusion Declaration and include it with proposal response.**

Name of Firm GOLD STAR FOODS

Address of Firm (Street, City, State) 3781 East Airport Drive P.O. Box 4328 Ontario, CA 91761

Sean C. Leer
(Name)

CEO
(Title)

of the Proposer, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal No. 2017/18-11, and all the representations herein made, are true and correct.

Executed this 4th **day of** May **, 2018,**

at San Bernardino **(County).**

Signature (909) 843-9600 **Telephone**

Date May 4, 2018

END OF PROPOSAL FORM

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NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL
(Public Contract Code section 7106)
(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the CEO of Gold Star Foods Inc., the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

(Signature of Officer)

Sean C. Leer
(Typed Name of Officer)

CEO
(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

May 4, 2018 [Date], at Ontario [City], California [State].

GOLD STAR FOODS
3701 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

GOLD STAR FOODS

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 5/4/2018

Gold Star Foods Inc.
CONTRACTOR

By: _____

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000: Riverside Unified School District		Agreement Number: 6721-00
Address of School Food Authority: 6050 Industrial Avenue, Riverside, CA 92504		
Printed Name and Title of Submitting Official: Kirsten Roloson, Interim Director/Assistant Director Nutrition Services	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) GOLD STAR FOODS		
Printed Name and Title: Sean C. Leer	Signature:	Date: May 4, 2018
Name of School Food Authority: Riverside USD		Agreement Number: 2017/18-11

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
[illegible] 92761

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California Department of Education
Child Nutrition and Food Distribution Division
Approved by OMB 0348-046

School Nutrition Programs Unit
April 1998

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1.Type of Federal Action: ☐ Contract ☐ Grant ☐ Cooperative Agreement ☐ Loan ☐ Loan Guarantee ☐ Loan Insurance	2. Status of Federal Action: ☐ Proposal/offer/application ☐ Initial award ☐ Post-award	Report Type: ☐ Initial filing ☐ Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): $_____ actual planned	12. Type of Payment (check all that apply): ☐ Retainer ☐ One-time fee ☐ Commission ☐ Contingent fee ☐ Deferred ☐ Other; specify: _____	
13. Form of Payment (check all that apply): ☐ Cash ☐ In-kind; specify: ☐ Nature _____ ☐ Value _____		

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

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Ontario, CA 91761

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16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: [signature] Print Name: Sean Leer Title: CEO Telephone No: 909 843 9600 Date: 5/4/18
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant

announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a proposal for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Riverside Unified School District
Name of School Food Authority

6721-00
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Gold Star Foods Inc
Company Name

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761
Address

Sean C. Lee
Printed Name

CEO
Title

Signature

5/4/2018
Date

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF $ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) GOLD STAR FOODS	*Federal ID Number (or n/a)* 26.134.0567
By (Authorized Signature)	
Printed Name and Title of Person Signing Sean C. Leer	
Date Executed May 4, 2018	*Executed in* San Bernardino, CA

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

   a) The dangers of drug abuse in the workplace;

   b) The person's or organization's policy of maintaining a drug-free workplace;

   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and

   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substances at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 5/4/2018

CONTRACTOR

Gold Star Foods Inc

GOLD STAR FOODS

By: Signature

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CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time.

DATE: 5/4/2010

Gold Star Foods
CONTRACTOR

By: _____
Signature

GOLD STAR FOODS

This institution is an equal opportunity provider

Contractors' Certificate Regarding Workers' Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more or the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

Signature of Authorized Representative

Sean C. Leer

Type Name of Above

CEO

Title of Authorized Representative

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

GOLD STAR FOODS

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Clean Air and Water Certification

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by the EPA or the contract is not otherwise exempt.

GOLD STAR FOODS
3761 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative | CEO Title | 5/4/2018 Date

GOLD STAR FOODS
3761 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

This institution is an equal opportunity provider

Certification for "Buy American" Provision

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to verify for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item. Please list below the line items proposer bid where the nutrition label includes country of origin and country processed.

Line item	Description:	Domestic U.S Product? Yes or No	Country of Origin:
1	Bread, Bread Sticks, Whole Grain	Y	
2	Bread, Buns 4" 50% WWW Hamburger	Y	
3	Bread, Buns 6" 50% WWW Hot Dog	Y	
4	Bread, Muffin 3.5" WWW Sliced English	Y	
5	Bread, Rice, Wheat & Gluten Free	Y	
6	Bread, Roll 4" 50% WWW, Knot	Y	
7	Bread, Roll, 6" 50% WWW Hinged Sliced	Y	
8	Bread, Roll 4" 50% WWW Hinged Sliced	Y	
9	Bread, Roll, 50% WGR Telera	Y	
10	Bread, Roll, 50% WWW Dinner 2 oz.	Y	
11	Bread, Sandwich, Sliced 50% WWW	Y	
12	Tortilla, 4 ½" Mini Corn	Y	
13	Tortilla, 10" WG/Ultra Flour	Y	
14	Tortilla, 12" WG/Ultra Flour	Y	
15	Tortilla, 6" Regular Flour	Y	
16	Tortilla, 6" WG/Ultra Grain Flour	Y	
17	Tortilla, 8: WG/Ultra Grain Flour	Y	
18	Tortilla, Chips – Corn – No Salt IW	Y	
19	Tortilla, Chips – WG Corn Round – No Salt	Y	
20	Tortilla, Taco Shells 6" – WG Corn	Y	
21	Tortilla, Tostada Bowls 5.5" – WG Corn	Y	
22	Tortilla, WG Corn 6"	Y	

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #29, Page 12 of RFP 2017/18-11 and will provide the requested documentation upon award of proposal.

