San Ysidro School District
Governing Board

AGENDA

Thursday
August 9, 2018
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.

San Ysidro School District
Education Center Board Room
4350 Otay Mesa Road
San Ysidro

General Administration

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 12, 2018
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, July 12, 2018 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. to conduct its business meeting at the **San Ysidro School District – Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICTS NOS. 1, 2, AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.

MINUTES

1. **CALL TO ORDER** Who: President Pallasigue Time: 5:00 p.m.

2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
   Mrs. Rosaleah Pallasigue, President
   Mrs. Irene Lopez, Vice-President
   Mr. Marcos A. Diaz, Clerk
   Mr. Rodolfo Linares, Member
   Mr. Antonio Martinez, Member

3. **FLAG SALUTE** by Rosaleah Pallasigue, Board President

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

   Motion: Pallasigue Second: Lopez Vote: Unanimous

5. **PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**
   None at this time.

   Member Martinez made the motion to recess to Closed Session, seconded by Clerk Diaz. The vote was unanimous.

6. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:**

6.1 **GOVERNMENT CODE SECTION 54957** (Potter/Zummo)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

6.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** (Potter/Zummo)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of Claims: 2

6.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Ysidro School District vs. Manuel Paul
Case No. 37-2015-00003840-CU-NP-CTL

RECONVENED into OPEN SESSION at 6:30 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.

7. CALL TO ORDER Who: President Pallasigue Time: 6:30 p.m.

8. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member

9. 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.

Veronica Medina, Student & Family Services Manager, Commented: 1) Invited the Board to the 4th Annual Families First Resource Fair hosted by the San Ysidro School District on August 11, 2018, from 10:00 a.m. to 2:00 p.m. at the District office. 2) She's gathered more than seven hundred backpacks filled with school supplies for our children. Important information will be given out to families from community organizations and vendors.

10. ITEMS FROM THE BOARD & SUPERINTENDENT
President Pallasigue, Commented: 1) Thanked everyone for attending the Board meeting. 2) Thanked the guests from Sacramento for supporting the district and Dr. Potter, for being instrumental in bringing her close ties to San Ysidro. Hopes that we strengthen our relationships in the future. 3) She's excited about the new school year. 4) Thanked Dr. Potter for working endless hours. A lot has been accomplished in her short time with the district. 5) Appreciates staff and the community.
Clerk Diaz, Commented: 1) Thanked Dr. Potter for everything she's done. 2) It does take a team and thanked everyone participating in the effort to come back stronger than ever. 3) Thanked Veronica and everyone that is helping with the Resource Fair event. 4) Thanked guests for attending the Board meeting. 5) Mentioned that it's hard to say these things because you want to protect the school district. The morning of the Special Board Meeting where the Board would decide whether or not to place Dr. Fonseca on administrative leave, he received a phone call and was told that at least one Board member contacted the lawyers and/or district staff and gave direction to take care of their friend before the Board meeting. 6) He knows what he voted on and stands by his vote with the information he was provided.

However, if the information he receives is tainted, then his vote is only as good as the information he gets. That individual took action, drafted paperwork and/or changed the concept of the Board meeting before getting direction from the Board. The meeting was steered in a certain direction that was already predetermined. 7) Asked for an investigation of what happened that morning, day prior and possibly weeks after. It was a 5-0 vote to release Dr. Fonseca from his contract. We know that was overpaid and are looking into that. If he had the proper information, maybe things would have been different. 8) Mentioned that the FCMAT report says the Board was asleep at the wheel, but not when you are getting bad information or steered the wrong way.

Vice-President Lopez, Commented: 1) She worked for San Ysidro School District for many years and saw a lot of good and bad things. The community was hurt, but our kids took the worse fall of all. 2) Now, the door has been opened to us again with a new superintendent who she respects. 3) Our staff and community has been through a lot, but we need to move forward, work together and do what is best for our kids and our community. Acknowledged Veronica Medina for her hard work with the Resource Fair. 4) She feels that we are at peace with Dr. Potter. It's time to bring in more competent people that can guide the Board. 5) It was good to see our kids promoting to elementary, middle and high school. Some of their families went to school with her and love San Ysidro just as she does.

Member Martinez, Commented: 1) Thanked Dr. Potter for the great work she is doing. He feels there is light at the end of the tunnel. 2) Thanked Veronica for the great work she is doing. 3) Would like to see in the future a game plan for the Beyer school site with community involvement. 4) He would like to see more middle school electives incorporated not just music, theater and dance, but woodshop, etc. for kids to experience different things. We need to look at how we provide the kids with those opportunities. 5) Thanked everyone for attending the Board meeting.

Member Linares, Commented: 1) Thanked everyone for attending the Board meeting. 2) Mentioned that he agrees with the FCMAT report, but also disagrees. The FCMAT report blames the Board, administrators and staff. It wasn't because we were sleeping on the wheel or didn't know. The majority of the Board knew a long time ago through his investigations what the previous administration was doing, but the Board ignored his comments and facts. The Board was covering it up and were complacent with the actions of the previous administration. 3) Blames unions because he told this to the unions and someone said, "as long as Julio Fonseca doesn't take money from my bank, I am okay." 4) Stated that he approved the resignation of Dr. Fonseca, not the separation agreement. The separation agreement was brought up at the last minute and was surprised it was brought up since it wasn't an item on the agenda. He told the attorneys that eighteen months cannot be given because of AB215. 5) He called for a press release on November 1, 2017, and told everyone his findings. FCMAT findings were sent to the District Attorney. 6) A directive was given for a separation agreement and hopes that we get to the bottom of it and hold everyone involved accountable. 7) The days they resigned were tough. The teachers and everyone were crying because they were getting bonuses and positions. The unions controlled the majority of the Board. Teachers didn't care for students and cared more for their union and increases in pay. Last year, we gave a two-percent increase and no reason to give that away. That's money that the district needs. 8) Hopes a full investigation is conducted.

Superintendent Potter, Commented: 1) Having grown up in the South Bay, she feels blessed and honored to have come home to San Ysidro School District. 2) Thanked all Board members for their hard work and diligence to set the district back on the right track. 3) Thanked everyone that has helped her and that has reached out to the community, children and families to help. 4) Thanked Jack O'Connell, former Superintendent of Public Instruction, for the State of California, for his support and Kevin Gordon, one of the founders of Capitol Advisors, for his help. 5) Thanked all of the new attorneys that have helped. 6) Attended the most incredible promotion ceremonies in her career and thanked all staff for putting it together. 7) Acknowledged Marilyn Adrianzen, the possible new Chief Business Official, Joanne Branch, one of the best school construction experts in the County, for her assistance and Dr. Steele, who could be a new principal. 8) Thanked everyone for coming to help San Ysidro School District.

11. CONFERENCE SESSION

Reports/Presentations

11.1 Capitol Advisors Legislative Update – Kevin Gordon/Jack O'Connell

11.2 Newcomer English Language Program – Manuela Colom/Cynthia Gonzalez

11.3 17-18 California Assessment of Student Performance In Progress Data – Manuela Colom

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of June 14, 2018 and minutes of the Special Board Meetings of June 7, 2018 and June 26, 2018.

Motion: Diaz Second: Lopez Vote: Unanimous

12.2 UPDATE REGARDING LEGAL COUNSEL AGREEMENTS (Zummo)
The Executive Director of Human Resources updated the Board on their directive from the June 26, 2018 Special Board meeting to enter into Agreements with the following firms: Best Best Krieger LLP, Dannis Woliver Kelley APC, Atkinson Andelson Loya Ruud & Romo PLC. Update provided on Board request for references on fourth law firm.

12.3 REVISED ORGANIZATIONAL CHART (Zummo)
The Board approved the revised District Management Organizational Chart.

Motion: Pallasigue Second: Lopez Vote: Unanimous

12.4 REVISED MANAGEMENT SALARY SCHEDULE (Zummo)
The Board approved the revised Management Salary Schedule to reflect title changes with no fiscal impact.

Motion: Diaz Second: Pallasigue Vote: Unanimous

12.5 RESOLUTION 18/19-0009 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2018-19 FISCAL YEAR (Potter)
The Board adopted Resolution No. 18/19-0009 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2018-2019 fiscal year. Steven Gald, Vice-President of California Financial Services, and Justin Bjorgan, Senior Associate, provided an update.

Motion: Pallasigue Second: Diaz Vote: Unanimous

Member Martinez made the motion to recess at 8:08 p.m., seconded by President Pallasigue. The vote was unanimous. The Board reconvened at 8:21 p.m. Roll call was taken by President Pallasigue. All members were present.

12.6 FIRST READING OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5141.52 – SUICIDE PREVENTION (Colom)
The Board approved first reading of new Board Policy and Administration Regulation 5141.52 – Suicide Prevention.

Motion: Diaz Second: Lopez Vote: Unanimous

12.7 FIRST READING OF NEW BOARD POLICY 5145.13 – RESPONSE TO IMMIGRATION ENFORCEMENT (Colom)
The Board approved first reading of new Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement.

Motion: Martinez Second: Lopez Vote: Unanimous

12.8 ADDENDUM TO ENGLISH LANGUAGE LEARNER MASTER PLAN (Colom)
The Board approved the Addendum to the Master Plan for English Learners.

Motion: Pallasigue Second: Lopez Vote: Unanimous

13. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: Diaz Second: Pallasigue Vote: Unanimous

13A. CURRICULUM & INSTRUCTION

13A.1 4TH ANNUAL FAMILIES FIRST RESOURCE FAIR (Colom)
The Board approved the 4th Annual Families First Resource Fair to be held on August 11, 2018 at the District Office at a cost not to exceed $3,000.00 from the McKinney-Vento grant.

13A.2 LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY (Colom)
The Board approved the purchase of the Renaissance Learning Program for all sites at an estimated cost of $127,864.00 from the Supplemental and Concentration fund.

13A.3 COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE - UPDATED (Colom)
The Board approved the updated number of students participating in the College for Kids Program at Southwestern College from July 2-12, 2018 at a cost not to exceed $13,500.00 from the Supplemental and Concentration fund.

13A.4 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2018-19 SCHOOL YEAR (Colom)
The Board approved the San Ysidro School District Instructional Materials/Textbook List for the 2018-19 school year.

13A.5 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuela Colom, Cynthia Gonzalez	2018 Accountability Leadership Institute	San Francisco	December 3-4, 2018	TBD	Title III Fund
Manuela Colom, Cynthia Gonzalez, Adriana Aguilar, Juan Molina, Nicole Preston, Gloria Mena, Patty Burch, Sylvia Mayer, Jamie Barrett	Language Learner Leadership Institute	SDCOE	August 29, 2018	$900.00	Title III Fund
Gina A. Potter, Manuela Colom, Luis Ramos, Nadia Aviles, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Smythe Principal, OVHS Principal	Equity Symposium 2018	San Diego	September 27-28, 2018	$3,140.00	General Fund

13B. BUSINESS

13B.1 PURCHASING REPORT (Potter)
The Board approved/ratified the purchase orders incurred by the District during the period May 31, 2018 through June 30, 2018.

13B.2 EXPENDITURE REPORT (Potter)
The Board approved/ratified the expenditures incurred by the District during the period of May 24, 2018 through June 28, 2018 for a total expenditure of $2,744,906.86.

13B.3 ACCEPTANCE OF DONATIONS (Potter)
The Board accepted donations valued at $1,732.80 to help support and enrich our educational programs.

13B.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2017-18 (Potter)
The Board accepted the Report of William's Complaints for the fourth quarter, from April 1, 2018 to June 30, 2018 of the 2017-2018 school year for submission to the San Diego County Office of Education.

13B.5 AGREEMENT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS (Potter)
The Board approved/ratified the agreement with Wood Environment & Infrastructure Solutions at a cost of $2,000.00 from the Building Fund.

13B.6 AGREEMENT WITH GALASSO'S BAKERY (Potter/Perez)
The Board approved the agreement with Galasso's Bakery to provide whole wheat bread to all school's cafeterias during school year 2018-19.

13B.7 AGREEMENT WITH IMAGE ONE FOR 2018-19 (Potter/Perez)
The Board approved/ratified the agreement with Image One in an amount up to $6,529.00 from the Child Nutrition fund.

13B.8 AGREEMENT WITH EMS-ISITE FOR SCHOOL NUTRITION AND FITNESS PROGRAM (Potter/Perez)
The Board approved the agreement with EMS-ISITE for the School Nutrition and Fitness Program at an annual cost up to $1,095.00 from the Nutrition Services fund.

13B.9 RESOLUTION NO. 17/18-0017 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)
The Board adopted Resolution No. 17/18-0017 recognizing that Marcos A. Diaz was absent from the Special Board Meetings of June 7, 2018 and June 26, 2018 due to hardship and received the maximum monthly compensation for that month.

13B.10 RESOLUTION NO. 17/18-0018 – BOARD COMPENSATION FOR MISSED MEETINGS (Potter)
The Board adopted Resolution No. 17/18-0018 recognizing that Antonio Martinez was absent from the Special Board Meeting of June 26, 2018 due to hardship and received the maximum monthly compensation for that month.

13B.11 DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS (Colom)
The Board approved the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, donation, recycling and/or destruction.

13B.12 MEMORANDUM OF UNDERSTANDING WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (Colom)
The Board approved the Memorandum of Understanding with the Parent Institute for Quality Education (PIQE) for the 2018-19 school year at a cost up to $42,000.00 from the Title I fund.

13B.13 AGREEMENT WITH IMAGINE LEARNING (Colom)
The Board approved the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses and five (5) Imagine Math Facts Site Licenses for the 2018-19 school year at a cost up to $180,000.00 from the Title III Fund.

13B.14 AGREEMENT WITH QUALTRICS LLC (Colom)
The Board approved the agreement with Qualtrics LLC for the 2018-19 school year at a cost up to $22,050.01 from the supplemental and concentration fund.

13B.15 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE (Colom)
The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2018-19 at no cost to the District.

13B.16 PILOT PARTICIPATION AGREEMENT WITH SAN DIEGO COUNTY CHILD CARE AND DEVELOPMENT PLANNING COUNCIL (Colom)
The Board approved/ratified the 5-year Pilot Participation Agreement with San Diego County Child Care and Development Planning Council at no cost to the District.

13B.17 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START FOR 2018-19 (Colom)
The Board approved the agreement with Episcopal Community Services (ECS) Head Start for fiscal year 2018-2019.

13B.18 MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM (Colom)
The Board approved the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2018-19 at no cost to the District.

13B.19 AGREEMENT WITH SAN DIEGO OCCUPATIONAL THERAPY (Colom)
The Board approved the agreement with San Diego Occupational Therapy to provide an independent occupational therapy evaluation at a cost up to $1,060.00 from the Special Education fund.

13B.20 AGREEMENT WITH MARGARET CLAIRE PERKINS (Colom)
The Board approved the agreement with Margaret Claire Perkins, an Independent Educational Evaluator, to provide an Alternative Augmentative Communication evaluation at a cost up to $1,800.00 from the Special Education fund.

13B.21 AMENDMENT TO THE FULCRUM MANAGEMENT SOLUTIONS, INC. AGREEMENT FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE (Colom)
The Board approved the amendment to the agreement with Fulcrum Management Solutions, Inc. to continue with the services of Thoughtexchange Enterprise Software during the 2018-19 school year at a cost of $20,000.00 from the Supplemental and Concentration fund.

13B.22 PURCHASE AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD INSTRUCTIONAL MATERIALS (Colom)
The Board approved the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6th to 8th at a cost up to $38,777.20 from the General fund.

13B.23 FIFTH PROJECT AGREEMENT WITH K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA) – CAPITAL FACILITY PROGRAM SUPPORT AND PROJECT DELIVERY (Potter)
The Board approved the Fifth Project Agreement with K-12 Public Schools and Community Colleges Facility Authority to provide Capital Facility support and project delivery in an amount up to $70,000.00 from the General fund.

13B.24 AGREEMENT WITH SILVER CREEK INDUSTRIES – CHANGE ORDER NO. 1 (Potter)
The Board approved Change Order No. 1 with Silver Creek Industries for the portable buildings project at Ocean View Hills and Vista Del Mar Schools as indicated above.

13C. PERSONNEL – CLASSIFIED

EMPLOYMENT (Zummo)
The Board approved/ratified the employment for the following as recommended by staff:
13C.1 Classified Probationary Staff

RECRUITMENT (Zummo)
The Board approved recruitment for the following as recommended by staff:
13C.2 Instructional Aides

RESIGNATION (Zummo)
The Board approved/ratified the resignation for the following as recommended by staff:
13C.3 Classified Staff

13D. PERSONNEL – CERTIFICATED

EMPLOYMENT (Zummo)
The Board approved the employment for the following as recommended by staff:
13D.1 Certificated Probationary Staff

JOB DESCRIPTIONS (Zummo)
The Board approved/ratified the job description for the following as recommended by staff:
13D.2 Social Worker
13D.3 Science/Physical Education Enrichment Teacher

RECRUITMENT (Zummo)
The Board approved/ratified the recruitment for the following as recommended by staff:
13D.4 Social Worker

RESIGNATION (Zummo)
The Board approved/ratified the resignation for the following as recommended by staff:
13D.5 Certificated Staff

RETIREMENT (Zummo)
The Board approved/ratified the retirement for the following as recommended by staff:
13D.6 Certificated Staff

13E. PERSONNEL – MANAGEMENT

EMPLOYMENT (Zummo)
The Board approved the employment for the following as recommended by staff:
13E.1 Classified Management Staff
13E.2 Certificated Management Staff

RESIGNATION (Zummo)
The Board approved/ratified the resignation for the following as recommended by staff:
13E.3 Classified Management Staff

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
FRIDAY, JULY 13, 2018
12:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Friday, July 13, 2018 at 12:00 p.m., 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 Pallasigue Time: 12:03 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member – *Absent*

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

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

Motion: Diaz Second: Pallasigue Vote: 4-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
None at this time.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP
The Board explored and discussed issues related to the role of the Board and Board Governance including operating protocols, District and Board goals, communication, and the Brown Act.

ROLL CALL by Rosealeah Pallasigue, Board President
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Marcos A. Diaz, Clerk
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member – *Absent*

7. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

President Pallasigue made the motion to recess to Closed Session, seconded by Vice-President Lopez. The vote was 4-0.

8. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:25 p.m. at in accordance with section 54954.5 regarding:

8.1 GOVERNMENT CODE SECTION 54597
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

RECONVENED into OPEN SESSION at 4:46 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.

President Pallasigue made the motion to adjourn, seconded by Vice-President Lopez. The vote was 4-0.

9. ADJOURNMENT Time: 4:47 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: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: MC

☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5141.52 SUICIDE PREVENTION

BACKGROUND INFORMATION:

Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Suicide Prevention. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5141.52 for Suicide Prevention to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy addresses suicide prevention and helps in the development of measures and strategies to be used by the District.
Such measures and strategies include, but are not limited to:

- Staff development on suicide awareness and prevention
- Instruction to students in problem-solving and coping skills
- Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school
- The provision of information to parents/guardians regarding risk factors and warning signs of suicide
- Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide
- Crisis intervention procedures for addressing suicide threats or attempts
- Counseling and other postvention strategies for helping students, staff and others cope in the aftermath of student's suicide

Education Code 215 mandates that districts adopt rules and regulations related to student suicide prevention policies.

RECOMMENDATION:

Approve the second reading adoption of new Board Policy and Administrative Regulation 5141.52 – Suicide Prevention.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

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SUICIDE PREVENTION

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(6/96 7/09) 3/17

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SECOND READING AND ADOPTION OF NEW BOARD POLICY AND ADMINISTRATIVE REGULATION – 5145.13 RESPONSE TO IMMIGRATION ENFORCEMENT

BACKGROUND INFORMATION:
Currently, the San Ysidro School District does not have a Board Policy or Administrative Regulation covering Response to Immigration Enforcement. Moving forward, there is a need to add Board Policy (BP) and Administrative Regulation (AR) 5145.13 for Response to Immigration Enforcement to ensure compliance and accountability with State and Federal requirements, regulations, and legislation.

This Board Policy addresses Response to Immigration Enforcement to commit to the success of all students and to reinforce that all school sites should be safe and welcoming places for all students and their families irrespective of their citizenship or immigration status.

Education Code 234.7 mandates that districts shall not solicit or collect information or documentation regarding the citizenship or immigration status of students or their family members.

RECOMMENDATION:
Approve the second reading and adoption of new Board Policy and Administrative Regulation 5145.13 – Response to Immigration Enforcement.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Justice: http://www.justice.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: http://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System: http://locator.ice.gov/odls

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request

2. Provide students and families with appropriate notice and a description of the immigration officer's request

3. Document any request for information by immigration authorities

4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immediate enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action

2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information

3. Ask the officer for his/her reason for being on school grounds and document the response

4. Request that the officer produce any documentation that authorizes his/her school access

5. Make a copy of all documents produced by the officer and retain one copy for school records

6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:

a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.

b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.

c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.

8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.

9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:

a. A list or copy of the officer's credentials and contact information

b. The identity of all school personnel who communicated with the officer

c. Details of the officer's request

d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge

e. District staff's response to the officer's request

f. Any further action taken by the officer

g. A photo or copy of any documents presented by the officer

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTIONS 2018-19 - UPDATED

BACKGROUND INFORMATION:
Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. On occasions, changes to the list of authorized agents are necessary, requiring a new Resolution.

The resolutions below give the Superintendent and the new Chief Business Official the authority necessary to carry out District business for fiscal year 2018-19 effective August 10, 2018 to June 30, 2019. ASB authorized signers are the Principals at Vista Del Mar Middle and San Ysidro Middle Schools.

Resolution No.	Description
18/19-0010	To receive mail and pick up warrants at the San Diego County Office of Education (SDCOE)
18/19-0011	To sign bank account checks and school orders
18/19-0012	To sign school orders (commercial warrants)
18/19-0013	To sign payment orders and to acertain and certify that each employee of the District has taken the oath of allegiance
18/19-0014	To authorize replacement of warrants
18/19-0015	Designating representatives & signatories with the State Allocation Board, Office of Public School Construction
18/19-0016	Delegation of Authority

RECOMMENDATION:
Approve Resolutions Nos. 18/19-0010 – 18/19-0016 designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized agents to carry out District business and for ASB, Ms. Nadia Aviles, Principal of Vista Del Mar Middle and Maria Rodriguez, Principal of San Ysidro Middle effective August 10, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

RESOLUTION 18/19-0010
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ Effective: August 10, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent ***(one person only)*** to receive mail from the Accounting/Payroll Sections is Marilyn Adrianzen, Chief Business Official

2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

   Araceli Felix Blanca Vega Ivan Ottaviano
   Daniel Chavez Jorge Cervantes

	mail	**hold**	consortium	
3. Check one	☐	☑	☐	Monthly payroll warrants each and every month.
Check one	☐	☑	☐	Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on August 9, 2018 by the following vote:
(Date)

AYES: _____ NOES: _____ ABSENT: ___

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____
Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Marilyn Adrianzen _____ Ivan Ottaviano _____
Araceli Felix _____ Jorge Cervantes _____
Blanca Vega _____ Daniel Chavez _____

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0011

AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2018-2019

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective August 10, 2018 through June 30, 2019.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
    a. **Cash Clearing Account:** established with an initial balance of $1,000 to deposit funds awaiting transfer to County Treasury.
        i. Gina A. Potter, Ed.D., Superintendent
        ii. Marilyn Adrianzen, Chief Business Official

    b. **Purchase Card Account (New):** established with an initial balance of $10,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
        i. Gina A. Potter, Ed.D., Superintendent

    c. **District Revolving Cash Fund Account:** established with an initial balance of $5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
        i. Gina A. Potter, Ed.D., Superintendent
        ii. Marilyn Adrianzen, Chief Business Official

    d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
        i. Gina A. Potter, Ed.D., Superintendent
        ii. Marilyn Adrianzen, Chief Business Official
        iii. Maria Concepción Rodriguez, Principal, San Ysidro Middle School
        iv. Nadia Aviles, Principal, Vista Del Mar School

    e. **Camp Account**: Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
        i. Gina A. Potter, Ed.D., Superintendent
        ii. Marilyn Adrianzen, Chief Business Official

THIS SPACE INTENTIONALLY LEFT BLANK

2. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED by the Governing Board on this 9th day of August, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand:

Marcos A. Diaz
Clerk of the Governing Board

RESOLUTION 18/19-0012

DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS

(COMMERCIAL WARRANTS)

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____ effective August 10, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section, 425632 or 85232.

Dr. Gina A. Potter and Marilyn Adrianzen

be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on August 10, 2018 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

RESOLUTION 18/19-0013

DESIGNATING AUTHORIZED AGENT TO SIGN PAYMENT ORDERS

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____effective August 10, 2018 through June 30, 2019,

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title l of the Governing Code, the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on August 9, 2018 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 18/19-0014

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted effective August 10, 2018 through June 30, 2019:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHERAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

PASSED AND ADOPTED by said Governing Board on August 9, 2018:

AYES:_____ NOES: _____ ABSENT: _____

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

_____
Clerk of the Governing Board

San Ysidro School District
Resolution No. 18/19-0015

DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION

San Ysidro School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective August 10, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions commencing with Education Code Section 17070.10, et seq.,

Superintendent and Chief Business Official

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation Board Office of Public School Construction.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the State Allocation Board Office of Public School Construction.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District on this 9th day of August, 2018, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz. Clerk to the Governing Board of San Ysidro School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

Date: August 9, 2018

_____
Clerk to the Governing Board

Authorized person(s):

Manual Signature(s) of authorized person(s):

Gina A. Potter, Ed.D., Superintendent _____

Marilyn Adrianzen, Chief Business Official _____

SAN YSIDRO SCHOOL DISTRICT

Resolution No. 18/19-0016 Delegation of Authority

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than $30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of $15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to $15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2018-19 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.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate during the 2018-19 fiscal year to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to $15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 9th day of August 2018, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: August 9, 2018

_____

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

VIA: Gina Potter, Ed.D.
Superintendent

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

INITIAL: _____
☐ Informational
☒ Action

AGENDA ITEM: GOVERNING BOARD MEMBERSHIP TO NALEO FOR THE 2018-2019 SCHOOL YEAR

BACKGROUND INFORMATION:
Membership to the National Asociation of Latino Appointed Officials (NALEO) gives board members access to resources that help them make educated decisions that impact the Latino community they serve.

Through NALEO Membership, Board members will have the opportunity to network with Latino elected and appointed officials and community leaders in the country. Board members will be able to participate in the NALEO Annual Conference and NALEO Educational Fund Policy Institutes. These events feature renowned experts that cover substantive topics relating to education, healthcare, housing, economic development, and other pertinent issues that affect Latinos and all Americans.

RECOMMENDATION:
Approve membership for Board Members to the National Association of Latino Elected Officials (NALEO) for the 2018-2019 school year at a cost of $500.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$500.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0017

BACKGROUND INFORMATION:
The District's goals are to reduce San Ysidro School District's overall workers' compensation costs and to transfer the risk away from the District unlike our current model. This will eliminate the potential for a deficit and better protect the District's fiscal resources. In addition, it is our desire to obtain risk management and loss control services as part of our program.

The Protected Insurance Program for Schools (PIPS) is a self insurance program that integrates risk transfer to reinsurers and risk retention by it's members. This unique structure provides catastrophic protection in excess of the 99% probability level. This Joint Power Authority (JPA) is the largest workers compensation JPA of it's kind in the United States. The PIPS JPA is comprised of more than 450 California Public Schools and Community Colleges.

On June 2016, the Governing Board approved the membership with the PIPS JPA and its authorized representative. A new authorized representative needs to be appointed to execute documents on behalf of the District.

RECOMMENDATION:
Approve Resolution No. 18/19-0017 appointing Ms. Marilyn Adrianzen, Chief Business Official, as the Primary Representative to the Protected Insurance Program for Schools Joint Powers Authority (PIPS JPA).

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRCT

RESOLUTION NO. 18/19-0017

DESIGNATING AUTHORIZED AGENT
TO THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS JOINT POWERS AUTHORITY

WHEREAS, California school and college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of San Ysidro School District declares its continued membership in the Protected Insurance Program for Schools Joint Powers Authority and appoints Marilyn Adrianzen, as its official representative to the Protected Insurance Program for Schools Joint Powers Authority.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District this 9th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Marcos A. Diaz, Clerk of Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Date: _____

_____
Clerk of Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 18/19-0018

BACKGROUND INFORMATION:
The District's goals are to reduce risk management program costs, enhance and broaden coverage and receive integrated services, i.e loss control, on-line training and risk management assistance.

On May 2016, the Governing Board approved the membership with the Southern California Regional Liability Excess Fund Joint Powers Authority (ReLiEF JPA) and its authorized representative. A new authorized representative needs to be appointed to execute documents on behalf of the District.

RECOMMENDATION:
Approve Resolution No. 18/19-0018 appointing Ms. Marilyn Adrianzen, Chief Business Official, as the Primary Representative to the Southern California Regional Liability Excess Fund Joint Powers Authority (ReLiEF JPA)

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 18/19-0018

RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT APPOINTING AUTHORIZED AGENT TO THE SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND (ReLiEF) JOINT POWERS AUTHORITY (JPA)

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, an Authorized Agent be appointed to execute appropriate documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District declares continued membership in the Southern California ReLiEF Joint Powers Authority and appoints Marilyn Adrianzen, Chief Business Official as its duly authorized agent to execute appropriate documents on behalf of San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 9th day of August 2018, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ
☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED STUDENT CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Student Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Student Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018 SAN YSIDRO SCHOOL DISTRICT 2019
STUDENT CALENDAR

Month	M	T	W	TH	F	Student Days	Holidays
July 2018	2	3	4	5	6		7/4 - Independence Day - Legal Holiday
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31				0	
August 2018			1	2	3		
	6	7	8	9	10		8/6 - First Day for Students
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	20	
September 2018	3	4	5	6	7		9/3 - Labor Day - Legal Holiday
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
						19	
October 2018	1	2	3	4	5		10/1 - 10/5 Fall Break
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31			18	
November 2018				1	2		11/2 - End of first trimester 59 days
	5	6	7	8	9		11/12 - In lieu of Veteran's Day - Legal Holiday
	12	13	14	15	16		11/9 - 11/16 - Parent Conferences
	19	20	21	22	23		11/19 - 11/23 Non Instructional days
	26	27	28	29	30	16	11/22 - Thanksgiving Legal 11/23 - Local Holiday
December 2018	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		12/24 - 1/14 Winter Break
	24	25	26	27	28		12/24 - 12/25 Declared and Legal Holidays
	31					15	12/31 - Declared Holiday
January 2019		1	2	3	4		1/1 - New Year's Day - Legal Holiday
	7	8	9	10	11		
	14	15	16	17	18		1/15 - Students Return
	21	22	23	24	25		1/21 - Martin Luther King Jr. - Legal Holiday
	28	29	30	31		12	
February 2019					1		
	4	5	6	7	8		
	11	12	13	14	15		2/15 - In lieu of Lincoln Holiday
	18	19	20	21	22		2/18 - Washington Holiday
	25	26	27	28		18	
March 2019					1		
	4	5	6	7	8		3/8 - End of second trimester 65 days
	11	12	13	14	15		3/18 - 3/22 - Parent Conferences
	18	19	20	21	22		3/25 - 4/8 Spring Break
	25	26	27	28	29	16	3/29 - In lieu of Cesar Chavez - Observed Holiday
April 2019	1	2	3	4	5		
	8	9	10	11	12		4/9 - Students Return
	15	16	17	18	19		
	22	23	24	25	26		
	29	30				16	
May 2019			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	22	5/27 - Memorial Day - Legal Holiday
June 2019	3	4	5	6	7		
	10	11	12	13	14		6/12 - Last Day for Students
	17	18	19	20	21		6/12 - End of third trimester 56 days
	24	25	26	27	28		
						8	
						180	

◇ First/Last Day for Students ◯ Minimum Days ▭ Legal/Local Holidays

▭ End of Trimester

School Closed

Board Approved:_____

"Subject to modification if required by Collective Bargaining"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED CERTIFICATED WORK CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Certificated Work Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Certificated Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** LW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018 SAN YSIDRO SCHOOL DISTRICT CERTIFICATED WORK CALENDAR 2019

Month	M	T	W	TH	F	Student Days	Teacher Days	Holidays	Fri. Minimum Day Meetings:
July 2018	2	3	4	5	6			7/4 - Independence Day - Legal Holiday	
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30	31				0	0		
August 2018			1	2	3			8/1 - Staff Development	
	6	7	8	9	10			8/2 - AM Staff Dev. - PM Teacher Prep	Tch. Prep/Individual Planning
	13	14	15	16	17			8/3 - Teacher Prep	Staff Mtg./Principal Directed
	20	21	22	23	24			8/6 - First Day for Students	Grade Level/Teacher Collaboration
	27	28	29	30	31	20	23		CCSS PLC/Principal Directed
September 2018	3	4	5	6	7			9/3 - Labor Day - Legal Holiday	Tch. Prep/Individual Planning
	10	11	12	13	14				Staff Mtg./Principal Directed
	17	18	19	20	21				Grade Level/Teacher Collaboration
	24	25	26	27	28				CCSS PLC/Principal Directed
						19	19		
October 2018	1	2	3	4	5			10/1 - 10/5 Fall Break	
	8	9	10	11	12				Tch. Prep/Individual Planning
	15	16	17	18	19				Staff Mtg./Principal Directed
	22	23	24	25	26				Grade Level/Teacher Collaboration
	29	30	31			18	18		
November 2018				1	2			11/2 - End of first trimester 59 days	Tch. Prep/Individual Planning
	5	6	7	8	9			11/12 - In lieu of Veteran's Day - Legal Holiday	
	12	13	14	15	16			11/9 - 11/16 - Parent Conferences	
	19	20	21	22	23			11/22 - Thanksgiving Legal 11/23 - Local Holiday	
	26	27	28	29	30	16	16		Staff Mtg./Principal Directed
December 2018	3	4	5	6	7				Tch. Prep/Individual Planning
	10	11	12	13	14				Staff Mtg./Principal Directed
	17	18	19	20	21			12/24 - 1/11 Winter Break	Grade Level/Teacher Collaboration
	24	25	26	27	28			12/24 - 12/25 Declared and Legal Holidays	
	31					15	15	12/31 - Declared Holiday	
January 2019		1	2	3	4			1/1 - New Year's Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18			1/14 - AM Staff Dev. - PM Teacher Prep	Tch. Prep/Individual Planning
	21	22	23	24	25			1/15 - Students Return	Staff Mtg./Principal Directed
	28	29	30	31		12	13	1/21 - Martin Luther King Jr. - Legal Holiday	
February 2019					1				Tch. Prep/Individual Planning
	4	5	6	7	8				Staff Mtg./Principal Directed
	11	12	13	14	15			2/15 - In lieu of Lincoln Holiday	
	18	19	20	21	22			2/18 - Washington Holiday	CCSS PLC/Principal Directed
	25	26	27	28		18	18		
March 2019					1				Grade Level/Teacher Collaboration
	4	5	6	7	8			3/8 - End of second trimester 65 days	Staff Mtg./Principal Directed
	11	12	13	14	15			3/18 - 3/22 - Parent Conferences	Tch. Prep/Individual Planning
	18	19	20	21	22			3/25 - 4/5 Spring Break	
	25	26	27	28	29	16	16	3/29 - In lieu of Cesar Chavez - Observed Holiday	
April 2019	1	2	3	4	5				
	8	9	10	11	12			4/8 - AM Staff Dev. - PM Teacher Prep	Tch. Prep/Individual Planning
	15	16	17	18	19			4/9 - Students Return	Grade Level/Teacher Collaboration
	22	23	24	25	26				Staff Mtg./Principal Directed
	29	30				16	17		
May 2019			1	2	3				Tch. Prep/Individual Planning
	6	7	8	9	10				Staff Mtg./Principal Directed
	13	14	15	16	17				Grade Level/Teacher Collaboration
	20	21	22	23	24				CCSS PLC/Principal Directed
	27	28	29	30	31	22	22	5/27 - Memorial Day - Legal Holiday	Tch. Prep/Individual Planning
June 2019	3	4	5	6	7			6/12 - End of third trimester 56 days	Grade Level/Teacher Collaboration
	10	11	12	13	14			6/12 - Last Day for Students	
	17	18	19	20	21			6/13 - AM Staff Dev. - PM Teacher Prep	
	24	25	26	27	28				
						8	9		
						180	186		

12.9

◇ First/Last Day for Students ○ Minimum Days ▭ Legal/Local Holidays

End of Trimester Elementary △

Pupil free day (tentative-may be altered as result of labor negotiations)

School Board Approved: _____

Subject to modification if required by Collective Bargaining

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED CLASSIFIED 10-MONTH 209 WORK CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Classified 10-Month 209 Work Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Classified 10-Month 209 Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018-2019

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

209 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	1	3	4	6

Work Days	182
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	51

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2018						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	0	0	1	0	21	7/4 - Independence Day - Legal Holiday
August, 2018						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	20	21	0	0	2	
September, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	19	19	1	0	0	9/3 - Labor Day - Legal Holiday
October, 2018						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18	18	0	0	5	10/1 - 10/5 Fall Break
November, 2018						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	16	16	4	2	0	11/12 - In lieu of Veteran's Day - Legal Holiday 11/21 - Adm. Day - Legal Holiday 11/22 - Thanksgiving - Legal Holiday 11/23 - Thanksgiving - Local Holiday
December, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	15	15	4	2	0	12/24 - 1/14 Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/28 - CSEA Floating Holiday 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, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	12	12	2	1	8	1/1 - New Year's Day - Legal Holiday 1/21 - Martin Luther King Jr. - Legal Holiday
February, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	18	18	2	0	0	2/15 - In lieu of A. Lincoln - Legal Holiday 2/18 - G. Washington - Legal Holiday
March, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	16	16	2	0	3	3/25 - 4/8 Spring Break 3/28 - Local Holiday 3/29 - In lieu of Cesar Chavez - Local Holiday
April, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	16	16	0	5	1	
May, 2019						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2019						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	8	9	0	0	11	

12.10

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED CLASSIFIED 10-MONTH 213 WORK CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Classified 10-Month 213 Work Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Classified 10-Month 213 Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018-2019

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

213 Work Year

10 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	1	3	4	6

Work Days	186
Holidays	17
Mandatory Vacation Days	10
Non-Work Days	47

Board Approved _____

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2018						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	0	0	1	0	21	7/4 - Independence Day - Legal Holiday
August, 2018						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	20	23	0	0	0	
September, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	19	19	1	0	0	9/3 - Labor Day - Legal Holiday
October, 2018						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18	18	0	0	5	10/1 - 10/5 Fall Break
November, 2018						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	16	16	4	2	0	11/12 - In lieu of Veteran's Day - Legal Holiday 11/21 - Adm. Day - Legal Holiday 11/22 - Thanksgiving - Legal Holiday 11/23 - Thanksgiving - Local Holiday
December, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	15	15	4	2	0	12/24 - 1/11 Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/28 - CSEA Floating Holiday 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, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	12	13	2	1	7	1/1 - New Year's Day - Legal Holiday 1/21 - Martin Luther King Jr. - Legal Holiday
February, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	18	18	2	0	0	2/15 - In lieu of A. Lincoln - Legal Holiday 2/18 - G. Washington - Legal Holiday
March, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	16	16	2	0	3	3/25 - 4/5 Spring Break 3/28 - Local Holiday 3/29 - In lieu of Cesar Chavez - Local Holiday
April, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	16	17	0	5	0	
May, 2019						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2019						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	8	9	0	0	11	

12.11

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED CLASSIFIED 11-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Classified 11-Month Work Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Classified 11-Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** LW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018-2019

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

239 Work Year

11 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	11.5	14	15	17

Work Days	222
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	21

Board Approved _____

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2018						
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	0	12	1	0	9	7/4 - Independence Day - Legal Holiday
August, 2018						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	20	23	0	0	0	
September, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	19	19	1	0	0	9/3 - Labor Day - Legal Holiday
October, 2018						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18	23	0	0	0	
November, 2018						
1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	16	16	4	0	2	11/12 - In lieu of Veteran's Day - Legal Holiday 11/21 - Adm. Day - Legal Holiday 11/22 - Thanksgiving - Legal Holiday 11/23 - Thanksgiving - Local Holiday
December, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	15	15	4	0	2	12/24 - 1/4 Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/28 - CSEA Floating Holiday 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, 2019						
1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	12	18	2	0	3	1/1 - New Year's Day - Legal Holiday 1/21 - Martin Luther King Jr. - Legal Holiday
February, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	18	18	2	0	0	2/15 - In lieu of A. Lincoln - Legal Holiday 2/18 - G. Washington - Legal Holiday
March, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	16	16	2	0	3	3/25 - 3/29 Spring Break 3/28 - Local Holiday 3/29 - In lieu of Cesar Chavez - Local Holiday
April, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	16	22	0	0	0	
May, 2019						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2019						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	8	18	0	0	2	

12.12

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: 2018-2019 REVISED CLASSIFIED 12-MONTH WORK CALENDAR

BACKGROUND INFORMATION:
Per California Education Code Section 37220, the Veteran's Day holiday was changed from November 9, 2018, to November 12, 2018. District staff members recommend the adoption of the revised Classified 12-Month Work Calendar for the 2018-2019 school year.

RECOMMENDATION:
Approve the revised 2018-2019 Classified 12-Month Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** KW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

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(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

G Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

2018-2019

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

260 Work Year

12 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
	12	15	16	18

Work Days	243
Holidays	17
Mandatory Vacation Days	0
Non-Work Days	0

Board Approved

M T W TH F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2018						
2 3 [4] 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	0	21	1	0	0	7/4 - Independence Day - Legal Holiday
August, 2018						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	20	23	0	0	0	
September, 2018						
[3] 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	19	19	1	0	0	9/3 - Labor Day - Legal Holiday
October, 2018						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18	23	0	0	0	10/1 - 10/5 Student Fall Break
November, 2018						
1 2 5 6 7 8 9 [12] 13 14 15 16 19 20 [21] [22] [23] 26 27 28 29 30	16	18	4	0	0	11/12 - In lieu of Veteran's Day - Legal Holiday 11/21 - Adm. Day - Legal Holiday 11/22 - Thanksgiving - Legal Holiday 11/23 - Thanksgiving - Local Holiday
December, 2018						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 [24] [25] 26 27 [28] [31]	15	17	4	0	0	12/24 - 1/14 Student Winter Break 12/24 - Christmas Eve - Legal Holiday 12/25 - Christmas Day - Legal Holiday 12/28 - CSEA Floating Holiday 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, 2019						
[1] 2 3 4 7 8 9 10 11 14 15 16 17 18 [21] 22 23 24 25 28 29 30 31	12	21	2	0	0	1/1 - New Year's Day - Legal Holiday 1/21 - Martin Luther King Jr. - Legal Holiday
February, 2019						
1 4 5 6 7 8 11 12 13 14 [15] [18] 19 20 21 22 25 26 27 28	18	18	2	0	0	2/15 - In lieu of A. Lincoln - Legal Holiday 2/18 - G. Washington - Legal Holiday
March, 2019						
1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 [28] [29]	16	19	2	0	0	3/25 - 4/8 Student Spring Break 3/28 - Local Holiday 3/29 - In lieu of Cesar Chavez - Local Holiday
April, 2019						
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	16	22	0	0	0	
May, 2019						
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 [27] 28 29 30 31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2019						
3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	8	20	0	0	0	

12.13

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS - AUGUST

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 August 9, 2018 Board meeting:

- CALPADS – FALL 1 Dashboard Release
- New CAASPP Coordinator Training/New ELPAC Coordinator Training/Assessment and Accountability Information Meeting
- Introductory to the New History-Social Science Framework (Secondary)
- Kagan Sructure for Engagement and Achievement Days 1 & 2
- Administration 2018 VEBA Advisory Council
- 2018 VEBA Administrator Training
- Business Rules for School Agency Employers

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 (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST		
$7,970.99	General, Title I and Title II Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

13A.1
Page 1 of 1

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #1 (July 2, 2018 – July 18, 2018):
- General Fund: 0000003576-0000003603, 0000003607-0000003725
- Capital Facilities Fund: 0000003604-0000003606

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period July 2, 2018 through July 18, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Varies	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003576	7/2/2018	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	9910360		900,882.00
0000003577	7/2/2018	004778	U.S. BANK - PARS #6746050200	CONTRACTED SERVICES	0100	0000000	3901000	071	85,449.65
0000003578	7/2/2018	000106	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	0100	0000000	4300022	067	35,000.00
0000003579	7/2/2018	001438	REPUBLIC SERVICES	UTILITIES	0100	0000000	5500005	069	140,000.00
0000003580	7/2/2018	000069	CITY TREASURER	UTILITIES	0100	0000000	5500004	069	250,000.00
0000003581	7/2/2018	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	5500001	069	500,000.00
0000003582	7/2/2018	000553	SPRINT	CONTRACTED SERVICES	0100	0000000	5900001	069	48,000.00
0000003583	7/2/2018	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	5600005	067	14,395.59
0000003584	7/2/2018	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	5600005	067	134,808.96
0000003585	7/5/2018	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	359,793.42
0000003586	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	1,740.70
0000003587	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	3,287.99
0000003588	7/5/2018	004899	THE COLLEGE BOARD	INSRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,127.52
0000003589	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,320.94
0000003590	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,901.17
0000003591	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	18,224.18
0000003592	7/5/2018	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	9,757.94
0000003593	7/9/2018	0000000114	SSD ALARM	CONTRACTED SERVICES	0100	8150000	5600005	070	6,681.24
0000003594	7/9/2018	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5450000	071	15,000.00
0000003595	7/9/2018	002227	FRONTLINE TECHNOLOGIES GROUP	PROFESSIONAL SERVICES	0100	0000000	5800010	062	14,328.79
0000003596	7/9/2018	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600007	070	38,484.12
0000003597	7/9/2018	004323	MCGREGOR AND ASSOCIATED	PROFESSIONAL SERVICES	0100	0300100	5800010	071	6,500.00
0000003598	7/9/2018	0000000076	SOUTHERN CALIFORNIA RELIEF	PROFESSIONAL SERVICES	0100	0000000	5450000	071	354,311.00
0000003599	7/10/2018	001383	BUS WEST	MECHANIC SUPPLIES	0100	0982000	4300060	074	5,000.00
0000003600	7/10/2018	000506	DION INTERNATIONAL TRUCK INC.	MECHANIC SUPPLIES	0100	0982000	4300060	074	10,000.00
0000003601	7/10/2018	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	20,000.00
0000003602	7/10/2018	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	2,364.76
0000003603	7/10/2018	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	4300011	064	51.95
0000003607	7/10/2018	0000000281	XEROX FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5600020	010	111,291.00
0000003608	7/10/2018	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	CONTRACTED SERVICES	0100	0000000	5600020	010	60,000.00
0000003609	7/10/2018	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	CONTRACTED SERVICES	0100	0000000	5600020	010	60,000.00
0000003610	7/10/2018	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	5600020	073	64,835.00
0000003611	7/10/2018	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	5600020	071	5,293.76
0000003612	7/11/2018	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	064	1,500.00
0000003613	7/11/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	216.06
0000003614	7/11/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,575.34
0000003615	7/11/2018	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	354.28
0000003616	7/11/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	7,268.72
0000003617	7/11/2018	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	1,240.92
0000003618	7/11/2018	004748	THE MARKETBOARD PEOPLE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	1,225.12
0000003619	7/11/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	3,726.30
0000003620	7/11/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	062	92.06
0000003621	7/11/2018	002976	FEDEX	POSTAGE	0100	0000000	5900012	071	2,000.00
0000003622	7/12/2018	0000000485	SACRAMENTO COUNTY OFFICE OF EDUCATION	REGISTRATION FEE	0100	4203000	5200003	061	2,300.00
0000003623	7/12/2018	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5800010	061	8,868.00
0000003624	7/12/2018	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5800010	061	6,000.00
0000003625	7/12/2018	0000000464	AMPLIFY EDUCATION INC.	CONTRACTED SERVICES	0100	0000000	5800010	061	3,200.00
0000003626	7/12/2018	003528	SOUTHWESTERN COLLEGE	CONTRACTED SERVICES	0100	0000001	5800010	061	9,880.00
0000003627	7/12/2018	004634	CHARLES G. HARDY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
0000003628	7/12/2018	003676	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	5800010	061	7,850.00
0000003629	7/12/2018	00117A	UNITED STATES POSTAL SERVICE	POSTAGE	0100	0000000	5900012	071	225.00
0000003630	7/12/2018	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	4300011	062	122.94
0000003631	7/12/2018	0000000463	CALIFORNIA WESTERN VISUALS	OFFICE SUPPLIES	0100	0000000	4300002	067	3,054.71