Print Signature: Sean C. Leer

Company Name: GOLD STAR FOODS

GOLD STAR FOODS
3701 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

This institution is an equal opportunity provider

Riverside Unified School District - Nutrition Services
"Fresh Bread and Tortilla Products" RFP #2017/18-11

SUBMISSION DEADLINE: MAY 8, 2018 BY 10:00 AM

Official Vendor Line-Item Submission Form — *Bread and Tortilla Products*

1 GOLD STAR FOOD, INC. <Vendor Name
2 TIFFANY RIAD <Vendor Contact
3 3781 EAST AIRPORT DRIVE <Address
4 ONTARIO, CA 91761 City, State, Zip
5 909-843-9600 <Phone
6 BIDS@GOLDSTARFOODS.COM <E-Mail
7 909-843-9659 <Fax

Directions: Complete Green Columns 1 through 4 on each item, line by line. Columns in red cannot be changed. Supplier SKU number in column 3 is required. Any additional information regarding line item is to be written in Column 4. When completely filled, print a copy and save a copy to a USB Drive and return with proposal. Submit signed price sheet and USB drive by deadline as specified in the proposal documents.

***SAMPLES ARE REQUIRED AS PART OF PROPOSAL SUBMISSION. SEE PAGE 6 FOR INSTRUCTIONS**

No.	Alphabetical Listing of Items	District Usage - YRLY	Pack Size	Column 1 Brand or Manufacturer	Column 2 Bid Price	Column 3 Supplier SKU	Column 4 Comments, Notes, Additional Descriptions, Substitutions, Etc.
0	*Follow This Line as a Sample Guideline As to How the Cells Should Be Filled In >>>>*	*2,000*	*15/cs*	*Del Monte*	*$10*	*GS0000*	*Pack Size - additional information*
1	BREAD, BREAD STICKS, WHOLE GRAIN	250	12/1.5 OZ	GOLD	$ 2.59	600104	12/1.5OZ
2	BREAD, BUNS 4" 50% WWW HAMBURGER BUNS	130,000	12/2.07 OZ	GSF	$ 1.75	600054	12/2.07OZ
3	BREAD, BUNS 6" 50% WWW HOT DOG BUNS	12,250	12/1.96 OZ	GSF	$ 1.75	600056	12/1.96OZ
4	BREAD, MUFFIN, 3.5" WWW SLICED ENGLISH	4,500	12/2.2 oz	BAKEC	$ 3.35	600366	12/2.2OZ
5	BREAD, RICE, WHEAT & GLUTEN FREE	10	6/16 SLCS	GSF	$ 28.37	600026	6/16SL
6	BREAD, ROLL 4" 50%WWW, KNOT BUN/CORNMEAL TOP	10	12/2.08 OZ	GSF	$ 2.09	600345	12/2.08OZ
7	BREAD, ROLL, 6" 50% WWW HINGED SLICE FRENCH ROLLS	3,800	12/2.85 OZ	GSF	$ 2.65	600076	12/2.67OZ
8	BREAD, ROLL, 4" 50% WWW HINGED SLICED FRENCH ROLL	23,300	12/2 OZ	GSF	$ 2.28	600207	12/2.02OZ
9	BREAD, ROLL, 50% WGR TELERA ROLL	1,000	12/2.5 OZ	GSF	$ 8.00	600333	1DZ
10	BREAD, ROLL, 50% WWW GOURMET DINNER ROLL 2 OZ	12,000	12/2 OZ	GSF	$ 1.78	600342	12/2OZ
11	BREAD, SANDWICH, SLICED 50% WWW	150	1/24 SL	GSF	$ 1.70	600018	24SL
12	TORTILLA, 4 1/2" MINI-CORN	50	5 DOZEN	ROME	$ 11.37	303505	6/5DZ
13	TORTILLA, 10" WGR/ULTRA FLOUR TORTILLA	1,500	DOZEN	ROME	$ 21.12	300472	6/2DZ
14	TORTILLA, 12" WGR/ULTRA FLOUR TORTILLA	1,800	DOZEN	ROME	$ 26.89	303544	12/1DZ
15	TORTILLA, 6" FLOUR TORTILLA - REGULAR	200	DOZEN	ROME	$ 1.05	600162	1DZ
16	TORTILLA, 6" WGR/ULTRA GRAIN FLOUR	600	DOZEN	ROME	$ 42.24	305426	144/2CT
17	TORTILLA, 8" WGR/ULTRA GRAIN FLOUR	600	DOZEN	ROME	$ 28.48	303516	12/2DZ
18	TORTILLA, CHIPS - CORN - NO SALT, IW	750	100/2 OZ	LA VE	$ 38.96	209542	150/2OZ
19	TORTILLA, CHIPS - WG CORN ROUND- NO SALT	1,500	12/1#	LA VE	$ 15.17	TBD	6/2LB
20	TORTILLA, TACO SHELLS 6" - WG CORN	10	200/CS	ROME	$ 17.64	300445	200CT
21	TORTILLA, TOSTADA BOWLS 5.5" - WG CORN	500	200/CS	ROME	$ 33.26	203170	8/25CT
22	TORTILLA, WG CORN 6"	300	4 DOZEN	ROME	$ 30.72	305371	144/2CT

, CEO

Signature & Title

GOLD STAR FOODS, 5/4/

Company Name & Date