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003632	7/12/2018	0000000292	WINET PATRICK GAYER CREIGHTON	CONTRACTED SERVICES	0100	0000000	5800002	071	1,450.44
0000003633	7/12/2018	001502	CALIFORNIA DEPT. OF JUSTICE	CONTRACTED SERVICES	0100	0000000	5800010	062	5,000.00
0000003634	7/12/2018	000279	COURTNEY TIRE SERVICE	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	5,000.00
0000003635	7/12/2018	002529	GCR TIRES&SERVICE	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	10,000.00
0000003636	7/12/2018	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	10,000.00
0000003637	7/12/2018	001161	HOME DEPOT	MECHANIC SUPPLIES	0100	0982000	4300060	074	1,000.00
0000003638	7/12/2018	002151	RANCHO AUTO & TRUCK PARTS	MECHANIC SUPPLIES	0100	0982000	4300023	074	3,000.00
0000003639	7/12/2018	002847	ROAD ONE TOWING	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
0000003640	7/12/2018	004858	FLYERS ENERGY	CONTRACTED SERVICES	0100	0982000	4300022	074	60,000.00
0000003641	7/12/2018	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	10,000.00
0000003642	7/12/2018	000348	FLEET SERVICES INC.	CONTRACTED SERVICES	0100	0982000	4300023	074	5,000.00
0000003643	7/12/2018	004131	HYDROTEX PARTNERS, LTD	CONTRACTED SERVICES	0100	0982000	4300022	074	5,000.00
0000003644	7/12/2018	004361	AUTO-JET MUFFLER CORPORATION	MECHANIC SUPPLIES	0100	0982000	4300060	074	5,000.00
0000003645	7/12/2018	002654	HOSEPOWER	MECHANIC SUPPLIES	0100	0982000	5600005	074	2,000.00
0000003646	7/12/2018	001642	HANDY METAL MART	MECHANIC SUPPLIES	0100	0982000	4300060	074	500.00
0000003647	7/12/2018	000356	GRAINGER	MECHANIC SUPPLIES	0100	0982000	4300060	074	1,000.00
0000003648	7/12/2018	004603	THE BATTERY PLACE	MECHANIC SUPPLIES	0100	0982000	4300060	074	2,000.00
0000003649	7/12/2018	002770	FLEETWASH INC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
0000003650	7/12/2018	0000000224	WESTERN PUMP INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
0000003651	7/12/2018	004048	BROADWAY AUTO GLASS	MECHANIC SUPPLIES	0100	0982000	5600005	074	2,000.00
0000003652	7/12/2018	002283	GOLDEN BOY MOBILITY	CONTRACTED SERVICES	0100	0982000	5600005	074	2,000.00
0000003653	7/12/2018	002981	TIFCO INDUSTRIES	MECHANIC SUPPLIES	0100	0982000	4300060	074	1,500.00
0000003654	7/12/2018	002768	ROMAINE ELECTRICT CORPORATION	MECHANIC SUPPLIES	0100	0982000	4300060	074	3,000.00
0000003655	7/13/2018	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300050	073	1,388.12
0000003656	7/13/2018	0000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES	0100	0000001	5800010	061	27,203.25
0000003657	7/13/2018	002874	ACSA	REGISTRATION FEE	0100	4203000	5200003	061	1,285.00
0000003658	7/13/2018	002874	ACSA	REGISTRATION FEE	0100	4035000	5200003	061	2,250.00
0000003659	7/13/2018	004864	DOUGLAS W SMITH	CONTRACTED SERVICES	0100	0982000	5600005	074	1,438.99
0000003660	7/13/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	3,441.92
0000003661	7/13/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	064	446.89
0000003662	7/13/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	6,668.61
0000003663	7/13/2018	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	875.21
0000003664	7/16/2018	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL MATERIAL	0100	0000001	4300001	061	66,180.00
0000003665	7/16/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	709.73
0000003666	7/16/2018	001510	EWING IRRIGATION	GROUNDS SUPPLIES	0100	0000000	4300014	069	10,000.00
0000003667	7/16/2018	002650	IMPERIAL SPRINKLER SUPPLY	GROUNDS SUPPLIES	0100	0000000	6400000	069	5,000.00
0000003668	7/16/2018	0000000397	HORIZON DISTRIBUTORS	GROUNDS SUPPLIES	0100	0000000	4300014	069	3,000.00
0000003669	7/16/2018	004231	PRO POWER	GROUNDS SUPPLIES	0100	0000000	6400000	069	7,000.00
0000003670	7/16/2018	03146A	STOTZ EQUIPMENT	GROUNDS SUPPLIES	0100	0000000	6400000	069	5,000.00
0000003671	7/16/2018	001749	TURF STAR INC.	GROUNDS SUPPLIES	0100	0000000	4300014	069	2,000.00
0000003672	7/16/2018	001161	HOME DEPOT	GROUNDS SUPPLIES	0100	0000000	4300014	069	5,000.00
0000003673	7/16/2018	002981	TIFCO INDUSTRIES	GROUNDS SUPPLIES	0100	0000000	4300014	069	1,000.00
0000003674	7/16/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	538.53
0000003675	7/16/2018	003622	FASTENAL COMPANY	GROUNDS SUPPLIES	0100	0000000	4300014	069	1,000.00
0000003676	7/16/2018	000356	GRAINGER	GROUNDS SUPPLIES	0100	0000000	4300014	069	2,000.00
0000003677	7/16/2018	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	0000000	4300014	069	2,000.00
0000003678	7/16/2018	001763	RCP BLOCK & BRICK	GROUNDS SUPPLIES	0100	0000000	4300014	069	5,000.00
0000003679	7/16/2018	004056	OPTIMUM FLOORCARE	GROUNDS SUPPLIES	0100	0000000	4300014	069	5,000.00
0000003680	7/16/2018	003144	HOTSY EQUIPMENT COMPANY	GROUNDS SUPPLIES	0100	0000000	6400000	069	1,000.00
0000003681	7/16/2018	003859	BATTERY SYSTEMS	GROUNDS SUPPLIES	0100	0000000	4300014	069	2,000.00
0000003682	7/16/2018	004603	THE BATTERY PLACE	GROUNDS SUPPLIES	0100	0000000	4300014	069	2,000.00
0000003683	7/16/2018	002151	RANCHO AUTO & TRUCK PARTS	GROUNDS SUPPLIES	0100	0000000	4300014	069	1,000.00
0000003684	7/16/2018	002958	MIRAMAR BOBCAT INC	GROUNDS SUPPLIES	0100	8150000	4300007	070	1,000.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003685	7/16/2018	001532	VERITIV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	1,372.54
0000003686	7/16/2018	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	6400005	070	10,000.00
0000003687	7/16/2018	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003688	7/16/2018	003143	THE HOME DEPOT SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
0000003689	7/16/2018	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003690	7/16/2018	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
0000003691	7/16/2018	003019	VALLEY TRACTOR & EQUIPMENT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003692	7/16/2018	000279	COURTNEY TIRE SERVICE	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	5,000.00
0000003693	7/16/2018	002151	RANCHO AUTO & TRUCK PARTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003694	7/16/2018	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
0000003695	7/16/2018	000762	SOUTH BAY FENCE, INC.	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	5,000.00
0000003696	7/16/2018	004819	THE SHERWIN-WILLIAMS CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
0000003697	7/16/2018	001931	UNITED RENTALS	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
0000003698	7/16/2018	002836	WESTAIR GASES & EQUIPMENT INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
0000003699	7/16/2018	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
0000003700	7/16/2018	003622	FASTENAL COMPANY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,000.00
0000003701	7/16/2018	001727	SAN DIEGO ELECTRIC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
0000003702	7/16/2018	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003703	7/16/2018	002578	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	8,000.00
0000003704	7/16/2018	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003705	7/16/2018	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003706	7/16/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	1,494.15
0000003707	7/16/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	2,214.36
0000003708	7/16/2018	0000000486	4IMPRINT, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	061	194.31
0000003709	7/17/2018	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	10,221.36
0000003710	7/17/2018	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	16,968.21
0000003711	7/17/2018	002536	STANDARD PLUMBING & INDUSTRIAL	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
0000003712	7/17/2018	004426	SOUTHERN CALIFORNIA TRANE	CONTRACTED SERVICES	0100	8150000	4300007	070	7,000.00
0000003713	7/17/2018	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
0000003714	7/17/2018	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
0000003715	7/17/2018	002981	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	3,000.00
0000003716	7/17/2018	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
0000003717	7/17/2018	001164	MATERIAL SALES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
0000003718	7/17/2018	0000000488	DOLLARDAYS INTERNATIONAL, INC.	INSTRUCTIONAL SUPPLIES	0100	5630000	4300019	061	9,952.29
0000003719	7/18/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	7,965.15
0000003720	7/18/2018	000651	CSBA	MEMBERSHIPS	0100	0000000	5300000	063	13,239.00
0000003721	7/18/2018	000651	CSBA	PROFESSIONAL SERVICES	0100	0000000	5300000	064	2,555.00
0000003722	7/18/2018	003909	TEAMTALK NETWORK	CONTRACTED SERVICES	0100	0982000	5600005	074	4,500.00
0000003723	7/18/2018	001082	ASSOCIATED VALUATION SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	7,573.68
0000003724	7/18/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	8,896.44
0000003725	7/18/2018	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	1,279.30
							Total for 0100		**3,884,833.61**
0000003604	7/10/2018	0000000482	L.L. HENDRIX	CONTRACTED SERVICES	2518	9010000	6200004	024	60,000.00
0000003605	7/10/2018	0000000483	MUFG UNION BANK, N.A.	CONTRACTED SERVICES	2518	9010000	5800010	024	25,000.00
0000003606	7/10/2018	0000000481	CONAN CONSTRUCTION, INC	CONTRACTED SERVICES	2518	9010000	6200012	024	967,000.00
							Total for 2518		**1,052,000.00**
							Grand Total		**4,936,833.61**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of June 28, 2018 through July 20, 2018 with checks #14-426127 through #14-432758 for a total expenditure of $2,378,437.82 from the following sources:

General Fund - $1,897,815.70
Cafeteria Fund - $280,379.51
Capital Facilities - $200,242.61

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of June 28, 2018 through July 20, 2018 for a total expenditure of $2,378,437.82.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,378,437.82	Various (see above)	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Warrant ID	Payee	Payment Date	Anount	Description	Fund
14426128	BMR HEALTH SERVICES, INC	6/28/2018	18000.00	OPEN PO FOR FISCAL YEAR 2017-2	0100
14426129	STEPHANIE HAKE	6/28/2018	57.06	AVID SUMMER	0100
14426130	CYNTHIA M. GONZALEZ	6/28/2018	115.59	Reimbursement	0100
14426131	NIKOLE SCARLETT	6/28/2018	20.00	NGSS CONFERENCE	0100
14426133	PIONEER HEALTHCARE SERVICES LLC	6/28/2018	9600.00	SAN DIEGO COUNTY MASTER CONTRA	0100
14426134	IVAN OTTAVIANO	6/28/2018	32.05	MILEAGE	0100
14426135	ARDOR HEALTH SOLUTIONS	6/28/2018	10347.42	2017-18 SCHOOL YEAR AD COUNTY	0100
14426136	RAMIRO HERNANDEZ	6/28/2018	32.17	INSTRUCTIONAL SUPPLIES	0100
14426137	CAROLANNE BRANDT	6/28/2018	122.08	NGSS CONFERENCE	0100
14426138	PATRICIA SORTDESANZ	6/28/2018	64.70	AVID SUMMER	0100
14426139	SOUTH BAY UNION SCHOOL DISTRICT	6/28/2018	1911.00	TRANSPORTATION FEES FOR OVHS F	0100
14426140	PRUDENTIAL OVERALL	6/28/2018	111.56	Prudential OPEN PO for Transpo	0100
14426141	UNITED STATES POSTAL SERVICES	6/28/2018	1258.06	Postage	0100
14426142	SCHOLASTIC , INC	6/28/2018	577.11	#070998 THE PUPPY PLACE: RASCA	0100
14426143	SYLVIA MAYER	6/28/2018	45.08	AVID SUMMER	0100
14426149	PENSKE TRUCK LEASING	6/28/2018	976.94	PENSKE TRUCK LEASING	0100
14426153	BENCHMARK EDUCATION COMPANY	6/28/2018	912928.57	SALES TAX (8% DIFFERENCE)	0100
14426156	PRINT TO MAIL DOCUMENT SYSTEM	6/28/2018	3958.74	PRINT TO MAIL PTM 606 ACCESSOR	0100
14426157	SOUTHWEST SCHOOL & OFFICE	6/28/2018	572.06	SSS15710 DIXON BEGINNERS PENCI	0100
14426158	CYNTHIA MOSQUEDA	6/28/2018	42.77	INSTRUCTIONAL SUPPLIES	0100
14426161	ANN ORDAZ	6/28/2018	53.88	INSTRUCTIONAL SUPPLIES	0100
14427492	FORENSIC ANALYTICAL CONSULTING	6/29/2018	2950.00	PROPOSAL FOR INDOOR ENVIRONMEN	0100
14427495	MAXIM HEALTHCARE SERVICES, INC	6/29/2018	3694.50	ADDITIONAL MONEY TO COVER 2017	0100
14427497	TENCERSHERMAN LLP	6/29/2018	981.50	INVOICE # 00137 FOR CLAIM #541	0100
14427498	HATHAWAY PERRETT WEBSTER	6/29/2018	744.90	MEMORANDUM OF TOTAL COSTS - CA	0100
14427499	SAN DIEGO GAS & ELECTRIC	6/29/2018	29001.81	ADDITIONAL MONEY TO COVER 201	0100
14427500	SCHOLASTIC , INC	6/29/2018	333.00	INSTRUCTIONAL SUPPLIES	0100
14427503	REPUBLIC SERVICES	6/29/2018	11868.80	DISTRICT WIDE TRASH & RECYCLIN	0100
14427506	SAN YSIDRO SCHOOL DISTRICT	6/29/2018	678.82	PCARD REPLENISH	0100
14427508	LEAL & TREJO APC	6/29/2018	67787.61	GENERAL - INVOICE #16737	0100
14427509	FLYERS ENERGY	6/29/2018	8067.93	ADDITIONAL MONEY TO COVER 2017	0100
14429651	U.S. BANK - PARS #6746050200	7/10/2018	85449.65	PARS 403(B) SUPPLEMENTARY RETI	0100
14429959	P.I.P.S.	7/11/2018	75073.50	PROTECTED INS. PROGRAM FOR SCH	0100
14429960	MCGREGOR AND ASSOCIATED	7/11/2018	461.55	OPEN PO FOR MCGREGOR AND ASSOC	0100
14430299	P.I.P.S.	7/12/2018	15000.00	SAFETY CREDIT CONTRIBUTION 201	0100

Warrant ID	Payee	Payment Date	Anount	Description	Fund
14430300	SOUTHERN CALIFORNIA RELIEF	7/12/2018	354311.00	S. CALIFORNIA RELIEF - MEMORAN	0100
14430301	FRONTLINE TECHNOLOGIES GROUP	7/12/2018	14328.79	FRONTLINE - ABSENCE & SUBSTITU	0100
14430302	ANN ORDAZ	7/12/2018	1000.00	Garnishment Refund	0100
14431361	SAN DIEGO FLOOD BUSTERS INC.	7/17/2018	9085.00	Flood Busters	0100
14431362	SSD ALARM	7/17/2018	1670.31	CCTV SYSTEM 07/01/18 - 06/30/1	0100
14431363	SACRAMENTO COUNTY OFFICE OF EDUCATIC	7/17/2018	2300.00	Registration Fees for the ELPA	0100
14431364	SCHOOL INNOVATIONS	7/17/2018	7850.00	SARC Services from School Inno	0100
14431805	CORODATA RECORDS MANAGEMENT, INC.	7/18/2018	107.49	RECORD STORAGE	0100
14431806	SAN DIEGO CENTER FOR VISION	7/18/2018	565.00	PROFESSIONAL SERVICES	0100
14431807	WINET PATRICK GAYER CREIGHTON	7/18/2018	1450.44	PROFESSIONAL SERVICES	0100
14431808	MARK KIRCHER	7/18/2018	316.15	MILEAGE	0100
14431809	QUALITY CONTROL CONSULTANTS, INC.	7/18/2018	1068.00	PROFESSIONAL SERVICES	0100
14431810	MAXIM HEALTHCARE SERVICES, INC	7/18/2018	138.58	PROFESSIONAL SERVICES	0100
14431811	GROSSMONT UNION HIGH SCHOOL	7/18/2018	6478.25	BUSES LEASE	0100
14431812	MARCOS MENDOZA	7/18/2018	63.22	Mileage	0100
14431813	D&D WILDLIFE HABITAT RESTORATION, INC.	7/18/2018	575.00	PROFESSIONAL SERVICES	0100
14431814	MAYRA AGUILAR	7/18/2018	192.28	MILEAGE	0100
14431815	SAN DIEGO GAS & ELECTRIC	7/18/2018	14837.55	UTILITIES	0100
14431816	CITY TREASURER	7/18/2018	17448.90	Water	0100
14431817	PARADIGM HEALTHCARE SERVICES	7/18/2018	52.70	MEDI-CAL BILLING	0100
14431818	DION INTERNATIONAL TRUCK INC.	7/18/2018	609.34	CONTRACTED SERVICES	0100
14431819	SPRINT	7/18/2018	3868.56	CELL PHONE BILLS	0100
14431820	SAN DIEGO GAS & ELECTRICT	7/18/2018	20531.32	UTILITIES	0100
14431821	KONE INC	7/18/2018	9621.03	KONE MAINTENANCE COVERAGE FOR	0100
14431823	CALIFORNIA DEPT. OF JUSTICE	7/18/2018	294.00	PROFESSIONAL SERVICES	0100
14431824	ANITA GILLCHREST	7/18/2018	235.82	MILEAGE	0100
14431825	ASELTINE SCHOOL	7/18/2018	12718.15	NON PUBLIC SCHOOL	0100
14431826	FLEETWASH INC	7/18/2018	115.59	CONTRACTED SERVICES	0100
14431827	FEDEX	7/18/2018	36.17	CONTRACTED SERVICES	0100
14431828	SAN DIEGO COUNTY SUPERINTENDEN	7/18/2018	55.00	REGISTRATION FEES	0100
14431830	BJ'S RENTALS, INC.	7/18/2018	652.35	LEASE EQUIPMENT	0100
14431831	FOLLETT SCHOOL SOLUTIONS,INC	7/18/2018	2499.00	FOLLETT SCHOOL	0100
14431832	SPARKLETTS	7/18/2018	66.64	CONTRACTED SERVICES	0100
14431833	VMA COMMUNICATIONS, INC.	7/18/2018	331.25	PROFESSIONAL SERVICES	0100
14431834	FLYERS ENERGY	7/18/2018	1093.98	DIESEL	0100

Warrant ID	Payee	Payment Date	Anount	Description	Fund
14431835	AHLEE BACKFLOW SERVICE, INC.	7/18/2018	1646.12	CONTRACTED SERVICES	0100
14431836	XEROX CORPORATION	7/18/2018	5014.29	COPIERS	0100
14432755	YMCA OF SAN DIEGO COUNTY	7/20/2018	138908.90	Professional Services	0100
14432756	ALICIA MARISCAL	7/20/2018	650.00	PROFESSIONAL SERVICES	0100
14432757	DOUGLAS W SMITH	7/20/2018	1443.13	PROFESSIONAL SERVICES	0100
14432758	ANTONIO RAMIREZ	7/20/2018	665.99	MILEAGE	0100
Total 0100			**$ 1,897,815.70**		
14426127	SELECTA INTERNATIONAL	6/28/2018	124.60	ADDITIONAL MONEY TO COVER 2017	1300
14426132	S&S BAKERY, INC.	6/28/2018	709.20	ADDITIONAL MONEY TO COVER 2017	1300
14426144	SAFEWAY INC. -VONS DIVISION	6/28/2018	286.69	ADDITIONAL MONEY TO COVER 2017	1300
14426145	P&R PAPER SUPPLY COMPANY, INC.	6/28/2018	7827.02	PO to purchase paper goods for	1300
14426146	OFFICE DEPOT	6/28/2018	176.50	Open PO Office Depot to purcha	1300
14426147	COUNTY OF SAN DIEGO	6/28/2018	961.00	ADDITIONAL MONEY TO COVER 2017	1300
14426148	CDE,CASHIER'S OFFICE	6/28/2018	869.90	ADDITIONAL MONEY TO COVER 2017	1300
14426150	JOHNSON CONTROLS	6/28/2018	282.51	Testing Services for 3 schools	1300
14426151	WILLIAM V. MAC GILL & CO.	6/28/2018	377.95	Isopropyl Rubbing Alcohol	1300
14426152	LLOYD PEST CONTROL CO.	6/28/2018	320.00	Open PO for Lloyd Pest Control	1300
14426154	SMART & FINAL	6/28/2018	247.13	Open PO for Smart & Final to p	1300
14426159	PRUDENTIAL OVERALL SUPPLY	6/28/2018	1520.00	ADDITIOINAL MONEY TO COVER 201	1300
14426160	GALASSO'S BAKERY	6/28/2018	7357.18	Open PO for bread items with G	1300
14427491	ANA BUSH	6/29/2018	102.99	Mileage	1300
14427493	GOLD STAR FOODS	6/29/2018	106668.78	ADDITIONAL MONEY TO COVER 2017	1300
14427494	CHEF'S TOYS & STAR RESTUARANT	6/29/2018	30391.02	Universal Casters Set for Oven	1300
14427496	SADEER SAHIB	6/29/2018	19.24	Mileage	1300
14427501	HOLLANDIA DAIRY INC.	6/29/2018	40063.63	Open PO for Hollandia Dairy to	1300
14427502	C&M MOTORS	6/29/2018	6543.82	Truck Repair	1300
14427504	CINTAS CORPORTION NO. 3	6/29/2018	6078.56	ADDITIONAL MONEY TO COVER 2017	1300
14427505	ACE COOLING & FREEZING	6/29/2018	10480.09	Open PO for ACE cooling REPAIR	1300
14427507	AMERICAN PRODUCE DISTRIBUTORS	6/29/2018	56925.89	ADDITIONAL MONEY TO COVER 2017	1300
14431822	JOHNSON CONTROLS	7/18/2018	1508.31	CONTRACTED SERVICES	1300
14431829	ACE COOLING & FREEZING	7/18/2018	537.50	CONTRACTED SERVICES	1300
Total 1300			**$ 280,379.51**		
14432751	BAKER NOWICKI DESIGN STUDIO, LLP	7/20/2018	9028.03	PROFESSIONAL SERVICES	2518
14432752	SILVER CREEK INDUSTRIES, INC.	7/20/2018	184538.58	RELO PROJECTS	2518
14432753	L.L. HENDRIX	7/20/2018	801.00	PROFESSIONAL SERVICES	2518

Warrant ID	Payee	Payment Date	Anount	Description	Fund
14432754	MUFG UNION BANK, N.A.	7/20/2018	5875.00	PROFESSIONAL SERVICES	2518
Total 2518			**$ 200,242.61**		
Grand Total			$ 2,378,437.82		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ 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 organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $1,492.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $1,492.00	Cash/Checks Only Donations Account	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

San Ysidro School District

2017-2018 DONATIONS

BOARD MEETING: August 9, 2018		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
San Ysidro Women's Club	Families First	N/A	$112.00	15 Backpacks for Resource Fair
Dr. Gina Potter	District	$380.00	N/A	Welcome Back Staff Event
Mission Federal Credit Union	District	$1,000.00	N/A	Welcome Back Staff Event

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR REVIEW OF INTERNAL CONTROLS PROCEDURES

BACKGROUND INFORMATION:
Due to the recent Fiscal Crisis & Management Assistance Team's (FCMAT) audit report dated June 8, 2018, the District is reviewing the established policies, procedures and internal controls to aid in preventing, detecting and deterring misstatements whether due to fraud or error.

Wilkinson Hadley King & Co. LLP, the District's auditing firm, will assist with the implementation of the following:

- Review/Update Policies & Procedures
- Evaluate/Update Internal Controls
- Train staff on implementation of the above
- Evaluate staff performance after training within 6 months
- Provide a report listing the procedures and findings

RECOMMENDATION:
Approve the agreement with Wilkinson Hadley King & Co. LLP for review of Internal Controls Procedures in an amount up to $22,500.00 from the General fund. These services are being requested based on the recommendations listed on the FCMAT Audit Report dated June 8, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$22,500.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Shannon Johnston, CPA

Aubrey W. Mann, CPA
Kevin A. Sproul, CPA
Mark Bomediano, CPA

July 31, 2018

Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the San Ysidro School District.

We will apply the agreed-upon procedures, to evaluate if the internal controls are sufficient to aid in preventing, detecting and deterring misstatements whether due to fraud or error. We used the procedures and documents as provided by the San Ysidro School District to perform the evaluation and provide written recommendations as considered necessary. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the procedures listed below either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the procedures listed below do not constitute an audit as defined under Generally Accepted Accounting Principles, we will not express an opinion on the San Ysidro School District's financial reports or any elements, accounts, or items thereof. In addition, we have no obligation to perform any procedures beyond those in the procedures listed below.

Agreed-Upon Procedures to be Performed

A. Review written board policies and administrative procedures surrounding processes and interview San Ysidro School District Personnel regarding the processes in place for:
   - Cash
   - Accounts Receivable and Revenue
   - Inventory
   - Fixed Assets
   - Payables and Disbursements
   - Payroll and Employee Reimbursement
   - Borrowing
   - Equity
   - Financial Close and Reporting

B. Perform test of controls designed around controls identified in review of board policies and administrative procedures and interviews.

C. Evaluate sufficiency of internal controls and make recommendations as necessary to assist in preventing, detecting, and deterring misstatements whether due to error or fraud.

El Cajon Office
218 W. Douglas Avenue • El Cajon, CA 92020
Tel. (619) 447-6700 • Fax (619) 447-6707

Emeryville Office
1900 Powell Street, Suite 600 • Emeryville, CA 94608
Tel. (510) 588-8729 • Fax (510) 588-8701

D. Provide training to District personnel regarding internal control policies and procedures.

E. Perform additional tests of controls six months subsequent to completion of training to evaluate performance of internal control procedures.

We will submit a report listing the procedures and our findings. This report is intended solely for the use of the San Ysidro School District and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures under Generally Accepted Accounting Principles, other matters might have come to our attention that would have been reported to you.

We plan to begin our procedures in August 2018 and, unless unforeseeable problems are encountered, the engagement should be completed by June 2019.

Management is responsible for management decisions and functions, and for designating a qualified management-level employee to oversee our work. Management is responsible for evaluating adequacy and results of those services and accepting responsibility for such services. Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Our fees for these services will be billed at our agreed upon hourly rates and are estimated to range from $15,500 to $22,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you in advance and arrive at a new fee estimate before we incur the additional costs. Our invoices for those fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Sincerely,

Wilkinson Hadley King & Co LLP

Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of San Ysidro School District:

By:_____

Title:_____

Date:_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES

BACKGROUND INFORMATION:
Forensic Analytical Consulting Services (FACS) will perform various types of environmental testing throughout the District that will protect the District from possible environmental issues that may arise. Forensic Analytical Consulting Services will test various District sites before starting any major maintenance or construction projects. These services will be utilized on an "as needed" basis during 2018-19:

- Microbiology
- Asbestos
- Lead
- Particle ID

RECOMMENDATION:
Approve the agreement with Forensic Analytical Consulting Services to perform environmental testings such as microbiology, asbestos, lead and particle identification, on an "as needed" basis in an amount up to $20,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	

$20,000.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

G Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Forensic Analytical Consulting Services (FACS) Company/Consultant	(310) 668-5616 Telephone Number
5080 Shoreham Place, Suite 205, San Diego, CA 92122 Address	Forensicanalytical.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.

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

Initial Term:

From: July 1, 2018 To: June 30, 2019 ("as needed")

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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 directed 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:	Forensic Analytical Consulting Services (FACS)	
Name:	Sharon Reeves	Abby S. Sanders, MPH
Title:	Chief Operations Officer (COO)	Associate Project Manager
Address:	5080 Shoreham Place, Suite 205	3111 Camino Del Rio North, Ste 435
City/State/Zip Code:	San Diego, CA 92122	San Diego, CA 92108
Telephone:		(760) 708-9000
Email:		acrotz@forensicanalytical.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Jose Leon
Title:	Chief Business Official	Lead Maintenance
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 X3047
Email:	Marilyn.adrianzen@sysd.k12.ca.us	joseleon@sysd.k12.ca.us

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 of the District on behalf of 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
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees 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 _____

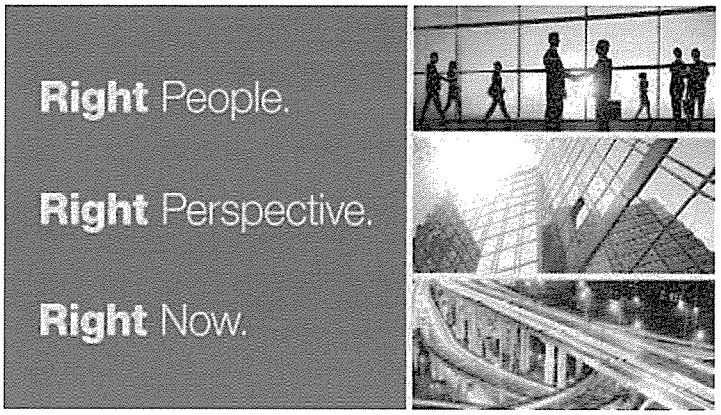
Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A

LABOR RATES

DESIGNATION	HOURLY RATE
Sr. CIH/PhD/Toxicologist	$275
CIH/Principal Scientist	$245
Senior Project Manager	$195
Project Manager	$155
Project Specialist	$125
Senior Technician	$125
Technician	$110
Project Coordinator	$110
Administrative Support	$85



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	$175	$140	$125	$75		
Non-Viable Bulk	$125	$115	$75	$55		
Total Coliform & E. Coli (MUG)		$160	$125	$90		
Legionella Viable Culture						$175

ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	$24	$22	$20	$18	$16	$14
PLM (bulk)	$35	$32	$28	$25	$22	$20
TEM (air)	$280	$200	$175	$150	$125	$100
Point Count – 400	$125	$100	$90	$80	$75	$70
Point Count – 1000/Gravimetry	$250	$200	$180	$160	$150	$140

OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	$60	$50	$40	$30	$25	$20
Particle ID – Wildfire Smoke	$400	$300	$225	$175	$150	$125

*Turnaround time = total business days to receive laboratory results after sample submission

MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	$400		

2018 CA Standard Fee Schedule
Please contact us for a complete list of services.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GROSSMONT UNION SCHOOL DISTRICT

BACKGROUND INFORMATION:
The District continues to have a need for school buses in order to meet the student transportation needs. Grossmont Union School District (GUSD) of El Cajon, California rented three (3) of their school buses respectively numbered 3, 8, and 19 during school year 2017-18.

The Governing Board approved the purchase of two (2) new school buses. These new buses will not be ready for the start of school year 2018-19; therefore, the District wishes to renew the agreement with GUSD on a month-to-month basis until the new buses are in place. The cost implications are as follows for each, by bus type:

- 30+4 passenger wheelchair bus at $1,200 per month and $.95 per mile.
- 84 Passenger Transit Bus at $2,100 per month and $.95 per mile.
- Daily rates will be calculated by the monthly rate and the number of school days in the month for which a partial rental occurred.
- Maintenance and minor repairs such as tires, brakes, lights, hoses, seat belts, clamps, etc.
- Other expenses may be applicable/incurred.

RECOMMENDATION:
Approve the amendment to the Transportation and Vehicle Repair Services Agreement with Grossmont Union School District on a month-to-month basis for the rental of three (3) school buses during school year 2018-19 at a cost up to $7,000.00 per month from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
PER MONTH $7,000.00 (Amount)	General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

AMENDMENT TO THE AUGUST 18, 2017 AGREEMENT FOR TRANSPORTATION AND VEHICLE REPAIR SERVICES BETWEEN GROSSMONT UNION HIGH SCHOOL DISTRICT AND SAN YSIDRO SCHOOL DISTRICT

July 13, 2018

THIS AMENDMENT TO THE AUGUST 18, 2017 AGREEMENT is entered into between the GROSSMONT UNION HIGH SCHOOL DISTRICT of El Cajon, California, hereinafter called "GROSSMONT" and SAN YSIDRO SCHOOL DISTRICT of San Diego, California, hereinafter called "SAN YSIDRO SCHOOL DISTRICT".

1. **TERM OF AGREEMENT**

A. The term of this Agreement shall be on a month to month basis beginning August 18, 2018, however, either party may terminate the agreement at any time upon thirty (30) day's notice in writing. Fee Schedules will be renewed annually and will require signature by both parties.

B. Buses rental may be terminated by SAN YSIDRO SCHOOL DISTRICT by contacting the GROSSMONT Transportation Director by 4:00 pm the day of the termination. //

By: _____

Scott Patterson
Deputy Superintendent, Business Services
Grossmont Union High School District

By:_____

Gina Potter, Ed.D.
Superintendent
SAN YSIDRO SCHOOL DISTRICT

Board Approved:

Rev. 8/09/17

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Nutrition Services
Paloma Perez, Director

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GOLD STAR FOODS

BACKGROUND INFORMATION:
Gold Star Foods is one of the only distributors in the nation that exclusively services school foodservice 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 Bid No. 18/19-01 from the Downey Unified School District which includes 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. This is the first of two renewal terms.

Gold Star Foods is commited to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products to accommodate the needs of the District's Nutrition Program. The term of the agreement is for school year 2018-19.

RECOMMENDATION:
Approve the agreement with Gold Star Foods to provide food commodities to the District's Nutrition Services Department through the existing "piggyback" agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

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 **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Based on purchases	Child Nutrition	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

GOLD STAR FOODS

June 19, 2018

Gina A. Potter, Ed. D.
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

Re: Bid Number #18/19-01 – Purchase and Distribution of Dry, Refrigerated, and Frozen Food

Ms. Potter,

Gold Star Foods, Inc. was awarded the contract for Purchase and Distribution of Dry, Refrigerated, and Frozen Food to the Downey Unified School District under Bid No #18/19-01. The original term of the contract is July 1, 2018 through June 30, 2019. 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 extend the "piggyback" option of this contract for the current school year and extend our pricing effective July 1, 2018 through June 30, 2019 in accordance with the following terms and conditions:

- Delivery site: 8 sites
- Delivery Frequency: once per week
- Delivery window: 6am – 2pm
- Lead-time: 14 days
- Site Delivery Minimum $1000

We are proud to be your Child Nutrition Partner!

Thank you,

Sean C. Leer
Chief Executive Officer

Acceptance:

_____ _____
Signature **Title**

_____
Date

Contract Documents: https://app.box.com/s/kw8m3qzak407kzbjqi8znuqv93g31nvg

3781 East Airport Drive, Ontario, CA 91761
Phone (909) 843-9617 • Fax (909) 843-9618
www.GoldStarFoods.com

Downey Unified School District

Gallegos Administration Center
11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017
(562) 469-6500, FAX: (562) 469-6515

Board of Education

President
Barbara R. Samperi

Vice President
Nancy A. Swenson

Clerk
Donald E. LaPlante

Members
Tod M. Corrin
D. Mark Morris
Martha E. Sodetani

Superintendent
John A. Garcia, Jr., Ph.D.

June 20, 2018

Ms. Tiffany Riad
Gold Star Foods
3781 East Airport Drive
Ontario, CA 91761

RE: Bid Schedule 18/19-01
Purchase of Dry, Refrigerated & Frozen Food Products for the Food Services Department

Dear Ms. Riad:

This is to advise you that the Board of Education of the Downey Unified School District has accepted your offer at the Board Meeting of June 19, 2018, as made in the above bid schedule.

It is understood that items will be ordered out as needed, in accordance with the General Conditions or General Specifications of the bid. Receipt of this notice IS NOT an order.

This is your notice of award and this letter, together with your offer, will constitute the contract for supplying the items for the period of July 1, 2018 through June 30, 2019.

Should you have any questions, please don't hesitate to contact our office at (562)469-6534. Thank you for participating in the bidding process with the Downey Unified School District.

Sincerely,

Darren Purseglove, C.P.M.
Director, Purchasing and Warehouse

GOLD STAR FOODS

June 5, 2018

Purchasing Office
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

RE: IFB No. 18/19-01-Dry, Refrigerated & Frozen Foods

Gold Star Foods submitted a formal response to your Districts bid noted above. Gold Star would like to amend the pricing located within the Supplemental Information Form, question #9, for new items added to the contract. The proposed pricing structure had a pricing layer omitted inadvertently. Please accept the revised pricing below that provides a more competitive cost to your district.

Min Case Cost	Max Case Cost	Fixed Mark-up per Case
$ 60.00		$ 10.80
$ 50.00	$ 59.99	$ 11.00
$ 40.00	$ 49.99	$ 10.35
$ 30.00	$ 39.99	$ 8.75
$ 20.00	$ 29.99	$ 7.00
$ 10.00	$ 19.99	$ 4.50
*Minimum fee is $2.50/case for cost less than $10.00		

Additionally, the "dry" category pricing was mistakenly swapped between the site and warehouse. Please use the lower price, by item, for the warehouse and higher for sites. An updated spreadsheet is enclosed providing the accurate prices within the columns requested.

We sincerely apologize for the oversights. If you have any questions, please don't hesitate to call.

Sincerely,

Tiffany Riad, MM
Director of Contracts & Commodities

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**District Name:**	**Downey Unified School District**															
2	**BID 18/19-01**																
3	**BID Worksheet**							**Processed USDA Foods**					**Commercial Equivalents**				
4	***Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.***							**Net Off Invoice**	**Net Off Invoice**	**Fee for Service**	**Fee for Service**						
6	**Manufacturer**	**Line No.**	**Item Description**	**Commodity Item Manufacturer Code**	**Pack**	**Estimated Quantity**	**Meets Buy American Provision?**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**		**Commercial Item Manufacturer Code**	**Pack**	**Meets Buy American Provision?**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**
7	**Super Co-Op Items**						Yes/No								Yes/No		
8	LAND O' LAKES	1	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$47.57	$50.23	$0.00	$0.00		39941	6/106OZ	Y	$69.91	$72.57
9	RED GOLD	2	KETHCUP, NATURAL SUGAR, 9GM	REDYL9G	1000/9GR	500	Y	$14.15	$14.76	$0.00	$0.00		REDYL9G	1000/9GR	Y	$16.12	$16.73
10	RED GOLD	3	SPAGHETTI SAUCE	RPKMA9C	6/#10	200	Y	$24.01	$25.09	$0.00	$0.00		RPKMA9C	6/#10	Y	$28.39	$29.47
11	RED GOLD	4	MARINARA SAUCE	RPKNA99	6/#10	200	Y	$27.64	$28.81	$0.00	$0.00		RPKNA99	6/#10	Y	$30.73	$31.90
12	RED GOLD	5	MARINARA DIPPING 2.5oz CUPS	REDNA2ZC84	84/2.5OZ	800	Y	$25.46	$26.46	$0.00	$0.00		REDNA2ZC84	84/2.5OZ	Y	$26.43	$27.43
13	SIMPLOT	6	TRADITIONAL MASHED POTATOES	546373/ 22770	12/26OZ	150	Y	$42.46	$44.30	$0.00	$0.00		546373/ 22770	12/26OZ	Y	$48.51	$50.35
14																	
15	**Manufacturer**	**Line No.**	**Item Description**	**Manufacturer Code**	**Pack**	**Estimated Quantity**	**Meets Buy American Provision?**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**		**Commercial Item Manufacturer Code**	**Pack**	**Meets Buy American Provision?**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**
16	**Potential New Items (Commodity)**						Yes/No								Yes/No		
17	NATIONAL FOOD GROUP	1	CMDY APPLESCE UNSWT STR BANANA	A3700	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30		A3700	96/4.5oz	Y	$17.80	$17.80
18	NATIONAL FOOD GROUP	2	CMDY APPLESCE UNSWT PLAIN	A3500	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30		A3500	96/4.5oz	Y	$17.80	$17.80
19	NATIONAL FOOD GROUP	3	CMDY APPLESCE UNSWT CINNAMON	A1410	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30		A1410	96/4.5oz	Y	$17.80	$17.80
20	NATIONAL FOOD GROUP	4	UNSWTND MANGO PEACH APPLSCE	A89320	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30		A89320	96/4.5oz	Y	$26.10	$27.09

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
21	Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)								
22	Commercial Items						Yes/No										
23	A&W	1	DIET ROOTBEER	400111	24/12OZ	15	Y	$8.26	$8.57								
24	AMERICAN BASICS	2	BEANS, REFRIED, SANTIAGO	82948	6/29.7OZ	500	Y	$27.73	$28.78								
25	AMERICANA	3	SYRUP, IND. 1OZ	78000840	100/CS	1200	Y	$5.22	$5.42								
26	AMERICANA	4	MUSTARD, IND. 5.5GM	7605390	500/CS	100	Y	$6.40	$6.65								
27	AMERICANA	5	MAYONNAISE, IND, 12GM	6418966	200/CS	350	Y	$9.68	$10.05								
28	AVO	6	DISTILLED WHITE VINEGAR	40208	4/1GAL	3	Y	$7.93	$8.23								
29	BACK TO BASICS JNS	7	WHEAT BASICS CRACKERS	37401	100/1.6OZ	200	Y	$32.98	$34.23								
30	BACK TO BASICS JNS	8	WHEAT BASIC CRACKERS	37501	150/.8OZ	75	Y	$29.88	$31.01								
31	BACK TO BASICS JNS	9	VANILLA MINI WAFERS	920WG150	150/1.1OZ	75	Y	$27.52	$28.57								
32	BAKERS ELEMENTS	10	DEHYDRATED CHOPPED ONION	430414/342401	3.5LB	20	Y	$51.77	$53.73								
33	BETTY CROCKER	11	WG DOUBLE CHOC OATMEAL BAR	45566	144/1.24OZ	75	Y	$47.27	$49.06								
34	BUTTERBUDS	12	PAN SPRAY	56217	6/17OZ	30	Y	$23.01	$23.89								
35	C&H	13	POWDERED SUGAR	3010758	24/1LB	50	Y	$24.07	$24.99								
36	CAPRI SUN	14	FRUIT DIVE 100% JUICE	505042/001469	40/6OZ	350	Y	$13.02	$13.52								
37	CAPRI SUN	15	APPLE SPLASH 100% JUICE	505040/001421	40/6OZ	125	Y	$13.02	$13.52								
38	CAPRI SUN	16	100% BERRY JUICE	556362/00415	40/6OZ	200	Y	$13.02	$13.52								
39	CHEETOS	17	WG OVEN BAKED CRUNCHY FLAMIN	62984	104/.875OZ	850	Y	$33.55	$34.82								
40	CHEETOS	18	WG FANTASTIX FLAMIN' HOT	43578	104/1OZ	500	Y	$33.55	$34.82								
41	CHEETOS	19	WG RF PUFFS FLAMIN HOT	21912	72/.7OZ	200	Y	$23.22	$24.10								
42	CHEETOS	20	WG RF CHEETOS PUFFS	21910	72/.7OZ	100	Y	$23.22	$24.10								
43	CHEETOS	21	WG OVEN BAKED CRUNCHY	62933	104/.875OZ	50	Y	$33.55	$34.82								
44	CHEETOS	22	WG CHILI CHEESE FANTASTIX	36098	104/1OZ	50	Y	$33.55	$34.82								
45	CHEF'S PRIDE	23	MAYONNAISE, REGULAR	77041	4/1GAL	280	Y	$26.89	$27.91								
46	COKE	24	CLASSIC SODA	24110	35/12OZ	60	Y	$14.91	$15.48								
47	COKE	25	DIET CLASSIC SODA	14112	35/12OZ	50	Y	$14.91	$15.48								
48	DAKOTA	26	ROASTED SLTD SUNFLOWR KRNLS IW	1105050	150/1OZ	400	Y	$26.95	$27.97								
49	DAKOTA	27	HNY RST SUNFLOWER KERNELS IW	1231780	150/1.2OZ	50	Y	$30.22	$31.37								
50	DAKOTA GROWERS	28	SPAGHETTI DRY, WG	548228/6738791322	2/10LB	160	Y	$17.68	$18.35								
51	DEL MONTE	29	PEACHES, CANNED, DICED	90119	6/#10	200	Y	$36.74	$38.14								
52	DEL MONTE	30	PEARS, CANNED	22294	6/#10	50	Y	$34.45	$35.76								
53	DEL MONTE	31	FRUIT, MIXED (DOMESTIC)	11696	6/10LB	200	Y	$41.93	$43.52								
54	DEL SOL	32	JALAPENOS, SLICED	42434O0115	6/#10	100	Y	$21.59	$22.41								
55	DON SONORA	33	TACO SAUCE, MILD, IND. 9GM	13661DNS	500/CS	50	Y	$11.66	$12.10								
56	DORITOS	34	WG REDUCED FAT NACHO CHEESE	31748	72/1OZ	250	Y	$23.22	$24.10								
57	DORITOS	35	WG REDUCED FAT COOL RANCH	36096	72/1OZ	350	Y	$23.22	$24.10								
58	DORITOS	36	WG RF SPICY SWEET CHILI CHIPS	49093	72/1OZ	125	Y	$23.22	$24.10								
59	DR PEPPER	37	DIET DR PEPPER	14208	35/12OZ	20	Y	$14.91	$15.48								
60	DR PEPPER	38	REGULAR DR PEPPER	24208	35/12OZ	20	Y	$14.91	$15.48								
61	ENVY FOODS	39	SPARKLING FRUIT PUNCH	2015	24/8.3OZ	400	Y	$13.41	$13.92								
62	ENVY FOODS	40	SPARKLING STRAWBERRY KIWI	2022	24/8.3OZ	300	Y	$13.41	$13.92								
63	ENVY FOODS	41	SPARKLING FUJI APPLE	2008	24/8.3OZ	200	Y	$13.41	$13.92								
64	ENVY FOODS	42	SPARKLING ACAI BERRY	2039	24/8.3OZ	225	Y	$13.41	$13.92								
65	FIELDSTONE	43	ORIGINAL GRANOLA IW	596596/09788	144/1OZ	150	Y	$39.09	$40.57								
66	FOOTHILL FARMS	44	RANCH DRESSING MIX	V400-JA190	18/3.2OZ	130	Y	$21.26	$22.06								
67	FOOTHILL FARMS	45	MEXICAN RICE MIX	V419-AL190	18/3.2OZ	75	Y	$18.18	$18.87								
68	FRANK'S	46	REDHOT BUFFALO WING SAUCE	346790/74161	4/1GL	20	Y	$59.56	$61.82								
69	GENERAL MILLS	47	CEREAL, BOWL PACK, WG, CINN. TOAST CRUNCH	11815	96/CS	300	Y	$21.48	$22.29								
70	GENERAL MILLS	48	CEREAL, BOWL PACK, WG, HONEY NUT CHEERIOS	11918	96/CS	200	Y	$21.48	$22.29								
71	GENERAL MILLS	49	CEREAL, BOWL PACK, WG, LUCKY CHARMS	31917	96/CS	200	Y	$21.48	$22.29								
72	GENERAL MILLS	50	CEREAL, BOWL PACK, WG, TRIX	31923	96/CS	200	Y	$21.48	$22.29								
73	GENERAL MILLS	51	WG SIMPLY CHEX SNACK CHEDDAR	31932	60/.92OZ	100	Y	$22.07	$22.91								
74	GENERAL MILLS	52	WG SIMPLY CHEX STRAWY YGRT MIX	31937	60/1.03OZ	120	Y	$22.07	$22.91								
75	GENERAL MILLS	53	ANNIE BUNNY GRAHAM HONEY	600236	100/1.25OZ	100	Y	$32.93	$34.18								
76	GENERAL MILLS	54	ANNIE'S CHDDR BUNNIES ORGANIC	49828	100/.75OZ	100	Y	$32.93	$34.18								
77	GENERAL MILLS	55	CINN TOAST CRUCH CEREAL BAR	45576	96/1.42OZ	50	Y	$29.07	$30.18								
78	GENERAL MILLS	56	COCOA PUFFS CEREAL BAR	45577	96/1.42OZ	75	Y	$29.07	$30.18								
79	GENERAL MILLS	57	TRIX CEREAL BAR	31915	96/1.42OZ	75	Y	$29.07	$30.18								
80	GENERAL MILLS	58	APPLE CINN CHERRIOS BAR	31911	96/1.42OZ	25	Y	$29.07	$30.18								
81	GENERAL MILLS	59	WG CHEX MIX HOT N' SPICY	31934	60/.92OZ	50	Y	$22.07	$22.91								
82	GENERAL MILLS	60	CINNAMON CHEX BOWL PAK	38387	96/1OZ	10	Y	$21.48	$22.29								
83	GENERAL MILLS	61	RICE CHEX BOWLPAK	31921	96/1OZ	10	Y	$21.48	$22.29								
84	HOMADE	62	PICKLE RELISH	6445076	4/1GAL	20	Y	$21.77	$22.59								
85	HOMADE	63	1/8" CARTWHEEL DILL CHIPS	1501	4/1GAL	150	Y	$16.55	$17.18								
86	HUY FONG	64	SRIRACHA HOT CHILI SAUCE	CHILI100	500/9GM	25	Y	$13.72	$14.24								
87	JACKPOT	65	CANNED, ORANGE, MANDARIN	S482591	6/#10	550	Y	$36.22	$37.59								
88	KELLOGGS	66	WG CHEEZ-IT CRACKER IW	24100-79263	175/.75OZ	125	Y	$35.37	$36.71								
89	KELLOGGS	67	SCOOBY DOO GRAHAM STIX IW	30100-50689	210/1OZ	25	Y	$50.45	$52.37								
90	KELLOGGS	68	ELF GRAHAM CHOCOLATE IW	30100-40239	150/1OZ	50	Y	$32.66	$33.90								
91	KELLOGGS	69	ELF GRAHAM CINNAMON IW	30100-40221	150/1OZ	50	Y	$32.66	$33.90								
92	KELLOGGS	70	WG RICE KRISPIES TREAT IW	38000-11052	80/1.41OZ	250	Y	$38.00	$39.44								
93	KELLOGGS	71	CHEEZ-IT WG CRACKRS ATOMIC IW	24100-10238	175/.75OZ	15	Y	$35.37	$36.71								
94	KELLOGGS	72	CHEEZ-IT WG CRACKERS	24100-79263	175/.75	200	Y	$35.37	$36.71								

	A	B	C	D	E	F	G	H	I
95	KENS FOODS	73	ASIAN SESAME DRESSING IW	114583	60/1.5OZ	125	Y	$16.12	$16.73
96	KENS FOODS	74	CAESAR DRESSING PACKETS	KE827B3	60/1.5OZ	50	Y	$15.65	$16.24
97	KENS FOODS	75	LITE OLIVE OIL VINAIGRETTE	KE0636	512/1OZ	10	Y	$49.02	$50.89
98	LA CHOY	76	NOODLES, CHOWMEIN	3509601	6/24OZ	80	Y	$28.84	$29.94
99	LA TAPATIA	77	RECTANGLE TOSTADA BOWL 5.5"	555002	200/22G	100	Y	$31.16	$32.34
100	LA TAPATIA	78	ROUND TORTILLA CHIPS	177502	12/1LB	850	Y	$11.10	$11.52
101	LA VICTORIA	79	SALSA, MEDIUM	7804	4/1GAL	100	Y	$37.66	$39.09
102	LAND O' LAKES	80	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$69.91	$72.57
103	LANGERS	81	CRANBERRY PET	308	12/10OZ	25	Y	$14.05	$14.58
104	LANGERS	82	ORANGE JUICE PET	305	12/10OZ	25	Y	$14.05	$14.58
105	LANGERS	83	APPPLE JUICE PET	300	12/10OZ	40	Y	$14.05	$14.58
106	LAYS	84	POTATO CHIPS REGULAR	19846	120/0.5OZ	850	Y	$23.22	$24.10
107	LAYS	85	BAKED BBQ	32078	60/.875OZ	160	Y	$19.35	$20.09
108	LAYS	86	BAKED SOUR CREAM & ONION	33627	60/.875OZ	180	Y	$19.35	$20.09
109	LAYS	87	OVEN BAKED POTATO CRISPS REG	33625	60/.875OZ	120	Y	$19.35	$20.09
110	MIM	88	GRAHAM CRACKERS, WHOLE GRAIN, HONEY	300151	150/3-PACK	300	Y	$18.11	$18.80
111	N'JOY	89	RED CRUSHED PEPPER, PKT	560383	500/CS	35	Y	$8.83	$9.16
112	NATURALLY FRESH	90	CAESAR DRESSING IW	30004220	100/1.5OZ	100	Y	$13.09	$13.58
113	NATURE VALLEY	91	CRISPS CINNAMON	48256	120/1.2OZ	75	Y	$38.78	$40.25
114	NATURE VALLEY	92	CRISPS CHOC CHIP	48255	120/1.2OZ	75	Y	$38.78	$40.25
115	PACIFIC SPICE	93	IMPORT GARLIC POWDER	1GPCHIN12I	1LB	50	Y	$5.98	$6.20
116	PATHWATER	94	16.9 OZ REFILLABLE ALUMINUM BOTTLED WATER	67801000013	12/16.9OZ	100	Y	$13.50	$14.01
117	PEKING NOODLE	95	FORTUNE COOKIES IW	7050K	7LB	250	Y	$10.18	$10.57
118	PEPPERIDGE FARM	96	WG GOLDFISH PRETZELS	396982/14396	300/.75OZ	50	Y	$45.65	$47.38
119	PEPPERIDGE FARM	97	WG CHEDDAR GOLDFISH CRACKERS	18105/484764	300/.75OZ	50	Y	$56.73	$58.89
120	POWERADE ZERO	98	MIXED BERRY	50759	24/20OZ	225	Y	$16.77	$17.41
121	POWERADE ZERO	99	FRUIT PUNCH	56430	24/20OZ	225	Y	$16.77	$17.41
122	POWERADE ZERO	100	GRAPE	50742	24/20OZ	150	Y	$16.77	$17.41
123	PURE LIFE	101	BOTTLE PURIFIED WATER	6827493471	24/16.9OZ	7800	Y	$2.99	$3.10
124	QUAKER	102	MUNCHIE MIX KID'S	36308	104/.875OZ	50	Y	$33.55	$34.82
125	RANCH STYLE	103	TEXAS STYLE BEANS	116	6/#10	150	Y	$35.48	$36.82
126	ROLD GOLD	104	WG HEARTZELS PRETZELS	15940	104/.70OZ	50	Y	$33.55	$34.82
127	ROMEROS	105	4.5" WHITE WG CORN TORTILLAS	145060	6/5 DOZ	0	Y	$8.73	$8.41
128	ROMEROS	106	6" TACO SHELLS	306610	200CT	250	Y	$16.52	$17.15
129	RUFFLES	107	OVEN BAKED CHEDDAR SOUR CREAM	56882	60/.8OZ	110	Y	$19.35	$20.09
130	SENECA	108	CORN, WHOLE KERNAL, LS (DOMESTIC)	36763	6/#10	100	Y	$ 21.29	$22.10
131	SMARTFOODS	109	WHITE CHEDDAR POPCORN	25566	72/.5OZ	150	Y	$ 23.22	$24.10
132	SONA HOLLEN	110	BBQ SAUCE, IND. 12GM	47433HLN	500/CS	180	Y	$ 5.32	$5.52
133	SUGAR FOODS	111	CUBE SEASONED CROUTONS IW	493241/74470	250/.75OZ	75	Y	$ 18.67	$19.38
134	SUNMAID	112	RAISINS, 1.3OZ	2020	144/CS	400	Y	$ 35.80	$37.16
135	SUPER BAKERY	113	WG GOODYMAN RICE CRISPY	9432	50/1.6OZ	50	Y	$ 26.37	$27.37
136	SWEEET BABY RAYS	114	BBQ SAUCE	0440HF	4/1GAL	50	Y	$ 45.35	$47.08
137	TAJIN	115	TAJIN, 5OZ (LOW SODIUM)	10062	24/CS	20	Y	$ 47.09	$48.87
138	TEASDALE	116	PINTO BEANS	93852	6/#10	50	Y	$ 17.93	$18.61
139	TEASDALE	117	GARBANZO BEANS	93850	6/#10	75	Y	$ 22.32	$23.16
140	TRUITT	118	TRADITIONAL HUMMUS	5081	96/2.9OZ	20	Y	$ 48.16	$49.99
141	TUF	119	TURKEY GRAVY MIX - NO MSG	430428/079T-T0700	8/14OZ	30	Y	$ 31.24	$32.43
142	TUF	120	BEEF GRAVY MIX	430425/0075	552/5.7G	50	Y	$ 29.90	$31.04
143	WALKER	121	VINEGAR	40208	4/1GAL	100	Y	$ 7.93	$8.23
144	WORLD FOOD PRODUCTS	122	TAJIN HABANERO CORN NUGGETS	8-35144 03012-1	100/.725OZ	60	Y	DISC BY VENDOR	DISC BY VENDOR
145	PRODUCERS RICE	123	BROWN RICE, LONG GRAIN, PAR-BOILED	575032	25LB/SACK	50	Y	$ 12.62	$13.10
146	RAXANE	124	WATER, SPRING, CRYSTAL LIGHT ROXANNE (W/CRV)	449231	24/16.8 (84/PAL)	2000	Y	$ 2.93	$3.04
147	BARILLA	125	PASTA, PENNE, WG	9907111	20LB	100	Y	$ 17.87	$18.54
148	JACKPOT	126	PINEAPPLE TIDBITS	6021679	6/10LB	450	Y	$ 21.04	$21.84
149	ARROWHEAD	127	WATER, DISTILLED	5019047	6/1GAL	1	Y	$ 7.89	$8.19
150	PACKER	128	YELLOW CHILIES	389502	4/1GAL	25	Y	$ 48.42	$46.65
151									

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
152	Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)								
153	**Potential New Items (Commercial)**						Yes/No										
154	CHELTEN HOUSE	1	ORGANIC BALSAMIC VINEGAR DRESSING	565156/22500	60/1.5OZ		Y	$ 18.67	$ 19.38								
155	FATCAT	2	WG APPLE CINNAMON SCONE DOUGH	WGAPL96-2GB	96/30Z		Y	$ 41.07	$ 42.63								
156	FATCAT	3	WG CINN APPLE OAT CHEWIE BAR	CAOC110-2.85W	110/2.8OZ		Y	$ 56.10	$ 58.23								
157	FATCAT	4	WG CHOCOLATE OAT CHEWIE BAR	COC110-2.85W	110/2.8OZ		Y	DISC BY VENDOR	DISC BY VENDOR								
158	GENERAL MILLS	5	ANNIES BUNNY GRAHAMS FRIENDS	600237	100/1.25OZ	80	Y	$ 32.93	$ 34.18								
159	KENS FOODS	6	BUFFALO SAUCE	SJ1736A5	100/1.5OZ	10	Y	$ 21.78	$ 22.61								
160	NATURE VALLEY	7	OATS & HONEY GRANOLA CEREAL	16000-27111-8	4/500Z		Y	$ 43.74	$ 45.41								
161	NIPPON SHOKKEN	8	LS ORANGE SAUCE	294	6/4.8LB		Y	$ 71.65	$ 74.37								
162	NIPPON SHOKKEN	9	RAMEN SOUP	76	6/4.7LB		Y	$ 34.58	$ 33.32								
163	NIPPON SHOKKEN	10	RAMEN SOUP POWDERED POUCHES	137	250/CS		Y	$ 30.38	$ 30.38								
164	POPCHIPS	11	POPCHIPS BUFFALO RANCH RIDGES	70115	72/0.8OZ		Y	$ 14.09	$ 14.62								
165	POPCHIPS	12	POPCHIPS SEA SALT	71100	72/0.8OZ		Y	$ 14.09	$ 14.62								
166	POPCHIPS	13	POPCHIPS BARBEQUE	72200	72/0.8OZ		Y	$ 14.09	$ 14.62								
167	POPCHIPS	14	POPCHIPS SOUR CREAM & ONION	77700	72/0.8OZ		Y	$ 14.09	$ 14.62								
168	POPCHIPS	15	POPCHIPS CRAZY HOT	70120	72/0.8OZ		Y	$ 14.09	$ 14.62								
169	POPCHIPS	16	POPCHIPS CHEDDAR & SOUR CREAM	70109	72/0.8OZ		Y	$ 14.09	$ 14.62								
170	SAFE+FAIR	17	GAVIN'S CINNAMON BITZ	3210N/668504	192/1OZ		Y	$ 37.46	$ 38.89								
171	SAFE+FAIR	18	GAVIN'S CINNAMON BITZ BULK	3215N/668503	25/10 OZ		Y	$ 42.34	$ 43.95								
172	SAFE+FAIR	19	GAVIN'S GRANOLA CINNAMON, IW	673673/03221N	192/1OZ		Y	$ 42.15	$ 43.75								
173	SAFE+FAIR	20	GAVIN'S GRANOLA CINNAMON BULK	3221N	25/10 OZ		Y	$ 42.15	$ 43.75								
174	SAFE+FAIR	21	REMY'S CINNAMON GRAHAM	668564/03114N	192/1OZ		Y	$ 37.46	$ 38.89								
175	SAFE+FAIR	22	WG REMY'S HONEY GRAHAM	03176N/620668	192/1OZ		Y	$ 37.46	$ 38.89								
176	SAFE+FAIR	23	ABBY'S CHOCOLATE CHIP MINI	3102N/668565	192/1OZ		Y	$ 46.83	$ 48.61								
177	STARKIST	24	TUNA, CHUNK LIGHT	22120	6/43OZ	150	Y	$ 53.66	$ 55.70								
178	STARKIST	25	CHUNK LIGHT TUNA TO GO POUCH	495430	12/4.1OZ		Y	$ 19.51	$ 20.25								
179	STARKIST	26	RS CHUNK LIGHT TUNA IN WATER 43OZ POUCH	514540	6/43oz		Y	$ 53.66	$ 55.70								
180	STARKIST	27	TUNA CREATIONS LEMON PEPPER	513090	24/2.6OZ		Y	$ 23.41	$ 24.30								
181	STARKIST	28	CHUNCK LIGHT TUNA IN WATER	505270	24/2.6OZ		Y	$ 23.41	$ 24.30								
182	SUNBUTTER	29	CREAMY SUNBUTTER CUPS	612556/19426	140/2.2OZ		Y	$ 75.12	$ 77.97								
183	SUNBUTTER	30	SUNBUTTER CUPS	598196/19368	200/1.1OZ		Y	$ 65.85	$ 68.35								
184	TAJIN	31	LS TAJIN SEASON PACKETS	28805	1000/0.035OZ	10	Y	$ 45.10	$ 46.81								
185		32	UNSWEETENED SHREDDED COCONUT				Y	$ 27.80	$ 28.86								



Bid Number 18/19-01

Purchase and Distribution of
Dry, Refrigerated & Frozen Food

DOWNEY UNIFIED SCHOOL DISTRICT
11627 BROOKSHIRE AVENUE
DOWNEY, CA 90241

Issue Date: May 10, 2018

Due Date/Time: May 29, 2018 at 11:00 AM

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

DOWNEY UNIFIED SCHOOL DISTRICT

Purchasing Department
11627 Brookshire Avenue
Downey, CA 90241

DATE: May 10, 2018

SUBJECT: Bid Number 18/19-01

FOR: Dry, Refrigerated & Frozen Food

Bid Due: Tuesday May 29, 2018 – 11:00 AM

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Instructions and Conditions** and thoroughly acquaint yourself with the project.

Submit all bids in a sealed envelope showing the Bid Number, Title, Due Date, and Opening Time. Bids must reach the Purchasing Office (Room 169) at the address listed above by the time and date listed above.

If further information is desired, call the Purchasing Department at (562) 469-6534.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This bid is subject to a cash discount of 0 % / 30 days.

Bidder Name: Giselle Norton

Signed By: Contracts Manager Gold Star Foods, Inc. (Must Be A Written Signature!)

Title: _____ Date: _____

Complete Mailing Address: 3781 East Airport Drive

Ontario, CA City, State, Zip Code: 91761

Phone Number: 909.843.9600 Fax Number: 909.843.9659

E-Mail Address: bids@goldstarfoods.com

Note: Bids submitted by fax or email ARE NOT acceptable!

This Form is to be submitted with your bid.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

Downey Unified School District
Dry, Refrigerated & Frozen Food Bid

INSTRUCTIONS AND CONDITIONS - BID NUMBER 18/19-01

1. PREPARATION OF BID
Bids must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. The bid amount shall include all direct and indirect costs incidental to providing the services described herein, such as all applicable taxes, license fees, bond fees, insurance, etc. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. ERRORS AND CORRECTIONS
No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or after specified withdrawal time period has elapsed.

3. SUBSTITUTIONS AND SAMPLES
All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Bidder must submit product nutritional specifications for all items with bid submission.

Where samples are requested they must be delivered within five (5) working days of request at no charge to the District. Each item shall be properly identified as to vendor, bid number and item number. Failure to provide samples as requested shall be cause for rejection of the bid. Samples from successful bidder may be retained for comparison with deliveries. Samples will be returned at bidder's expense provided a request accompanies the samples and provided that samples are not destroyed by tests.

4. SALES TAX
Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.

5. FAILURE TO BID
If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

6. ACCEPTANCE OF BIDS
Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. PATENTS, ETC.
The vendor shall hold the Downey Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8. FAILURE TO FULFILL CONTRACT
When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Downey Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or

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other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested.

9. BID SIGNATURES
All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS
The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

11. DELIVERY TO DISTRICT WAREHOUSE
First delivery after award of this bid is to be made the week of **July 23, 2018**. Delivery is F.O.B. to District Central Warehouse: 11627 Brookshire Avenue, Downey, CA 90241. There must be no charge for containers, packing, drayage or insurance. Request for deliveries will be called in on an "As Needed" basis.

12. DELIVERY TO SCHOOL SITES
All delivery and freight charges are to be included in the bid price. No separate charges will be approved. A list of delivery sites is included in the bid. Bidder agrees to make deliveries as requested by the Food Services Office to the sites listed on the attached list.

The successful bidder is required to deliver to each location up to two (2) days a week before 12:00 p.m., or a mutually agreed arrangement made with the Food Services Director. Keys will be made available (deposit required) for evening deliveries. Supplier will be responsible for any costs associated with loss of keys.

First delivery after award of this bid is to be made the week of **August 14, 2018**. Delivery will be to three (3) high schools, four (4) middle schools, and thirteen (13) elementary schools.

13. INVOICING

a) Warehouse Delivery: Invoices must be fully itemized showing quantity, packaging, unit price and extended cost. Invoices are to be submitted to the Downey Unified School District c/o Accounts Payable Department, 11627 Brookshire Avenue, Downey, CA 90241-7017.

b) School Site Delivery: Invoices are to be left with each Cafeteria Manager at the time the product is delivered. Invoices must be fully itemized showing quantity, packaging, unit price and extended cost for each location. Monthly statements are to be submitted to the Downey Unified School District c/o Accounts Payable Department, 11627 Brookshire Avenue, Downey, CA 90241-7017.

14. DOMESTIC PRODUCTS/ BUY AMERICAN CLAUSE
The District participates in the National School Lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the District at the time of opening of Proposals.

15. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS

Background

Pursuant to Education Code Section 45125.1, it is necessary for Downey Unified School District to determine whether a contractor or independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

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1. Emergency Contracts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to Downey Unified School District 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 Downey Unified School District determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant 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.

In all cases, the site, program, or 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 Downey Unified School District 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 ensure that 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.

16. HOLD HARMLESS

The bidder shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

17. AWARD OF BID

Award will be made as a lot to the lowest responsible bidder meeting the specifications and offering to provide the items described. A responsible bidder is defined as follows:

1. All necessary paperwork and forms are included in the bidder's submission.
2. Review and acceptance of information by the District on the bidder's completed bid forms and bid price forms.
3. Vendor has not been terminated from a contract by this District in three years.

Final award will be at the sole discretion of the District. The District reserves the right to withdraw or cancel one or more-line items from this bid before award and proceed with the remaining items as a lot.

The District may conduct investigations, as it deems necessary, to determine the bidder's ability to provide products as listed. The bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to provide product contemplated therein.

Issuance of this bid in no way constitutes a commitment by the District to award a contract. The District reserves the right to reject any or all bids received in response to the bid, waive minor irregularities or informalities, or cancel this bid, if it is deemed to be in the best interest of the District to do so.

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In no event shall the bidder provide product before receipt of a fully executed copy of the Purchase Order. Should the bidder provide product in advance of receiving written notice that the Contract is approved, any product supplied in advance of the approval date shall be done at the Bidders risk as a volunteer unless said Purchase Order is so approved.

18. PRICING - TERM OF CONTRACT

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and supplier for an additional two (2) years in accordance with provisions contained in the Education Code, Section 17596. A price increase, **subject to existing market conditions**, may be negotiated after the first contract term. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. All contract price changes must be submitted in writing to the Purchasing Department and the Food Service Office.

19. MULTI-YEAR EXTENSIONS

Subject to the provisions of **Paragraph 18** (above), and pursuant to Education Code, Section 17596, this bid may be extended (by mutual consent expressed in writing) for two (2) additional years (total potential bid life of three (3) years from Board of Education award).

20. AMENDMENTS TO THE BID

The District may amend this bid prior to the bid submittal deadline. Any amendments to the bid will be accomplished through written addenda to the bid and sent to all bidders. All addenda issued shall become part of the bid and any subsequent contract. Any oral representations shall be of no force or effect. The District shall not be responsible for any other explanation or interpretation.

21. LIABILITY INSURANCE

The Supplier agrees to keep on file with the District Food Service Office, an insurance certificate covering liability insurance in at least the following minimum amounts:

Bodily Injury	(Vehicle)	$5,000,000.00/Combined
Property Damage	(Vehicle)	
*Bodily Injury	(Products)	$1,000,000.00/$5,000,000.00

*This item is to be on an occurrence basis.

Successful bidders' employees shall use extreme caution while driving motor vehicles on school grounds.

22. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices bid. It will be the bidder's responsibility to maintain an adequate inventory of the items the District places on the purchase order to insure consistent accurate deliveries. Usage will depend on menu. Approximately 13,000 meals served per day.

23. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) CERTIFICATION

All suppliers must be HACCP certified and must provide a copy of their Certification with their BID.

HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling to manufacturing, distribution and consumption of the finished product.

24. REQUIRED DOCUMENTATION CHECKLIST:

Bidders must also complete and return the following documents in addition to the signed Bid Form, completed BID Worksheets and the HACCP Certification:

a. **Suspension and Debarment Certification, USDA form.**
b. **Certification Regarding Lobbying form.**
c. **Disclosure of Lobbying Activities form.**
d. **Supplemental Information Form.**

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25. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the supplier**, 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, lease-purchase, or rent 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 Contract Code.

The Downey Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted M (Please initial)

Piggyback option not granted _____

Exclusions:

Specifications and/or bid sheets are attached.

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SCHOOL SITE DELIVERY LOCATIONS

ELEMENTARY SCHOOLS

Alameda Elementary School	8613 Alameda Street ***
Carpenter Elementary School	9439 Foster Road ***
Gallatin Elementary School	9513 Brookshire Avenue *
Gauldin Elementary School	9724 Spry Street ***
Imperial Elementary School	8133 Imperial Highway ***
Lewis Elementary School	13220 Bellflower Blvd. ***
Old River Elementary School	11995 Old River School Road ***
Price Elementary School	9525 Tweedy Lane *
Rio Hondo Elementary School	7731 Muller Street **
Rio San Gabriel Elementary School	9338 Gotham Street **
Unsworth Elementary School	9001 Lindsey Avenue *
Ward Elementary School	8851 Adoree Street ***
Williams Elementary School	7530 Arnett Street **

MIDDLE SCHOOLS

Doty Middle School	10301 Woodruff Avenue **
Griffiths Middle School	9633 Tweedy Lane *
Sussman Middle School	12500 Birchdale Avenue ***
Stauffer Middle School	11985 Old River School Road ***

HIGH SCHOOLS

Downey High School	11040 Brookshire Avenue ***
Warren High School	8141 De Palma Street **
Columbus High School	12330 Woodruff Avenue **

Zip Code: * 90240 ** 90241 *** 90242

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REQUIRED DOCUMENTATION

PURCHASE AND DISTRIBUTION OF DRY, REFRIGERATED AND FROZEN FOOD

BID NUMBER 18/19-01

GOLD STAR FOODS
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SUPPLEMENTAL INFORMATION FORM
BID 18/19-01

Company Name: GOLD STAR FOODS

Please complete the qualifying criteria questionnaire and submit with your bid (use extra pages if necessary to fully answer questions):

1. Please list two (2) school references that have used your services for delivery of frozen foods:

   A. School District: Pomona USD
   Address: 1460 East Holt Ave
   Pomona, CA 91767
   Telephone # 909-397-4711
   Contact: DARYL Hickey

   B. School District: Mountain View Elementary
   Address: 3320 Gilman Rd
   El Monte, CA 91732
   Telephone #: 626-652-4086
   Contact: Susan Delgado

2. Will you be able to meet specific delivery hours? (Y)N

3. Do you have a minimum delivery amount?
   If Yes, indicate the amount $750.00 (Y)N

4. What system do you have to provide:
   a. Current commodity balances?
   Balances can be reviewed on the SUPER Cooperative website at www.super-coop.org.
   b. On-hand inventory?
   School owned inventory balances are available on the Gold Star Customer Web portal. See enlosed info packet.

5. What is your procedure for notifying the customer of shortages and/or substitutions?
   The district assigned K-12 account representative will contact the district immediately and at least 24 hours prior to delivery.

6. How many days lead-time do you require for an order? 14 days
   How many days lead-time do you require for add-ons? 2 days

7. Do you provide on-line ordering? Yes

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8. Are you bidding:

Warehouse delivery only? Yes_____ No ✓

School Site delivery only? Yes_____ No ✓

Warehouse and School Site delivery? Yes ✓ No_____

9. Attached is a list of food products to be used during the 2018/2019 school year. What will be your percentage markup for items not listed?

a. Delivery to Warehouse _____

b. Delivery per school site See attached

c. Direct deliveries from manufacturers to district_____

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.

Authorized Signature **Print**
Name/Title

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GOLD STAR FOODS

School Year 2018/2019

Min Case Cost	Max Case Cost	Fixed Mark-up per Case
$ 60.00	⇧	$ 10.80
$ 50.00	$ 59.99	$ 11.00
$ 40.00	$ 49.99	$ 10.35
$ 30.00	$ 39.99	$ 8.75
⇩	$ 29.99	$ 7.00
*Minimum fee is $2.50/case		

District Name:	Downey Unified School District														
BID 18/19-01															
BID Worksheet							Processed USDA Foods					Commercial Equivalents			
Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.							Net Off Invoice	Net Off Invoice	Fee for Service	Fee for Service					
Manufacturer	Line No.	Item Description	Commodity Item Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?		
Super Co-Op Items						Yes/No							Yes/No		
LAND O' LAKES	1	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$50.23	$47.57	$0.00	$0.00	39941	6/106OZ	Y	$72.57	$69.91
RED GOLD	2	KETHCUP, NATURAL SUGAR, 9GM	REDYL9G	1000/9GR	500	Y	$14.76	$14.15	$0.00	$0.00	REDYL9G	1000/9GR	Y	$16.73	$16.12
RED GOLD	3	SPAGHETTI SAUCE	RPKMA9C	6/#10	200	Y	$25.09	$24.01	$0.00	$0.00	RPKMA9C	6/#10	Y	$29.47	$28.39
RED GOLD	4	MARINARA SAUCE	RPKNA99	6/#10	200	Y	$28.81	$27.64	$0.00	$0.00	RPKNA99	6/#10	Y	$31.90	$30.73
RED GOLD	5	MARINARA DIPPING 2.5oz CUPS	REDNA2ZC84	84/2.5OZ	800	Y	$26.46	$25.46	$0.00	$0.00	REDNA2ZC84	84/2.5OZ	Y	$27.43	$26.43
SIMPLOT	6	TRADITIONAL MASHED POTATOES	546373/ 22770	12/26OZ	150	Y	$44.30	$42.46	$0.00	$0.00	546373/ 22770	12/26OZ	Y	$50.35	$48.51
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?		
Potential New Items (Commodity)						Yes/No							Yes/No		
NATIONAL FOOD GROUP	1	CMDY APPLESCE UNSWT STR BANANA	A3700	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30	A3700	96/4.5oz	Y	$17.80	$17.80
NATIONAL FOOD GROUP	2	CMDY APPLESCE UNSWT PLAIN	A3500	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30	A3500	96/4.5oz	Y	$17.80	$17.80
NATIONAL FOOD GROUP	3	CMDY APPLESCE UNSWT CINNAMON	A1410	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30	A1410	96/4.5oz	Y	$17.80	$17.80
NATIONAL FOOD GROUP	4	UNSWTND MANGO PEACH APPLSCE	A89320	96/4.5oz		Y	$0.00	$0.00	$22.30	$22.30	A89320	96/4.5oz	Y	$27.09	$26.10

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision? Yes/No	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Commercial Items								
A&W	1	DIET ROOTBEER	400111	24/12OZ	15	Y	$8.57	$8.26
AMERICAN BASICS	2	BEANS, REFRIED, SANTIAGO	82948	6/29.77OZ	500	Y	$28.78	$27.73
AMERICANA	3	SYRUP, IND. 1OZ	78000840	100/CS	1200	Y	$5.42	$5.22
AMERICANA	4	MUSTARD, IND. 5.5GM	7605390	500/CS	100	Y	$6.65	$6.40
AMERICANA	5	MAYONNAISE, IND, 12GM	6418966	200/CS	350	Y	$10.05	$9.68
AVO	6	DISTILLED WHITE VINEGAR	40208	4/1GAL	3	Y	$8.23	$7.93
BACK TO BASICS JNS	7	WHEAT BASICS CRACKERS	37401	100/1.6OZ	200	Y	$34.23	$32.98
BACK TO BASICS JNS	8	WHEAT BASIC CRACKERS	37501	150/.8OZ	75	Y	$31.01	$29.88
BACK TO BASICS JNS	9	VANILLA MINI WAFERS	920WG150	150/1.1OZ	75	Y	$28.57	$27.52
BAKERS ELEMENTS	10	DEHYDRATED CHOPPED ONION	430414/342401	3.5LB	20	Y	$53.73	$51.77
BETTY CROCKER	11	WG DOUBLE CHOC OATMEAL BAR	45566	144/1.24OZ	75	Y	$49.06	$47.27
BUTTERBUDS	12	PAN SPRAY	56217	6/17OZ	30	Y	$23.89	$23.01
C&H	13	POWDERED SUGAR	3010758	24/1LB	50	Y	$24.99	$24.07
CAPRI SUN	14	FRUIT DIVE 100% JUICE	505042/001469	40/6OZ	350	Y	$13.52	$13.02
CAPRI SUN	15	APPLE SPLASH 100% JUICE	505040/001421	40/6OZ	125	Y	$13.52	$13.02
CAPRI SUN	16	100% BERRY JUICE	556362/00415	40/6OZ	200	Y	$13.52	$13.02
CHEETOS	17	WG OVEN BAKED CRUNCHY FLAMIN	62984	104/.875OZ	850	Y	$34.82	$33.55
CHEETOS	18	WG FANTASTIX FLAMIN' HOT	43578	104/1OZ	500	Y	$34.82	$33.55
CHEETOS	19	WG RF PUFFS FLAMIN HOT	21912	72/.7OZ	200	Y	$24.10	$23.22
CHEETOS	20	WG RF CHEETOS PUFFS	21910	72/.7OZ	100	Y	$24.10	$23.22
CHEETOS	21	WG OVEN BAKED CRUNCHY	62933	104/.875OZ	50	Y	$34.82	$33.55
CHEETOS	22	WG CHILI CHEESE FANTASTIX	36098	104/1OZ	50	Y	$34.82	$33.55
CHEF'S PRIDE	23	MAYONNAISE, REGULAR	77041	4/1GAL	280	Y	$27.91	$26.89
COKE	24	CLASSIC SODA	24110	35/12OZ	60	Y	$15.48	$14.91
COKE	25	DIET CLASSIC SODA	14117	35/12OZ	50	Y	$15.48	$14.91
DAKOTA	26	ROASTED SLTD SUNFLOWR KRNLS IW	1105050	150/1OZ	400	Y	$27.97	$26.95
DAKOTA	27	HNY RST SUNFLOWER KERNELS IW	1231780	150/1.2OZ	50	Y	$31.37	$30.22
DAKOTA GROWERS	28	SPAGHETTI DRY, WG	548228/6738791322	2/10LB	160	Y	$18.35	$17.68
DEL MONTE	29	PEACHES, CANNED, DICED	90119	6/#10	200	Y	$38.14	$36.74
DEL MONTE	30	PEARS, CANNED	22294	6/#10	50	Y	$35.76	$34.45
DEL MONTE	31	FRUIT, MIXED (DOMESTIC)	11696	6/10LB	200	Y	$43.52	$41.93
DEL SOL	32	JALAPENOS, SLICED	42434D0115	6/#10	100	Y	$22.41	$21.59
DON SONORA	33	TACO SAUCE, MILD, IND. 9GM	13661DN5	500/CS	50	Y	$12.10	$11.66
DORITOS	34	WG REDUCED FAT NACHO CHEESE	31748	72/1OZ	250	Y	$24.10	$23.22
DORITOS	35	WG REDUCED FAT COOL RANCH	36096	72/1OZ	350	Y	$24.10	$23.22
DORITOS	36	WG RF SPICY SWEET CHILI CHIPS	49093	72/1OZ	125	Y	$24.10	$23.22
DR PEPPER	37	DIET DR PEPPER	14208	35/12OZ	20	Y	$15.48	$14.91
DR PEPPER	38	REGULAR DR PEPPER	24208	35/12OZ	20	Y	$15.48	$14.91
ENVY FOODS	39	SPARKLING FRUIT PUNCH	2015	24/8.3OZ	400	Y	$13.92	$13.41
ENVY FOODS	40	SPARKLING STRAWBERRY KIWI	2022	24/8.3OZ	300	Y	$13.92	$13.41
ENVY FOODS	41	SPARKLING FUJI APPLE	2008	24/8.3OZ	200	Y	$13.92	$13.41
ENVY FOODS	42	SPARKLING ACAI BERRY	2039	24/8.3OZ	225	Y	$13.92	$13.41
FIELDSTONE	43	ORIGINAL GRANOLA IW	596596/09788	144/1OZ	150	Y	$40.57	$39.09
FOOTHILL FARMS	44	RANCH DRESSING MIX	V400-JA190	18/3.2OZ	130	Y	$22.06	$21.26
FOOTHILL FARMS	45	MEXICAN RICE MIX	V419-AL190	18/3.2OZ	75	Y	$18.87	$18.18
FRANK'S	46	REDHOT BUFFALO WING SAUCE	346790/74161	4/1GL	20	Y	$61.82	$59.56
GENERAL MILLS	47	CEREAL, BOWL PACK, WG, CINN. TOAST CRUNCH	11815	96/CS	300	Y	$22.29	$21.48
GENERAL MILLS	48	CEREAL, BOWL PACK, WG, HONEY NUT CHEERIOS	11918	96/CS	200	Y	$22.29	$21.48
GENERAL MILLS	49	CEREAL, BOWL PACK, WG, LUCKY CHARMS	31917	96/CS	200	Y	$22.29	$21.48
GENERAL MILLS	50	CEREAL, BOWL PACK, WG, TRIX	31923	96/CS	200	Y	$22.29	$21.48
GENERAL MILLS	51	WG SIMPLY CHEX SNACK CHEDDAR	31932	60/.92OZ	100	Y	$22.91	$22.07
GENERAL MILLS	52	WG SIMPLY CHEX STRBRY YGRT MIX	31937	60/1.03OZ	120	Y	$22.91	$22.07
GENERAL MILLS	53	ANNIE BUNNY GRAHAM HONEY	600236	100/1.25OZ	100	Y	$34.18	$32.93
GENERAL MILLS	54	ANNIE'S CHDDR BUNNIES ORGANIC	49828	100/.75OZ	100	Y	$34.18	$32.93
GENERAL MILLS	55	CINN TOAST CRUCH CEREAL BAR	45576	96/1.42OZ	50	Y	$30.18	$29.07
GENERAL MILLS	56	COCOA PUFFS CEREAL BAR	45577	96/1.42OZ	75	Y	$30.18	$29.07
GENERAL MILLS	57	TRIX CEREAL BAR	31915	96/1.42OZ	75	Y	$30.18	$29.07
GENERAL MILLS	58	APPLE CINN CHERRIOS BAR	31911	96/1.42OZ	25	Y	$30.18	$29.07
GENERAL MILLS	59	WG CHEX MIX HOT N' SPICY	31934	60/.92OZ	50	Y	$22.91	$22.07
GENERAL MILLS	60	CINNAMON CHEX BOWL PAK	38387	96/1OZ	10	Y	$22.29	$21.48
GENERAL MILLS	61	RICE CHEX BOWLPAK	31921	96/1OZ	10	Y	$22.29	$21.48
HOMADE	62	PICKLE RELISH	6445076	4/1GAL	20	Y	$22.59	$21.77
HOMADE	63	1/8" CARTWHEEL DILL CHIPS	1501	4/1GAL	150	Y	$17.18	$16.55
HUY FONG	64	SRIRACHA HOT CHILI SAUCE	CHILI100	500/9GM	25	Y	$14.24	$13.72
JACKPOT	65	CANNED, ORANGE, MANDARIN	5482591	6/#10	550	Y	$37.59	$36.22
KELLOGGS	66	WG CHEEZ-IT CRACKER IW	24100-79263	175/.75OZ	125	Y	$36.71	$35.37
KELLOGGS	67	SCOOBY DOO GRAHAM STIX IW	30100-50689	210/1OZ	25	Y	$52.37	$50.45
KELLOGGS	68	ELF GRAHAM CHOCOLATE IW	30100-40239	150/1OZ	50	Y	$33.90	$32.66
KELLOGGS	69	ELF GRAHAM CINNAMON IW	30100-40221	150/1OZ	50	Y	$33.90	$32.66
KELLOGGS	70	WG RICE KRISPIES TREAT IW	38000-11052	80/1.41OZ	750	Y	$39.44	$38.00
KELLOGGS	71	CHEEZ-IT WG CRACKRS ATOMIC IW	24100-10238	175/.75OZ	15	Y	$36.71	$35.37
KELLOGGS	72	CHEEZ IT WG CRACKERS	24100-79263	175/.75	200	Y	$36.71	$35.37
KENS FOODS	73	ASIAN SESAME DRESSING IW	1145B3	60/1.5OZ	125	Y	$16.73	$16.12
KENS FOODS	74	CAESAR DRESSING PACKETS	KE827B3	60/1.5OZ	50	Y	$16.24	$15.65
KENS FOODS	75	LITE OLIVE OIL VINAIGRETTE	KE0636	512/1OZ	10	Y	$50.89	$49.02

District Name:	Downey Unified School District														
BID 18/19-01															
BID Worksheet							Processed USDA Foods				Commercial Equivalents				
Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.								Net Off Invoice	Net Off Invoice	Fee for Service	Fee for Service				
Manufacturer	Line No.	Item Description	Commodity Item Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?		
Super Co-Op Items OR COMMODITY						Yes/No							Yes/No		
20TH CENTURY FOOD	1	WG BROWNIE IW	772A20W	144/2OZ	50	Y	$54.85	$57.05	$0.00	$0.00	772A20W	144/2OZ	Y	$57.93	$60.13
ADVANCE PIERRE	2	CMDY PORK SAUSAGE LINK	3755	150/1.2OZ	450	Y	$0.00	$0.00	$28.39	$28.39	3855	150/1.2OZ	Y	$65.12	$67.59
ADVANCE PIERRE	3	CMDY DELUXE BEEF STEAK BURGER	1-15-320-09	150/2.01OZ	250	Y	$0.00	$0.00	$35.72	$35.72	15-320-09	150/2.01OZ	Y	$69.52	$72.16
ADVANCE PIERRE	4	CMDY HONEY BBQ GRLD PRK RIBBQ	3717	100/3.25OZ	150	Y	$0.00	$0.00	$30.69	$30.69	3817	100/3.25OZ	Y	$52.93	$54.94
ADVANCE PIERRE	5	CMDY BEEF CRUMBLES	9737	5/5LB	200	Y	$0.00	$0.00	$47.07	$47.07	9737	5/5LB	Y	$37.57	$37.57
ADVANCE PIERRE	6	WG PB & GRAPE JELLY GRHM WAFER	A1290	160/2.3OZ	75	Y	$73.37	$76.55	$0.00	$0.00	A1290	160/2.3OZ	Y	$83.84	$87.03
ARDELLAS	7	CMDY 6 1/2 WG BREADSTICK MOZZ	90158	96/2OZ	500	Y	$0.00	$0.00	$37.74	$37.74	90158	96/2OZ	Y	$48.79	$50.65
BIG DADDY'S	8	PRIMO 16" WG PEPPERONI PIZZA	78638	9/41.5OZ	40	Y	$62.51	$65.37	$0.00	$0.00	78638	9/41.5OZ	Y	$75.55	$78.42
BUENA VISTA	9	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$42.23	$43.87	$0.00	$0.00	90040	72/4OZ	Y	$43.29	$44.94
DON LEE FARMS	10	CMDY CHARBOILED BF STEAK BURGR	CNQ11400W	60/4OZ	1900	Y	$0.00	$0.00	$25.25	$25.25	CNQ11400W	60/4OZ	Y	$20.25	$20.25
DON LEE FARMS	11	CMDY BEEF TACO CRUMBLE FILLING	CNQ85104	4/10LB	40	Y	$0.00	$0.00	$65.00	$65.00	CNQ85104	4/10LB	Y	$52.00	$52.00
GILARDI	12	WG THREE CHS CALZONE	16272-20120	60/4.69OZ	300	Y	$39.75	$41.63	$0.00	$0.00	16272-20120	60/4.69OZ	Y	$49.63	$51.52
GOLD KIST	13	FC DK/MT PATTY CHIX SAUS	6390	355/1.35OZ	300	Y	$67.03	$71.55	$0.00	$0.00	6390	355/1.35OZ	Y	$119.04	$123.56
GOLD KIST	14	WG BRD CHIX BRST FILLET	7516	120/4OZ	900	Y	$88.10	$92.29	$0.00	$0.00	7516	120/4OZ	Y	$110.28	$114.47
GOLD KIST	15	H&S WG BRD CHX BRST FIL	7517	120/4OZ	450	Y	$88.10	$92.29	$0.00	$0.00	7517	120/4OZ	Y	$110.28	$114.47
GOLD KIST	16	FC WG W/M BRD CHIX BITES	7518	128/3.75OZ	555	Y	$88.10	$92.29	$0.00	$0.00	7518	128/3.75OZ	Y	$110.28	$114.47
GOLD KIST	17	WG A+ BREADED TENDERLOINS	7572	110/4.35OZ	750	Y	$65.67	$69.05	$0.00	$0.00	7572	110/4.35OZ	Y	$89.00	$92.38
GOLD KIST	18	CMDY FC WG BRD CHX BPC-CUP UP	7812	35LB	780	Y	$0.00	$0.00	$0.00	$0.00	7812	35LB	Y	$65.95	$68.46
GOLD KIST	19	WG BRD DK MT CHIX SMCKRS	110458	30LB	675	Y	$59.00	$62.62	$0.00	$0.00	110458	30LB	Y	$95.32	$98.94
INTEGRATED	20	LOW SODIUM CHILI CHS DOG IW	952000	72/4.5OZ	70	Y	$55.84	$58.10	$0.00	$0.00	952000	72/4.5OZ	Y	$59.56	$61.82
INTEGRATED	21	CMDY WG GRILLED CHEESE	C70303	72/4.19OZ	10	Y	$0.00	$0.00	$43.18	$43.18	703003	72/4.19OZ	Y	$59.85	$62.13
JENNIE O	22	ALL NTRL OVN RST TRKY BRST SLC	2318-12	6/21LB	530	Y	$38.57	$40.98	$0.00	$0.00	2318-12	6/21LB	Y	$63.66	$66.08
JENNIE O	23	ALL NATURAL UNCURED TRKY HAM	2568-21	6/2LB	330	Y	$33.23	$35.15	$0.00	$0.00	2568-21	6/2LB	Y	$50.63	$52.56
JENNIE O	24	PRE COOKED TURKEY BACON BITS	8716-02	12/1-1.5LB	30	Y	$168.59	$175.84	$0.00	$0.00	8716-02	12/1-1.5LB	Y	$190.98	$198.23
JENNIE O	25	1/2" DICED TURKEY HAM	6409	2/5LB	70	Y	$26.42	$27.99	$0.00	$0.00	6409	2/5LB	Y	$41.22	$42.78
JENNIE O	26	TURKEY TACO CRUMBLE	6398-40	8/5LB	100	Y	$118.55	$124.92	$0.00	$0.00	6398-40	8/5LB	Y	$167.80	$174.18
JTM	27	THREE BEAN VEGETABLE CHILI	5383	6/5LB	25	Y	$52.04	$54.04	$0.00	$0.00	5383	6/5LB	Y	$52.78	$54.78
JTM	28	CMDY RS BF MTBLS W/MUSHROOMS	CP5053	6/5LB	150	Y	$0.00	$0.00	$45.05	$45.05	CP5053	6/5LB	Y	$36.05	$36.05
LAND O LAKES	29	WG MAC & CHEESE	43292	6/5LB	660	Y	$44.88	$47.13	$0.00	$0.00	43292	6/5LB	Y	$59.33	$61.58
LAND O' LAKES	30	CHEESE, SHREDDED CHEDDAR	41749	4/5LB	150	Y	$17.87	$19.81	$0.00	$0.00	41749	4/5LB	Y	$50.98	$52.91
LAND O' LAKES	31	CHEESE, SLICED AMERICAN	46255	6/5LB	50	Y	$28.58	$31.03	$0.00	$0.00	46255	6/5LB	Y	$64.61	$67.06
LAND O' LAKES	32	STRING CHEESE	59701	168/1OZ	500	Y	$17.06	$18.37	$0.00	$0.00	59701	168/1OZ	Y	$34.44	$35.75
LAND O' LAKES	33	MILD CHEDDAR CHS STICK IW	44879	168/1OZ	60	Y	$20.91	$22.37	$0.00	$0.00	44879	168/1OZ	Y	$38.29	$39.75
LAND O' LAKES	34	CO-JACK CHEESE STICK IW	44877	168/1OZ	30	Y	$20.91	$22.37	$0.00	$0.00	44877	168/1OZ	Y	$38.29	$39.75
LOS CABOS	35	CH & TRKY SAUSG GRN/CHL SALSA	98375	120/3.75OZ	50	Y	$70.32	$73.24	$0.00	$0.00	98375	120/3.75OZ	Y	$77.04	$79.96
MCCAIN	36	CRISPY SEASONED WEDGES 8-CUT	1000000496	6/5LB	350	Y	$27.24	$28.49	$0.00	$0.00	1000000496	6/5LB	Y	$32.96	$34.22
ORE-IDA	37	PLAIN POTATO TATER TOTS	OIF00215A	6/5LB	450	Y	$18.46	$19.38	$0.00	$0.00	OIF00215A	6/5LB	Y	$24.18	$25.10
PIAZZA	38	16" WG 10 CUT CHEESE PIZZA (WILD MIKES)	20211	90/5.49OZ	650	Y	$63.42	$66.54	$0.00	$0.00	20211	90/5.49OZ	Y	$82.06	$85.18
PIAZZA	39	16" WG 10-CUT PEPPERONI PIZZA (WILD MIKES)	20210	90/5.5OZ	650	Y	$67.05	$70.21	$0.00	$0.00	20210	90/5.5OZ	Y	$83.26	$86.42
ROSE & SHORE	40	CMDY SHREDDED PORK CARNITAS	790	4/10LB	80	Y	$0.00	$0.00	$67.60	$67.60	790	4/10LB	Y	$55.60	$55.60
SIMPLOT	41	JR BUFFALO SLICES	479208/ 10071179479208	6/4LB	820	Y	$20.62	$21.58	$0.00	$0.00	479208	6/4LB	Y	$25.20	$26.15
SIMPLOT	42	JR BUFFALO FRIES (SIDEWINDERS)	1.00712E+13	6/4LB	160	Y	$20.62	$21.58	$0.00	$0.00	1.00712E+13	6/4LB	Y	$25.20	$26.15
SMUCKERS	43	WG PB& STRAW UNCRUSTABLE	5150006961	72/2.6OZ	160	Y	$40.28	$41.96	$0.00	$0.00	5150006961	72/2.6OZ	Y	$44.07	$45.75
SMUCKERS	44	WG PB & GRAPE UNCRUSTABLE	5150006960	72/2.6OZ	3720	Y	$38.38	$39.98	$0.00	$0.00	5150006960	72/2.6OZ	Y	$42.17	$43.77
SUNNY FRESH	45	BACON & CHS EGG STRAVAGANZA	40828	4/5LB	160	Y	$49.50	$51.62	$0.00	$0.00	40928	4/5LB	Y	$55.85	$57.97
SUNNY FRESH	46	PRE COOKED SCRAMBLED EGGS	40827/40827	4/5LB	195	Y	$29.23	$30.64	$0.00	$0.00	40827/40827	4/5LB	Y	$36.91	$38.32
TONY ROBERTS	47	WG 6" GARLIC CHEESE TOAST BULK	66256	60/4.3OZ	1000	Y	$42.79	$44.88	$0.00	$0.00	66256	60/4.3OZ	Y	$55.01	$57.10
TONYS	48	WG TKY SAUSAGE BREAKFAST PIZZA	63912	128/3.31OZ	810	Y	$43.34	$45.20	$0.00	$0.00	63912	128/3.31OZ	Y	$49.16	$51.03
TONYS	49	WG BRKFST SQUARE W/ SAUS (COUNTRY GRAVY)	78352	128/3OZ	200	Y	$47.78	$49.78	$0.00	$0.00	78352	128/3OZ	Y	$52.77	$54.77
TYSON	50	DK WG BRD TRAD DRUMSTICKS	666010-0928	108/4.4OZ	510	Y	$71.90	$75.44	$0.00	$0.00	666010-0928	108/4.4OZ	Y	$93.15	$96.68
TYSON	51	CHICKEN FAJITA	003522-0928	8/4.99LB	70	Y	$100.87	$106.57	$0.00	$0.00	003522-0928	8/4.99LB	Y	$150.02	$155.72
YANGS	52	100% WG MANDARIN ORNG CHX	8-52724-15552-4	6/5LB	550	Y	$129.66	$135.27	$0.00	$0.00	8-52724-15552-4	6/5LB	Y	$147.76	$153.37
YANGS	53	100% BBQ TRYKI CHICKEN	8-52724-15554-8	6/5LB	480	Y	$112.81	$117.93	$0.00	$0.00	8-52724-15554-8	6/5LB	Y	$134.66	$139.77
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?		
Potential New Items (Commodity)						Yes/No							Yes/No		
ARIZONA GOLD	1	BURRITO WG EGG CHSE CHORIZO	37103208	54/3.2OZ	40	Y	$29.72	$30.96	$0.00	$0.00	37103208	54/3.2OZ	Y	$32.60	$33.84
GOLD KIST	2	DICED CHICKEN	1230	30LB	400	Y	$67.27	$71.05	$0.00	$0.00	1230	30LB	Y	$99.51	$103.29
GOLD KIST	3	ITALIAN STYLE CN CHICKEN MEATBALLS	6410	30LB	100	Y	$0.00	$0.00	$0.00	$0.00	6410	30LB	Y	$115.72	$120.11
GOLD KIST	4	WHOLE MUSCLE GRLLD FILLET	7520	4/5LB	80	Y	$81.42	$85.29	$0.00	$0.00	7520	4/5LB	Y	$101.78	$105.65
GOLD KIST	5	4 PIECE ROASTED BREAST AND THIGH	88013	30LB	90	Y	$0.00	$0.00	$0.00	$0.00	88013	30LB	Y	$109.10	$113.24
GOLD KIST	6	SPICY GUAJILLO TENDERLOINS	7576	110/30LB	200	Y	$0.00	$0.00	$0.00	$0.00	7576	110/30LB	Y	$91.24	$94.71
JENNIE O	7	SLICED 3/4 OZ CANADIAN HAM	2031	8/3.1LB		Y	$75.53	$79.75	$0.00	$0.00	2031	8/3.1LB	Y	$111.28	$115.51
JENNIE O	8	SLCD 3/4 OZ CANADIAN HAM	2031-35	8/3.1LB		Y	$60.66	$64.02	$0.00	$0.00	2031-35	8/3.1LB	Y	$88.41	$91.77

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JTM	9	CMDY COOKED DICED PORK	CPS888	6/5LB	30	Y	$0.00	$0.00	$67.50	$67.50	CPS888	6/5LB	Y	$125.10	$129.85
JTM	10	CMDY BEEF PHILLY STEAK	CPS813	6/5LB	50	Y	$0.00	$0.00	$64.72	$64.72	CPS813	6/5LB	Y	$52.72	$52.72
JTM	11	DICED TURKEY COOKED	5889	30LB	110	Y	$77.77	$82.47	$0.00	$0.00	5889	30LB	Y	$123.74	$128.44
JTM	12	WG RS MAC AND CHEESE LG ELBOW	5768	60OZ (170.1G)	75	Y	$41.80	$43.84	$0.00	$0.00	5768	60OZ (170.1G)	Y	$53.72	$55.76
JTM	13	ALFREDO SAUCE RF	5722	6/5LB	100	Y	$45.33	$47.56	$0.00	$0.00	5722	6/5LB	Y	$58.76	$60.99
JTM	14	CMDY COOKED DICED BEEF	CPS887	6/5LB	30	Y	$0.00	$0.00	$67.50	$67.50	CPS887	6/5LB	Y	$55.50	$55.50
NARDONE BROS	15	INDIVIDUAL 6" BUFFALO CHICKEN PIZZA	G25WBC2	60/6OZ	20	Y	$0.00	$0.00	$0.00	$0.00	G25WBC2	60/6OZ	Y	$56.71	$58.86
PIAZZA	16	WG CHEESE BITES (WILD MIKE'S)	11003	240/1OZ	300	Y	$54.64	$57.17	$0.00	$0.00	11003	240/1OZ	Y	$66.85	$69.39
SMUCKERS	17	WG PB& GRAPE UNCRUSTABLE 1RG	5150021027	72/5.3OZ		Y	$69.75	$72.64	$0.00	$0.00	5150021028	72/5.3OZ	Y	$76.34	$79.24
SMUCKERS	18	WG PB& STRAW UNCRUSTABLE LRG	5150021028	72/5.3OZ		Y	$71.34	$74.39	$0.00	$0.00	5150021028	72/5.3OZ	Y	$80.16	$83.20
SUNNY FRESH	19	BASIC EGG PATTY	30245	390/1.4OZ	20	Y	$31.44	$32.95	$0.00	$0.00	30245	390/1.4OZ	Y	$39.78	$41.29
SUNNY FRESH	20	FIESTA CHEESE OMELET	40187	210/2.2OZ	20	Y	$67.27	$70.16	$0.00	$0.00	40187	210/2.2OZ	Y	$76.16	$79.05
SUNNY FRESH	21	COLBY CHEESE OMELET PRE COOKED	40176	225/2.1OZ	20	Y	$68.75	$71.71	$0.00	$0.00	40176	225/2.1OZ	Y	$78.16	$81.13
SUNNY FRESH	22	GRILLED EGG PATTIES	40710	369/1.25OZ	20	Y	$38.56	$40.37	$0.00	$0.00	40710	369/1.25OZ	Y	$47.88	$49.70
WAWONA	23	CMDY STRAWBERRY POP	4910	96/4.5OZ	60	Y	$0.00	$0.00	$25.19	$25.19	4910	96/4.5OZ	Y	$20.19	$20.19
WAWONA	24	CMDY MIXED BERRY POP	4920	96/4OZ	60	Y	$0.00	$0.00	$40.59	$42.09	4920	96/4OZ	Y	$57.94	$60.14

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Commercial Items						Yes/No		
AVOKING	1	GUACAMOLE TUBS	6125	3/6LB	150	Y	$42.93	$44.56
ADVANCE PIERRE	2	VEGGIE PATTIE WITH TRYKI SAUCE	9285	100/2.9OZ	50	Y	$41.82	$43.41
BAKE CRAFTERS	3	WG FRENCH TOAST STICKS	447	5/2LB	500	Y	$20.54	$21.32
BELL TASTY	4	TURKEY TACO NADA W	6TT200W	60/5OZ	120	Y	$44.39	$46.08
BRIDGFORD	5	WHITE WHEAT CNNMN ROLL DOUGH	6719	144/2.5OZ	350	Y	$39.02	$40.51
BUENA VISTA	6	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$43.29	$44.94
BUENA VISTA	7	WG PUMPKIN COOKIE IW	72820	150/1OZ	80	Y	$36.89	$38.29
BUENA VISTA	8	WG CHOC CHIP BROWNIE BITE IW	83330	120/1.3OZ	250	Y	$38.41	$39.87
BUENA VISTA	9	TURKEY COOKIE IW	73720	150/1OZ	80	Y	$36.89	$38.29
BUENA VISTA	10	WG RF C/CHIP COOKIE IW	79010	200/1OZ	650	Y	$41.46	$43.04
BUENA VISTA	11	WG RF CHOC/CHIP CKIE DGH	78010	216/1OZ	1500	Y	$35.67	$37.03
BUENA VISTA	12	WG BROWNIE IW	82220	96/2OZ	120	Y	$37.80	$39.24
BUENA VISTA	13	WG BLUE STAR COOKIE IW	74040	150/1.2OZ	80	Y	$36.89	$38.29
CALIFORNIA LAVASH	14	WG NAAN LAVASH	2102	5/20CT	10	Y	$31.94	$33.15
CH GUENTHER & SON	15	WG SIMPLE SPLIT BISCUIT	215812	144/2.25OZ	300	Y	$29.01	$30.11
DAVES	16	WG CRUMN SQUARE IW	325	45/2.2OZ	150	Y	$19.33	$20.06
DAVES	17	WG BROWNIE CUP IW	126	90/1.5OZ	75	Y	$24.27	$25.19
DEL REAL	18	SALSA MOLCAJETE VERDE	503.5	3/4LB	250	Y	$21.41	$22.23
DEL REAL	19	WG CHEESE & GREEN CHILI TAMALE	766	48/5OZ	200	Y	$45.09	$46.80
DEL REAL	20	WG CHICKEN GREEN TAMALE	783	48/6OZ	300	Y	$55.04	$57.13
DEL REAL	21	SALSA MOLCAJETE ROJA	504.5	3/4LB	125	Y	$21.41	$22.23
DEL REAL	22	SHREDDED CARNITAS	101	5/4LB	550	Y	$98.57	$102.32
DEL REAL	23	CHICKEN TAMALES IN GREEN SAUCE	124	48/5OZ	550	Y	$44.01	$45.68
DEL REAL	24	WG CHICKEN TAMALE RED SAUCE	767	48/5OZ	400	Y	$45.09	$46.80
DEL REAL	25	BEAN & CHEESE PUPUSA	705	8/5CT	350	Y	$40.90	$42.46
DEL REAL	26	SHREDDED BEEF	222	4/5LB	400	Y	$114.18	$118.52
DON LEE	27	PROTEIN VEGGIE PATTIES	CN10325	72/3.2OZ	50	Y	$72.52	$75.28
EISENBERG	28	6" ALL NATRUAL BF FRANKS 8/1	119	2/5LB	650	Y	$42.44	$44.05
FIESTA SANTA FE	29	WG BEAN & CHS BURRITO WRAP IW	FFC60575WG	60/5.75OZ	650	Y	$51.52	$53.48
FRESH PRODUCE	30	EDAMAME FRZN SHELLED 1/24#	F997	1/24LB	75	Y	$31.37	$32.56
GOLDEN CRUST	31	CHOCOLATE CHIP MUFFIN, 4OZ	8505	48/CS	6000	Y	$27.32	$28.35
HILLSHIRE	32	HAM PATTY	31339/414148	1/12LB	450	Y	$27.37	$28.41
J&J SNACK FOODS	33	BENEFIT BRKFST BAR OAT/CHOC IW	40401	48/2.5OZ	1650	Y	$23.17	$24.05
J&J SNACK FOODS	34	BENEFIT BRFST BAR BAN/CHOC IW	40402	48/2.5OZ	1200	Y	$23.17	$24.05
J&J SNACK FOODS	35	BENEFIT BAR FRENCH TOAST	40404	48/2.5OZ	100	Y	$21.95	$22.78
KRUSTEAZ	36	WG BUTTERMILK PANCAKES 4"	80349/477115	144/CS	750	Y	$18.49	$19.19
LINGS	37	51% WG CHOW MEIN	301-6	14LB	400	Y	$23.33	$24.22
LUPITAS	38	WG VARIETY PACK CONCHA IW	1450	84/2.25OZ	1500	Y	$41.17	$42.73
MARZETTI	39	WG WHEAT GARLIC TOAST	10541	14LB	660	Y	$27.63	$28.68
MARZETTI	40	DRESSING, THOUS ISLAND	83002	4/1GAL	150	Y	$27.51	$28.56
MARZETTI	41	DRESSING, ITALIAN	80034	4/1GAL	100	Y	$18.46	$19.16
PERDUE FARMS	42	WG FC CHIX BRST TNDR FRITTER	66210/615971	4/5LB	450	Y	$93.43	$96.97
PILLSBURY	43	FRENCH BREAD	10174	96/1.8OZ	200	Y	$31.57	$32.77
PILLSBURY	44	MINI CINNIS CINNAMON ROLLS IW	33686	72/2.29OZ	180	Y	$35.00	$36.33
PILLSBURY	45	MINI PANCAKES MAPLE BURST'N IW	37732	72/3.17OZ	200	Y	$30.84	$32.01
POSADA	46	WG CHICKEN TAQUITOS	46580011	70/3.48OZ	500	Y	$44.95	$46.66
REAL MEX FOODS	47	TOMATILLO SAUCE	15030	4/5LB	25	Y	$49.57	$51.46
RIDGEFIELDS	48	STRAWBERRY MANGO CUP	2015	84/4.4OZ	500	Y	$33.23	$34.49
RIDGEFIELDS	49	SIDEKICKS SOUR CHERRY LEMON ICE	2016	84/4.4OZ	350	Y	$33.23	$34.49
RIDGEFIELDS	50	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ	140	Y	$35.67	$37.03
ROMEROS	51	4.5" WHITE WG CORN TORTILLAS	145060	6/5DOZ	650	Y	$8.78	$9.11
ROSATI	52	EMOJI CHERRY/LIME ICE CUP	0-77222-3548R-4	90/4.4OZ	300	Y	$32.93	$34.18
ROSATI	53	CRYBABY SOUR CHRRY ITALIAN ICE	7722235459	90/4.4OZ	525	Y	$32.93	$34.18
ROSATI	54	CRYBABY SOUR APPLE	35469-3	90/4.4OZ	300	Y	$32.93	$34.18
SARA LEE	55	STATE FAIR WG TURKEY CORN DOG	572549/28322	48/4OZ	1200	Y	$19.32	$20.05
SKY BLUE	56	HONEY BUN, 2.6OZ	WWB5160	60/CS	3000	Y	$24.16	$25.08
SUPER BAKERY	57	CINNAMON SUPER STARS WG IW	9201	160/1.3OZ	75	Y	DISC BY VENDOR	DISC BY VENDOR
TABATCHNICK	58	HARTFORDS OWN OATMEAL	753	60/6OZ	100	Y	$49.38	$51.25
TONY ROBERTS	59	WG WHITE WHEAT BAGEL IW	19322	72/3OZ	1000	Y	$26.77	$27.78
TYSON	60	CHILI CRISPITOS	24569-821	72/CS	2000	Y	$33.43	$34.70
YOPLAIT	61	LF VANILLA YOGURT BULK	439	6/32OZ	150	Y	$15.26	$15.84

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Potential New Items (Commercial)						Yes/No		
AMERICAN BEAN COMPANY	1	MEDITERRANEAN STYLE FALAFEL	1002-24	24LB		Y	$80.98	$84.05
ASIAN FOOD SOLUTIONS	2	WG RAMEN W/ MISO SOUP KIT	2301KIT	8/3LB		Y	$87.20	$90.51
ASIAN FOOD SOLUTIONS	3	WG YAKISOBA NOODLE UMAMI KIT	2300JKIT	8/3LB		Y	$71.34	$74.05
ASIAN FOOD SOLUTIONS	4	WG UDON NOODLE SWEET SRIRACHA KIT	2300KIT	8/3LB		Y	$87.20	$90.51
BRAKEBUSH	5	FC GLUTEN FREE CHIX BRST STRPS	5810/57296G	2/5LB		Y	$38.41	$39.87
DEL REAL FOODS	6	AL PASTOR	121	4/5LB		Y	$84.96	$88.19
DEL REAL FOODS	7	CARNE ASADA	207-20	10/2LB		Y	$140.77	$146.11

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DEL REAL FOODS	8	CHICKEN TINGA	303	4/5LB		Y	$67.32	$69.87								
DOLE	9	FROZEN FRUIT PUREES - MANGO	100-71202-10502-9	8/30OZ		Y	$42.07	$43.67								
DOLE	10	FROZEN FRUIT PUREES - STRAWBERRY	100-71202-17139-0	8/30OZ		Y	$36.22	$37.59								
FRESH BREAD	11	WHEAT & GLUTEN FREE RICE BREAD	16306	6/16SLCS		Y	$22.06	$22.90								
MR SIPS	12	GLUTEN FREE BREAD SLICE IW	300156/544552	24/1.5OZ		Y	$11.72	$12.16								
MR SIPS	13	GF HOT DOG BUNS IW	01544/544550	24/3.5OZ		Y	$25.87	$26.85								
MR SIPS	14	GF HAMBURGER BUN IW	300155/544551	24/3.6OZ		Y	$25.91	$26.90								
MR SIPS	15	GLUTEN FREE CHICKEN CHUNKS	543033/300433	2/5LB		Y	$54.99	$57.08								
MR SIPS	16	GLUTEN FREE ALL BF CORN DOGS	300157	24CT		Y	$46.72	$48.49								
MR SIPS	17	GLUTEN FREE 6" CHS PIZZA IW	300151/542958	24/6.7OZ		Y	$48.57	$50.42								
MR SIPS	18	GF 6" PEPPERONI PIZZA IW	300153/545658	24CT		Y	$53.24	$55.27								
MR SIPS	19	GLUTEN FREE MAC AND CHEESE	300950/564576	16/5OZ		Y	$29.45	$30.57								
MR SIPS	20	GF CHICKEN CHUNKS	300152/545658	12/5.5OZ		Y	$34.82	$36.14								
O TASTY	21	VEGETABLE & CHKN POTSTICKER	44717	6/2.5LB		Y	$45.12	$46.84								
PERDUE FARMS	22	FC BREADED CHICKEN BREAST TENDERS, GLUTEN FREE	56203	10LB		Y	$53.35	$55.38								
PILLSBURY	23	CIABATTA BREAD PRE-SLICED	137738000	96/1.8OZ		Y	$26.71	$27.72								
PILLSBURY	24	WG PANINI BREAD	1.00946E+13	1792/.82OZ		Y	$27.93	$28.99								
RIDGEFIELDS	25	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ		Y	$35.67	$37.03								
ROSATI	26	HAPPY BIRTHDAY CAKE FLAVOR	0-77222-35476-1	90/4.4OZ	135	Y	$32.93	$34.18								
ROSATI	27	HAPPY BIRTHDAY MANGO FLAVOR	0-77222-35477-8	90/4.4OZ	135	Y	$32.93	$34.18								
ROSATI	28	HIP HOPPIN ITALIAN ICE	35474	90/4.4OZ	135	Y	$32.93	$34.18								
ROSATI	29	MANGO CALIENTE	0-77222-35487-7	90/4.4OZ	135	Y	$32.93	$34.18								
ROSATI	30	LUCK O' THE ICE SOUR APPLE FLV	35475-4	90/4.4OZ	135	Y	$32.93	$34.18								
RUIZ	31	CHICKEN TAQUITO	40818	140/2.75OZ		Y	$54.63	$56.71								
SKY BLUE FOODS	32	51% WW CINNAMON SWIRL	WCSW272	72/2OZ		Y	$28.99	$30.09								
SKY BLUE FOODS	33	WG CORN BREAKD LOAF IW	CBLD296	96/2.5OZ		Y	$31.35	$32.54								
SKY BLUE FOODS	34	PUMPKIN BREAD	138890	70/3.4OZ		Y	$37.18	$38.59								
SKY BLUE FOODS	35	WG SWEET POT CINN ROLL	WSPR250	72/2.6OZ		Y	$29.57	$30.70								
SKY BLUE FOODS	36	WG BLUEBERRY CRUMB CAKE	BCR272	72/3OZ		Y	$31.61	$32.81								
SPIRITED FOODS	37	ALASKAN BRD POLLOCK STICKS	SF01011	4OZ (113G/4 STIX)		Y	$32.32	$33.54								
WAWONA	38	MIXED FRUIT TROPICAL CAL BLEND	2126	2/5LB		Y	$20.23	$21.00								
WAWONA	39	4 BERRY BLEND IQF	4453	53/3.01OZ		Y	$23.63	$24.53								
WAWONA	40	FESTIVAL BLEND	7249	53/3.01OZ		Y	$20.13	$20.90								

LA CHOY	76	NOODLES, CHOWMEIN	3509601	6/24OZ	80	Y	$29.94	$28.84
LA TAPATIA	77	RECTANGLE TOSTADA BOWL 5.5"	555002	200/22G	100	Y	$32.34	$31.16
LA TAPATIA	78	ROUND TORTILLA CHIPS	177502	12/11LB	850	Y	$11.52	$11.10
LA VICTORIA	79	SALSA, MEDIUM	7804	4/1GAL	100	Y	$39.09	$37.66
LAND O' LAKES	80	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$72.57	$69.91
LANGERS	81	CRANBERRY PET	308	12/10OZ	25	Y	$14.58	$14.05
LANGERS	82	ORANGE JUICE PET	305	12/10OZ	25	Y	$14.58	$14.05
LANGERS	83	APPPLE JUICE PET	300	12/10OZ	40	Y	$14.58	$14.05
LAYS	84	POTATO CHIPS REGULAR	19846	120/0.5OZ	850	Y	$24.10	$23.22
LAYS	85	BAKED BBQ	32078	60/.875OZ	160	Y	$20.09	$19.35
LAYS	86	BAKED SOUR CREAM & ONION	33627	60/.875OZ	180	Y	$20.09	$19.35
LAYS	87	OVEN BAKED POTATO CRISPS REG	33625	60/.875OZ	120	Y	$20.09	$19.35
MIM	88	GRAHAM CRACKERS, WHOLE GRAIN, HONEY	300151	150/3-PACK	300	Y	$18.80	$18.11
N'JOY	89	RED CRUSHED PEPPER, PKT	560383	500/CS	35	Y	$9.16	$8.83
NATURALLY FRESH	90	CAESAR DRESSING IW	30004220	100/1.5OZ	100	Y	$13.58	$13.09
NATURE VALLEY	91	CRISPS CINNAMON	48256	120/1.2OZ	75	Y	$40.25	$38.78
NATURE VALLEY	92	CRISPS CHOC CHIP	48255	120/1.2OZ	75	Y	$40.25	$38.78
PACIFIC SPICE	93	IMPORT GARLIC POWDER	1GPCHIN12I	1LB	50	Y	$6.20	$5.98
PATHWATER	94	16.9 OZ REFILLABLE ALUMINUM BOTTLED WATER	6780100013	12/16.9OZ	100	Y	$14.01	$13.50
PEKING NOODLE	95	FORTUNE COOKIES IW	7050K	7LB	250	Y	$10.57	$10.18
PEPPERIDGE FARM	96	WG GOLDFISH PRETZELS	396982/14396	300/.75OZ	50	Y	$47.38	$45.65
PEPPERIDGE FARM	97	WG CHEDDAR GOLDFISH CRACKERS	18105/484764	300/.75OZ	50	Y	$58.89	$56.73
POWERADE ZERO	98	MIXED BERRY	50759	24/20OZ	225	Y	$17.41	$16.77
POWERADE ZERO	99	FRUIT PUNCH	56430	24/20OZ	225	Y	$17.41	$16.77
POWERADE ZERO	100	GRAPE	50742	24/20OZ	150	Y	$17.41	$16.77
PURE LIFE	101	BOTTLE PURIFIED WATER	6827493471	24/16.9OZ	7800	Y	$3.10	$2.99
QUAKER	102	MUNCHIE MIX KID'S	36308	104/.875OZ	50	Y	$34.82	$33.55
RANCH STYLE	103	TEXAS STYLE BEANS	116	6/#10	150	Y	$36.82	$35.48
ROLD GOLD	104	WG HEARTZELS PRETZELS	15940	104/.700Z	50	Y	$34.82	$33.55
ROMEROS	105	4.5" WHITE WG CORN TORTILLAS	145060	6/5 DOZ	0	Y	$8.41	$8.73
ROMEROS	106	6" TACO SHELLS	306610	200CT	250	Y	$17.15	$16.52
RUFFLES	107	OVEN BAKED CHEDDAR SOUR CREAM	56882	60/.8OZ	110	Y	$20.09	$19.35
SENECA	108	CORN, WHOLE KERNAL, LS (DOMESTIC)	36763	6/#10	100	Y	$ 22.10	$21.29
SMARTFOODS	109	WHITE CHEDDAR POPCORN	25566	72/.5OZ	150	Y	$ 24.10	$23.22
SONA HOLLEN	110	BBQ SAUCE, IND. 12GM	47433HLN	500/CS	180	Y	$ 5.52	$5.32
SUGAR FOODS	111	CUBE SEASONED CROUTONS IW	493241/74470	250/.25OZ	75	Y	$ 19.38	$18.67
SUNMAID	112	RAISINS, 1.8OZ	2020	144/CS	400	Y	$ 37.16	$35.80
SUPER BAKERY	113	WG GOODYMAN RICE CRISPY	9432	50/1.6OZ	50	Y	$ 27.37	$26.37
SWEEET BABY RAYS	114	BBQ SAUCE	0440HF	4/1GAL	50	Y	$ 47.08	$45.35
TAJIN	115	TAJIN, 5OZ (LOW SODIUM)	10062	24/CS	20	Y	$ 48.87	$47.09
TEASDALE	116	PINTO BEANS	93852	6/#10	50	Y	$ 18.61	$17.93
TEASDALE	117	GARBANZO BEANS	93850	6/#10	75	Y	$ 23.16	$22.32
TRUITT	118	TRADITIONAL HUMMUS	5081	96/2.9OZ	20	Y	$ 49.99	$48.16
TUF	119	TURKEY GRAVY MIX - NO MSG	430428/079T-T0700	8/14OZ	30	Y	$ 32.43	$31.24
TUF	120	BEEF GRAVY MIX	430425/0075	552/5.7G	50	Y	$ 31.04	$29.90
WALKER	121	VINEGAR	40208	4/1GAL	100	Y	$ 8.23	$7.93
WORLD FOOD PRODUCTS	122	TAJIN HABANERO CORN NUGGETS	B-35144-03012-1	100/.725OZ	60	Y	DISC BY VENDOR	DISC BY VENDOR
PRODUCERS RICE	123	BROWN RICE, LONG GRAIN, PAR-BOILED	575032	25LB/SACK	50	Y	$ 13.10	$12.62
RAXANE	124	WATER, SPRING, CRYSTAL LIGHT ROXANNE (W/CRV)	449231	24/16.8 (84/PAL)	2000	Y	$ 3.04	$2.93
BARILLA	125	PASTA, PENNE, WG	9907111	20LB	100	Y	$ 18.54	$17.87
JACKPOT	126	PINEAPPLE TIDBITS	6021679	6/10LB	450	Y	$ 21.84	$21.04
ARROWHEAD	127	WATER, DISTILLED	5019047	6/1GAL	1	Y	$ 8.19	$7.89
PACKER	128	YELLOW CHILIES	389502	4/1GAL	25	Y	$ 46.65	$48.42

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Potential New Items (Commercial)						Yes/No		
CHEFTEN HOUSE	1	ORGANIC BALSAMIC VINEGAR DRESSING	565156/22500	60/1.5OZ		Y	$19.38	$18.67
FATCAT	2	WG APPLE CINNAMON SCONE DOUGH	W6APL96-2G9	96/3OZ		Y	$42.63	$41.07
FATCAT	3	WG CINN APPLE OAT CHEWIE BAR	CAOC110-2.8SW	110/2.8OZ		Y	$58.23	$56.10
FATCAT	4	WG CHOCOLATE OAT CHEWIE BAR	COC110-2.8SW	110/2.8OZ		Y	DISC BY VENDOR	DISC BY VENDOR
GENERAL MILLS	5	ANNIES BUNNY GRAHAMS FRIENDS	600237	100/1.25OZ	80	Y	$34.18	$32.93
KENS FOODS	6	BUFFALO SAUCE	SU736A5	100/1.5OZ	10	Y	$22.61	$21.78
NATURE VALLEY	7	OATS & HONEY GRANOLA CEREAL	16000-27111-8	4/50OZ		Y	$45.41	$43.74
NIPPON SHOKKEN	8	LS ORANGE SAUCE	294	6/4.4LB		Y	$74.37	$71.65
NIPPON SHOKKEN	9	RAMEN SOUP	76	6/4.7LB		Y	$33.32	$34.58
NIPPON SHOKKEN	10	RAMEN SOUP POWDERED POUCHES	137	250/CS		Y	$30.38	$30.38
POPCHIPS	11	POPCHIPS BUFFALO RANCH RIDGES	70115	72/0.8OZ		Y	$14.62	$14.09
POPCHIPS	12	POPCHIPS SEA SALT	71100	72/0.8OZ		Y	$ 14.62	$14.09
POPCHIPS	13	POPCHIPS BARBEQUE	72200	72/0.8OZ		Y	$ 14.62	$14.09
POPCHIPS	14	POPCHIPS SOUR CREAM & ONION	77700	72/0.8OZ		Y	$ 14.62	$14.09
POPCHIPS	15	POPCHIPS CRAZY HOT	70120	72/0.8OZ		Y	$ 14.62	$14.09
POPCHIPS	16	POPCHIPS CHEDDAR & SOUR CREAM	70109	72/0.8OZ		Y	$ 14.62	$14.09
SAFE+FAIR	17	GAVIN'S CINNAMON BITZ	3210N/668504	192/1OZ		Y	$ 38.89	$37.46
SAFE+FAIR	18	GAVIN'S CINNAMON BITZ BULK	3215N/668503	25/10 OZ		Y	$ 43.95	$42.34
SAFE+FAIR	19	GAVIN'S GRANOLA CINNAMON, IW	673673/03221N	192/1OZ		Y	$ 43.75	$42.15
SAFE+FAIR	20	GAVIN'S GRANOLA CINNAMON BULK	3221N	25/10 OZ		Y	43.74683544	$42.15
SAFE+FAIR	21	REMY'S CINNAMON GRAHAM	668564/03114N	192/1OZ		Y	38.88607595	$37.46
SAFE+FAIR	22	WG REMY'S HONEY GRAHAM	03176N/620668	192/1OZ		Y	38.88607595	$37.46
SAFE+FAIR	23	ABBY'S CHOCOLATE CHIP MINI	3102N/668565	192/1OZ		Y	48.60759494	$46.83
STARKIST	24	TUNA, CHUNK LIGHT	27120	6/43OZ	150	Y	55.69620253	$53.66
STARKIST	25	CHUNK LIGHT TUNA TO GO POUCH	495430	12/4.1OZ		Y	20.25316456	$19.51
STARKIST	26	RS CHUNK LIGHT TUNA IN WATER 43OZ POUCH	514540	6/43oz		Y	55.69620253	$53.66
STARKIST	27	TUNA CREATIONS LEMON PEPPER	513090	24/2.6OZ		Y	24.30379747	$23.41
STARKIST	28	CHUNCK LIGHT TUNA IN WATER	505270	24/2.6OZ		Y	24.30379747	$23.41
SUNBUTTER	29	CREAMY SUNHUTTER CUPS	615556/19476	140/2.2OZ		Y	77.97468354	$75.12

SUNBUTTER	30	SUNBUTTER CUPS	598196/19368	200/1.1OZ		Y	68.35443038	$65.85							
TAJIN	31	15 TAJIN SEASON PACKETS	28805	1000/0.035OZ	10	Y	46.81012658	$45.10							
	32	UNSWEETENED SHREDDED COCONUT				Y	28.86075949	$27.80							

GOLD STAR FOODS
**NOTE-RED FONT INDICATES PRODUCT CHANGE. FOR COMMERCIAL ITEMS SEE ITEM INFO.

District Name:	Downey Unified School District															
BID 18/19-01																
BID Worksheet						Processed USDA Foods					Commercial Equivalents					
Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.							Net Off Invoice	Net Off Invoice	Fee for Service	Fee for Service						
Manufacturer	Line No.	Item Description	Commodity Item Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?			
Super Co-Op Items						Yes/No							Yes/No			
LAND O' LAKES	1	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$ 50.23	$ 47.57	$ -	$ -	39941	6/106OZ	Y	$ 72.57	$ 69.91	
RED GOLD	2	KETHCUP, NATURAL SUGAR, 9GM	REDYL9G	1000/9GR	500	Y	$ 14.76	$ 14.15	$ -	$ -	REDYL9G	1000/9GR	Y	$ 16.73	$ 16.12	
RED GOLD	3	SPAGHETTI SAUCE	RPKMA9C	6/#10	200	Y	$ 25.09	$ 24.01	$ -	$ -	RPKMA9C	6/#10	Y	$ 29.47	$ 28.39	
RED GOLD	4	MARINARA SAUCE	RPKNA99	6/#10	200	Y	$ 28.81	$ 27.64	$ -	$ -	RPKNA99	6/#10	Y	$ 31.90	$ 30.73	
RED GOLD	5	MARINARA DIPPING 2.5oz CUPS	REDNA2ZC84	84/2.5OZ	800	Y	$ 26.46	$ 25.46	$ -	$ -	REDNA2ZC84	84/2.5OZ	Y	$ 27.43	$ 26.43	
IDAHOAN	6	TRADITIONAL MASHED POTATOES	2970000313	12/26OZ	150	Y	$ 44.30	$ 42.46	$ -	$ -	2970000313	12/26OZ	Y	$ 50.35	$ 48.51	
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?							Meets Buy American Provision?			
Potential New Items (Commodity)						Yes/No							Yes/No			
NATIONAL FOOD GROUP	1	CMDY APPLESCE UNSWT STR BANANA	A3700	96/4.5oz		Y	$ -	$ -	$ 22.30	$ 22.30	A3700	96/4.5oz	Y	$ 17.80	$ 17.80	
NATIONAL FOOD GROUP	2	CMDY APPLESCE UNSWT PLAIN	A3500	96/4.5oz		Y	$ -	$ -	$ 22.30	$ 22.30	A3500	96/4.5oz	Y	$ 17.80	$ 17.80	
NATIONAL FOOD GROUP	3	CMDY APPLESCE UNSWT CINNAMON	A1410	96/4.5oz		Y	$ -	$ -	$ 22.30	$ 22.30	A1410	96/4.5oz	Y	$ 17.80	$ 17.80	
NATIONAL FOOD GROUP	4	UNSWTND MANGO PEACH APPLSCE	A3810	96/4.5oz		Y	$ -	$ -	$ 22.30	$ 22.30	A89320	96/4.5oz	Y	$ 27.09	$ 26.10	
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)								
Commercial Items						Yes/No										
A&W	1	DIET ROOTBEER	400111	24/12OZ	15	Y	$ 8.57	$ 8.26	209986	A&W DIET ROOTBEER 24/12OZ						
AMERICAN BASICS	2	BEANS, REFRIED, SANTIAGO	82948	6/29.77OZ	500	Y	$ 28.78	$ 27.73	403990	SANTIAGO SMOOTH REFRIED BEANS 6/29.77OZ						
AMERICANA	3	SYRUP, IND. 1OZ	78000840	100/CS	1200	Y	$ 5.42	$ 5.22	202907	AMERICANA MAPLE SYRUP PACKETS 100/1.OZ						
AMERICANA	4	MUSTARD, IND. 5.5GM	7605390	500/CS	100	Y	$ 6.65	$ 6.40	208281	AMERICANA MUSTARD PACKETS 500/5.5GM						
AMERICANA	5	MAYONNAISE, IND, 12GM	6418966	200/CS	350	Y	$ 10.05	$ 9.68	209414	AMERICANA MAYONAISE 200/12GM						
AVO	6	DISTILLED WHITE VINEGAR	40208	4/1GAL	3	Y	$ 8.23	$ 7.93	210234	AVO DISTILLED WHITE VINEGAR 4/1GAL						
BACK TO BASICS JNS	7	WHEAT BASICS CRACKERS	37401	100/1.6OZ	200	Y	$ 34.23	$ 32.98	203356	BACK TO BASICS JNS WHEAT BASICS CRACKERS 100/1.6OZ						

BACK TO BASICS JNS	8	WHEAT BASIC CRACKERS	37501	150/.8OZ	75	Y	$ 31.01	$ 29.88	203350	BACK TO BASICS JNS WHEAT BASIC CRACKERS 150/.8OZ						
BACK TO BASICS JNS	9	VANILLA MINI WAFERS	920WG150	150/1.1OZ	75	Y	$ 28.57	$ 27.52	208215	BACK TO BASICS JNS VANILLA MINI WAFERS 150/1.1OZ						
BAKERS ELEMENTS	10	DEHYDRATED CHOPPED ONION	430414/342401	3.5LB	20	Y	$ 53.73	$ 51.77	202002	PACIFIC SPICE DEHYDRATED CHOPPED ONION 15LB						
BETTY CROCKER	11	WG DOUBLE CHOC OATMEAL BAR	45566	144/1.24OZ	75	Y	$ 49.06	$ 47.27	203089	BETTY CROCKER WG DOUBLE CHOC OATMEAL BAR 144/1.24OZ						
BUTTERBUDS	12	PAN SPRAY	56217	6/17OZ	30	Y	$ 23.89	$ 23.01	203334	BUTTER BUDS BUTTERMIST SPRAY 6/17OZ						
C&H	13	POWDERED SUGAR	3010758	24/1LB	50	Y	$ 24.99	$ 24.07	209445	C&H POWDERED SUGAR 24/1LB						
CAPRI SUN	14	FRUIT DIVE 100% JUICE	505042/001469	40/6OZ	350	Y	$ 13.52	$ 13.02	201350	CAPRI SUN FRUIT DIVE 100% JUICE 40/6OZ						
CAPRI SUN	15	APPLE SPLASH 100% JUICE	505040/001421	40/6OZ	125	Y	$ 13.52	$ 13.02	201346	CAPRI SUN APPLE SPLASH 100% JUICE 40/6OZ						
CAPRI SUN	16	100% BERRY JUICE	556362/00415	40/6OZ	200	Y	$ 13.52	$ 13.02	201348	CAPRI SUN BERRY 100% JUICE 40/6OZ						
CHEETOS	17	WG OVEN BAKED CRUNCHY FLAMIN	62984	104/.875OZ	850	Y	$ 34.82	$ 33.55	208586	CHEETOS WG OVEN BAKED CRUNCHY FLAMIN 104/.875OZ						
CHEETOS	18	WG FANTASTIX FLAMIN' HOT	43578	104/1OZ	500	Y	$ 34.82	$ 33.55	202529	CHEETOS WG FANTASTIX FLAMIN' HOT 104/1OZ						
CHEETOS	19	WG RF PUFFS FLAMIN HOT	21912	72/.7OZ	200	Y	$ 24.10	$ 23.22	203210	CHEETOS WG RF PUFFS FLAMIN HOT 72/.7OZ						

CHEETOS	20	WG RF CHEETOS PUFFS	21910	72/.7OZ	100	Y	$ 24.10	$ 23.22	203217	CHEETOS WG RF CHEETOS PUFFS 72/.7OZ					
CHEETOS	21	WG OVEN BAKED CRUNCHY	62933	104/.875OZ	50	Y	$ 34.82	$ 33.55	208585	CHEETOS WG OVEN BAKED CRUNCHY 104/.875OZ					
CHEETOS	22	WG CHILI CHEESE FANTASTIX	36098	104/1OZ	50	Y	$ 34.82	$ 33.55	200726	CHEETOS WG CHILI CHEESE FANTASTIX 104/1OZ					
CHEF'S PRIDE	23	MAYONNAISE, REGULAR	77041	4/1GAL	280	Y	$ 27.91	$ 26.89	248367	GARDEN BANNER PREMIUM MAYONNAISE 4/1GL					
COKE	24	CLASSIC SODA	24110	35/12OZ	60	Y	$ 15.48	$ 14.91	209891	COKE CLASSIC SODA 35/12OZ					
COKE	25	DIET CLASSIC SODA	14112	35/12OZ	50	Y	$ 15.48	$ 14.91	209890	COKE DIET CLASSIC SODA 35/12OZ					
DAKOTA	26	ROASTED SLTD SUNFLOWR KRNLS IW	1105050	150/1OZ	400	Y	$ 27.97	$ 26.95	200446	DAKOTA ROASTED SLTD SUNFLOWR KRNLS IW 150/1OZ					
DAKOTA	27	HNY RST SUNFLOWER KERNELS IW	1231780	150/1.2OZ	50	Y	$ 31.37	$ 30.22	208261	DAKOTA HNY RST SUNFLOWER KERNELS IW 150/1OZ					
DAKOTA GROWERS	28	SPAGHETTI DRY, WG	548228/6738791322	2/10LB	160	Y	$ 18.35	$ 17.68	203341	DAKOTA GROWERS 51% WG SPAGHETTI 2/10LB					
DEL MONTE	29	PEACHES, CANNED, DICED	90119	6/#10	200	Y	$ 38.14	$ 36.74	203438	DEL MONTE DICED PEACHES IN L/S 6/#10					
DEL MONTE	30	PEARS, CANNED	22294	6/#10	50	Y	$ 35.76	$ 34.45	210174	DEL MONTE DICED PEARS LS 6/#10					
DEL MONTE	31	FRUIT, MIXED (DOMESTIC)	11696	6/10LB	200	Y	$ 43.52	$ 41.93	210172	DEL MONTE FRUIT MIX LS 6/#10					
DEL SOL	32	JALAPENOS, SLICED	4243400115	6/#10	100	Y	$ 22.41	$ 21.59	209918	DEL SOL SLICED JALAPENOS 6/#10					
DON SONORA	33	TACO SAUCE, MILD, IND. 9GM	13661DNS	500/CS	50	Y	$ 12.10	$ 11.66	202830	AMERICANA TACO SAUCE PACKET 500/9GR					

DORITOS	34	WG REDUCED FAT NACHO CHEESE	31748	72/1OZ	250	Y	$ 24.10	$ 23.22	200720	DORITOS WG REDUCED FAT NACHO CHEESE 72/1OZ						
DORITOS	35	WG REDUCED FAT COOL RANCH	36096	72/1OZ	350	Y	$ 24.10	$ 23.22	200724	DORITOS WG REDUCED FAT COOL RANCH 72/1OZ						
DORITOS	36	WG RF SPICY SWEET CHILI CHIPS	49093	72/1OZ	125	Y	$ 24.10	$ 23.22	202527	DORITOS WG RF SPICY SWEET CHILI CHIPS 72/1OZ						
DR PEPPER	37	DIET DR PEPPER	14208	35/12OZ	20	Y	$ 15.48	$ 14.91	209897	DR PEPPER DIET DR PEPPER 35/12OZ						
DR PEPPER	38	REGULAR DR PEPPER	24208	35/12OZ	20	Y	$ 15.48	$ 14.91	209898	DR PEPPER REGULAR DR PEPPER 35/12OZ						
ENVY FOODS	39	SPARKLING FRUIT PUNCH	2015	24/8.3OZ	400	Y	$ 13.92	$ 13.41	208164	SWTICH FRUIT PUNCH 24/8OZ						
ENVY FOODS	40	SPARKLING STRAWBERRY KIWI	2022	24/8.3OZ	300	Y	$ 13.92	$ 13.41	208165	SWTICH KIWI BERRY 24/8OZ						
ENVY FOODS	41	SPARKLING FUJI APPLE	2008	24/8.3OZ	200	Y	$ 13.92	$ 13.41	208162	SWTICH HARDCORE APPLE 24/8OZ						
ENVY FOODS	42	SPARKLING ACAI BERRY	2039	24/8.3OZ	225	Y	$ 13.92	$ 13.41	208163	SWTICH BLACK CHERRY 24/8OZ						
FIELDSTONE	43	ORIGINAL GRANOLA IW	596596/09788	144/1OZ	150	Y	$ 40.57	$ 39.09	203393	FIELDSTONE ORIGINAL GRANOLA IW 144/1OZ						
FOOTHILL FARMS	44	RANCH DRESSING MIX	V400-JA190	18/3.2OZ	130	Y	$ 22.06	$ 21.26	200114	FOOTHILL FARMS RANCH DRESSING MIX 18/3.2OZ						
FOOTHILL FARMS	45	MEXICAN RICE MIX	V419-AL190	18/3.2OZ	75	Y	$ 18.87	$ 18.18	202913	FOOTHILL FARMS RS MEXICAN RICE SEASONING MIX 6/11OZ						
FRANK'S	46	REDHOT BUFFALO WING SAUCE	346790/74161	4/1GL	20	Y	$ 61.82	$ 59.56	202150	FRANK'S REDHOT BUFFALO WING SAUCE 4/1GL						

GENERAL MILLS	47	CEREAL, BOWL PACK, WG, CINN. TOAST CRUNCH	11815	96/CS	300	Y	$ 22.29	$ 21.48	200838	GENERAL MILLS CINNAMON TOAST CRUNCH CEREAL 96CT					
GENERAL MILLS	48	CEREAL, BOWL PACK, WG, HONEY NUT CHEERIOS	11918	96/CS	200	Y	$ 22.29	$ 21.48	200840	GENERAL MILLS HONEY NUT CHEERIOS CEREAL 96CT					
GENERAL MILLS	49	CEREAL, BOWL PACK, WG, LUCKY CHARMS	31917	96/CS	200	Y	$ 22.29	$ 21.48	203125	GENERAL MILLS LUCKY CHARMS BOWLPAK 96/1OZ					
GENERAL MILLS	50	CEREAL, BOWL PACK, WG, TRIX	31923	96/CS	200	Y	$ 22.29	$ 21.48	203128	GENERAL MILLS 25% LSS SUGAR TRIX BOWLPAK 96/1OZ					
GENERAL MILLS	51	WG SIMPLY CHEX SNACK CHEDDAR	31932	60/.92OZ	100	Y	$ 22.91	$ 22.07	203130	GENERAL MILLS WG SIMPLY CHEX SNACK CHEDDAR 60/.92OZ					
GENERAL MILLS	52	WG SIMPLY CHEX STRBRY YGRT MIX	31937	60/1.03OZ	120	Y	$ 22.91	$ 22.07	203133	GENERAL MILLS WG SIMPLY CHEX STRBRY YGRT MIX 60/1.03OZ					
GENERAL MILLS	53	ANNIE BUNNY GRAHAM HONEY	600236	100/1.25OZ	100	Y	$ 34.18	$ 32.93	208257	GENERAL MILLS ANNIE BUNNY GRAHAM HONEY 100/1.25OZ					
GENERAL MILLS	54	ANNIE'S CHDDR BUNNIES ORGANIC	49828	100/.75OZ	100	Y	$ 34.18	$ 32.93	240324	GENERAL MILLS ANNIE'S CHDDR BUNNIES ORGANIC 100/.75OZ					
GENERAL MILLS	55	CINN TOAST CRUCH CEREAL BAR	45576	96/1.42OZ	50	Y	$ 30.18	$ 29.07	203135	GENERAL MILLS CINN TOAST CRUCH CEREAL BAR 96/1.42OZ					
GENERAL MILLS	56	COCOA PUFFS CEREAL BAR	45577	96/1.42OZ	75	Y	$ 30.18	$ 29.07	203136	GENERAL MILLS COCOA PUFFS CEREAL BAR 96/1.42OZ					

GENERAL MILLS	57	TRIX CEREAL BAR	31915	96/1.42OZ	75	Y	$ 30.18	$ 29.07	203123	GENERAL MILLS TRIX CEREAL BAR 96/1.42OZ						
GENERAL MILLS	58	APPLE CINN CHERRIOS BAR	31911	96/1.42OZ	25	Y	$ 30.18	$ 29.07	203144	GENERAL MILLS APPLE CINN CHERRIOS BAR 96/1.42OZ						
GENERAL MILLS	59	WG CHEX MIX HOT N' SPICY	31934	60/.92OZ	50	Y	$ 22.91	$ 22.07	203132	GENERAL MILLS WG CHEX MIX HOT N' SPICY 60/.92OZ						
GENERAL MILLS	60	CINNAMON CHEX BOWL PAK	38387	96/1OZ	10	Y	$ 22.29	$ 21.48	203719	GENERAL MILLS CINNAMON CHEX BOWL PAK 96/1OZ						
GENERAL MILLS	61	RICE CHEX BOWLPAK	31921	96/1OZ	10	Y	$ 22.29	$ 21.48	203127	GENERAL MILLS RICE CHEX BOWLPAK 96/1.0OZ						
HOMADE	62	PICKLE RELISH	6445076	4/1GAL	20	Y	$ 22.59	$ 21.77	300044	HOMADE SWEET RELISH 4/1GL						
HOMADE	63	1/8" CARTWHEEL DILL CHIPS	1501	4/1GAL	150	Y	$ 17.18	$ 16.55	300040	HOMADE 1/8" CARTWHEEL DILL CHIPS 4/1GL						
HUY FONG	64	SRIRACHA HOT CHILI SAUCE	CHILI100	500/9GM	25	Y	$ 14.24	$ 13.72	209858	HUY FONG SRIRACHA HOT CHILI SAUCE 500/9GM						
JACKPOT	65	CANNED, ORANGE, MANDARIN	5482591	6/#10	550	Y	$ 37.59	$ 36.22	209846	JACKPOT MANDARIN ORANGES 6/#10						
KELLOGGS	66	WG CHEEZ-IT CRACKER IW	24100-79263	175/.75OZ	125	Y	$ 36.71	$ 35.37	203137	KELLOGGS WG CHEEZ-IT CRACKER IW 175/.75OZ						
KELLOGGS	67	SCOOBY DOO GRAHAM STIX IW	30100-50689	210/1OZ	25	Y	$ 52.37	$ 50.45	202676	KELLOGGS SCOOBY DOO GRAHAM STIX IW 210/1OZ						
KELLOGGS	68	ELF GRAHAM CHOCOLATE IW	30100-40239	150/1OZ	50	Y	$ 33.90	$ 32.66	201280	KELLOGGS ELF GRAHAM CHOCOLATE IW 150/1OZ						
KELLOGGS	69	ELF GRAHAM CINNAMON IW	30100-40221	150/1OZ	50	Y	$ 33.90	$ 32.66	201276	KELLOGGS ELF GRAHAM CINNAMON IW 150/1OZ						

KELLOGGS	70	WG RICE KRISPIES TREAT IW	38000-11052	80/1.41OZ	250	Y	$ 39.44	$ 38.00	203316	KELLOGGS WG RICE KRISPIES TREAT IW 80/1.41OZ						
KELLOGGS	71	CHEEZ-IT WG CRACKRS ATOMIC IW	24100-10238	175/.75OZ	15	Y	$ 36.71	$ 35.37	203320	KELLOGGS CHEEZI-IT WG CRACKRS ATOMIC IW 175/.75OZ						
KELLOGGS	72	CHEEZ-IT WG CRACKERS	24100-79263	175/.75	200	Y	$ 36.71	$ 35.37	203137	KELLOGGS WG CHEEZ-IT CRACKER IW 175/.75OZ						
KENS FOODS	73	ASIAN SESAME DRESSING IW	114583	60/1.5OZ	125	Y	$ 16.73	$ 16.12	202842	KENS FOODS ASIAN SESAME DRESSING IW 60/1.5OZ						
KENS FOODS	74	CAESAR DRESSING PACKETS	KE827B3	60/1.5OZ	50	Y	$ 16.24	$ 15.65	202822	KENS FOODS CAESAR DRESSING PACKETS 60/1.5OZ						
KENS FOODS	75	LITE OLIVE OIL VINAIGRETTE	KE063G	512/1OZ	10	Y	$ 50.89	$ 49.02	NEW ITEM14	KENS FOODS ESSENTIAL LT BALSAMIC OLIVE OIL 4/1GAL						
LA CHOY	76	NOODLES, CHOWMEIN	3509601	6/24OZ	80	Y	$ 29.94	$ 28.84	201066	LA CHOY CHOW MEIN CRUNCHY DRY NOODLES 6/24OZ						
LA TAPATIA	77	RECTANGLE TOSTADA BOWL 5.5"	555002	200/22G	100	Y	$ 32.34	$ 31.16	203170	ROMEROS 5.5" TOSTADA BOWLS 8/25CT						
LA TAPATIA	78	ROUND TORTILLA CHIPS	177502	12/1LB	850	Y	$ 11.52	$ 11.10	209543	LA VENCEDORA TORTILLA CHIPS BULK 6/2LB						
LA VICTORIA	79	SALSA, MEDIUM	7804	4/1GAL	100	Y	$ 39.09	$ 37.66	201474	LA VICTORIA SALSA SUPREMA 4/1GAL						
LAND O' LAKES	80	CHEESE SAUCE, JALAPENO, RF, POUCH	39941	6/106OZ	300	Y	$ 72.57	$ 69.91	401902	LAND O LAKES RS JALPNO CHSE SAUCE PCH 6/106OZ						
LANCERS	81	CRANBERRY PET	308	12/10OZ	25	Y	$ 14.58	$ 14.05	NEW ITEM	JUICY JUICE FRUIT PUNCH JUICE PET 24/10OZ						

LANGERS	82	ORANGE JUICE PET	305	12/10OZ	25	Y	$ 14.58	$ 14.05	NEW ITEM	JUICY JUICE ORANGE TANGERINE JUICE PET 24/10OZ						
LANGERS	83	APPPLE JUICE PET	300	12/10OZ	40	Y	$ 14.58	$ 14.05	NEW ITEM	JUICY JUICE APPPLE JUICE PET 24/10OZ						
LAYS	84	POTATO CHIPS REGULAR	19846	120/0.5OZ	850	Y	$ 24.10	$ 23.22	200710	LAYS POTATO CHIPS REGULAR 120/0.5OZ						
LAYS	85	BAKED BBQ	32078	60/.875OZ	160	Y	$ 20.09	$ 19.35	202892	LAYS BAKED BBQ 60/.875OZ						
LAYS	86	BAKED SOUR CREAM & ONION	33627	60/.875OZ	180	Y	$ 20.09	$ 19.35	202891	LAYS BAKED SOUR CREAM & ONION 60/.875OZ						
LAYS	87	OVEN BAKED POTATO CRISPS REG	33625	60/.875OZ	120	Y	$ 20.09	$ 19.35	202893	LAYS OVEN BAKED POTATO CRISPS REG 60/.875OZ						
MJM	88	GRAHAM CRACKERS, WHOLE GRAIN, HONEY	300151	150/3-PACK	300	Y	$ 18.80	$ 18.11	208146	MJM WG HONEY GRAHAMS/W FIBER IW 150/1OZ						
N'JOY	89	RED CRUSHED PEPPER, PKT	560383	500/CS	35	Y	$ 9.16	$ 8.83	209821	N'JOY CRUSHED RED PEPPERS 500CT						
NATURALLY FRESH	90	CAESAR DRESSING IW	30004220	100/1.5OZ	100	Y	$ 13.58	$ 13.09	201614	MARZETTI CREAMY CAESAR DRESSING IW 60/1.5OZ						
NATURE VALLEY	91	CRISPS CINNAMON	48256	120/1.2OZ	75	Y	$ 40.25	$ 38.78	203314	NATURE VALLEY CRISPS CINNAMON 120/1.2OZ						
NATURE VALLEY	92	CRISPS CHOC CHIP	48255	120/1.2OZ	75	Y	$ 40.25	$ 38.78	203315	NATURE VALLEY CRISPS CHOC CHIP 120/1.2OZ						
PACIFIC SPICE	93	IMPORT GARLIC POWDER	1GPCHIN12I	1LB	50	Y	$ 6.20	$ 5.98	202078	PACIFIC SPICE IMPORT GARLIC POWDER 1LB						
PATHWATER	94	16.9 OZ REFILLABLE ALUMINUM BOTTLED WATER	6780100013	12/16.9OZ	100	Y	$ 14.01	$ 13.50	248368	PATHWATER PURIFIED WATER 12/16.9OZ						

PEKING NOODLE	95	FORTUNE COOKIES IW	7050K	7LB	250	Y	$ 10.57	$ 10.18	209840	C PACIFIC FORTUNE COOKIE 350CT						
PEPPERIDGE FARM	96	WG GOLDFISH PRETZELS	396982/14396	300/.75OZ	50	Y	$ 47.38	$ 45.65	200270	PEPPERIDGE FARM WG GOLDFISH PRETZELS 300/.75OZ						
PEPPERIDGE FARM	97	WG CHEDDAR GOLDFISH CRACKERS	18105/484764	300/.75OZ	50	Y	$ 58.89	$ 56.73	200290	PEPPERIDGE FARM WG CHEDDAR GOLDFISH CRACKERS 300/.75OZ						
POWERADE ZERO	98	MIXED BERRY	50759	24/20OZ	225	Y	$ 17.41	$ 16.77	209902	POWERADE ZERO MIXED BERRY 24/20OZ						
POWERADE ZERO	99	FRUIT PUNCH	56430	24/20OZ	225	Y	$ 17.41	$ 16.77	209900	POWERADE ZERO FRUIT PUNCH 24/20OZ						
POWERADE ZERO	100	GRAPE	50742	24/20OZ	150	Y	$ 17.41	$ 16.77	209901	POWERADE ZERO GRAPE 24/20OZ						
PURE LIFE	101	BOTTLE PURIFIED WATER	6827493471	24/16.9OZ	7800	Y	$ 3.10	$ 2.99	201670	PURE LIFE BOTTLE PURIFIED WATER 24/16.9OZ						
QUAKER	102	MUNCHIE MIX KID'S	36308	104/.875OZ	50	Y	$ 34.82	$ 33.55	200728	QUAKER MUNCHIE MIX KID'S 104/.875OZ						
RANCH STYLE	103	TEXAS STYLE BEANS	116	6/#10	150	Y	$ 36.82	$ 35.48	208335	RANCH STYLE TEXAS STYLE BEANS 6/#10						
ROLD GOLD	104	WG HEARTZELS PRETZELS	15940	104/.70OZ	50	Y	$ 34.82	$ 33.55	202761	ROLD GOLD WG HEARTZELS PRETZELS 104/.70OZ						
ROMEROS	105	4.5" WHITE WG CORN TORTILLAS	145060	6/5 DOZ	0	Y	$ 8.41	$ 8.73	303505	ROMEROS 4.5" WHITE WG CORN TORTILLAS 6/5 DOZ						
ROMEROS	106	6" TACO SHELLS	306610	200CT	250	Y	$ 17.15	$ 16.52	300445	ROMEROS 6" TACO SHELLS 200CT						
RUFFLES	107	OVEN BAKED CHEDDAR SOUR CREAM	56882	60/.8OZ	110	Y	$ 20.09	$ 19.35	203718	RUFFLES OVEN BAKED CHEDDAR SOUR CREAM 60/.8OZ						
SENECA	108	CORN, WHOLE KERNAL, LS (DOMESTIC)	36763	6/#10	100	Y	$ 22.10	$ 21.29	240211	DEL MONTE WHOLE KERNAL CORN LS 6/#10						

SMARTFOODS	109	WHITE CHEDDAR POPCORN	25566	72/.5OZ	150	Y	$ 24.10	$ 23.22	203330	SMARTFOODS WHITE CHEDDAR POPCORN 72/.5OZ					
SONA HOLLEN	110	BBQ SAUCE, IND. 12GM	47433HLN	500/CS	180	Y	$ 5.52	$ 5.32	202868	AMERICANA BBQ SAUCE PACKETS 200/12GM					
SUGAR FOODS	111	CUBE SEASONED CROUTONS IW	493241/74470	250/.25OZ	75	Y	$ 19.38	$ 18.67	201994	SUGAR FOODS CUBE SEASONED CROUTONS IW 250/.25OZ					
SUNMAID	112	RAISINS, 1.3OZ	2020	144/CS	400	Y	$ 37.16	$ 35.80	240050	SUN MAID RAISINS 144/1.33OZ					
SUPER BAKERY	113	WG GOODYMAN RICE CRISPY	9432	50/1.6OZ	50	Y	$ 27.37	$ 26.37	134708	SUPER BAKERY WG GOODYMAN RICE CRISPY 50/1.6OZ					
SWEEET BABY RAYS	114	BBQ SAUCE	0440HF	4/1GAL	50	Y	$ 47.08	$ 45.35	209519	SWEEET BABY RAYS BBQ SAUCE 4/1GAL					
TAJIN	115	TAJIN, 5OZ (LOW SODIUM)	10062	24/CS	20	Y	$ 48.87	$ 47.09	203392	TAJIN LS FRUIT SEASONING SHAKER 24/5OZ					
TEASDALE	116	PINTO BEANS	93852	6/#10	50	Y	$ 18.61	$ 17.93	209793	TEASDALE PINTO BEANS 6/#10					
TEASDALE	117	GARBANZO BEANS	93850	6/#10	75	Y	$ 23.16	$ 22.32	209789	TEASDALE GARBANZO BEANS SULFITES FREE 6/#10					
TRUITT	118	TRADITIONAL HUMMUS	5081	96/2.9OZ	20	Y	$ 49.99	$ 48.16	203403	TRUITT FAMILY FOODS TRADITIONAL HUMMUS CUPS 96/3OZ					
TUF	119	TURKEY GRAVY MIX - NO MSG	430428/079T-T0700	8/14OZ	30	Y	$ 32.43	$ 31.24	200136	TUF TURKEY GRAVY MIX - NO MSG 8/14OZ					
TUF	120	BEEF GRAVY MIX	430425/0075	552/5.7G	50	Y	$ 31.04	$ 29.90	239374	TUF BEEF GRAVY MIX 8/14OZ					
WALKER	121	VINEGAR	40208	4/1GAL	100	Y	$ 8.23	$ 7.93	210234	AVO DISTILLED WHITE VINEGAR 4/1GAL					
WORLD FOOD PRODUCTS	122	TAJIN HABANERO CORN NUGGETS	8-35144-03012-1	100/.725OZ	60	Y	DISC BY VENDOR	DISC BY VENDOR							
PRODUCERS RICE	123	BROWN RICE, LONG GRAIN, PAR-BOILED	575032	25LB/SACK	50	Y	$ 13.10	$ 12.62	203005	RICELAND PARBOILED BROWN RICE 25LB					

RAXANE	124	WATER, SPRING, CRYSTAL LIGHT ROXANNE (W/CRV)	449231	24/16.8 (84/PAL)	2000	Y	$ 3.04	$ 2.93	209908	CRYSTAL GEYSER WATER 24/16.9OZ						
BARILLA	125	PASTA, PENNE, WG	9907111	20LB	100	Y	$ 18.54	$ 17.87	208157	DAKOTA GROWERS WG PENNE 2/10LB						
JACKPOT	126	PINEAPPLE TIDBITS	6021679	6/10LB	450	Y	$ 21.84	$ 21.04	209856	JACKPOT PINEAPPLE TIDBITS 6/#10						
ARROWHEAD	127	WATER, DISTILLED	5019047	6/1GAL	1	Y	$ 8.19	$ 7.89	201122	ARROWHEAD DISTILLED WATER 6/1GL						
PACKER	128	YELLOW CHILIES	389502	4/1GAL	25	Y	$ 46.65	$ 48.42	203034	BAY VALLEY FOODS SLICED PEPPERONCIN						
Manufacturer	**Line No.**	**Item Description**	**Manufacturer Code**	**Pack**	**Estimated Quantity**	**Meets Buy American Provision?**	**Delivered Cost Per Case (Single Stop)**	**Delivered Cost Per Case (Multi Stop)**								
Potential New Items (Commercial)						Yes/No										
CHELTEN HOUSE	129	ORGANIC BALSAMIC VINEGAR DRESSING	565156/22500	60/1.5OZ		Y	$ 19.38	$ 18.67	200354	CHELTEN HOUSE ORGANIC BALSAMIC VINEGAR DRSSG 60/1.5OZ						
FATCAT	130	WG APPLE CINNAMON SCONE DOUGH	WGAPL96-2GB	96/3OZ		Y	$ 42.63	$ 41.07	140677	FAT CAT SCONES WG APPLE CINNAMON SCONE DOUGH 96/3OZ						
FATCAT	131	WG CINN APPLE OAT CHEWIE BAR	CAOC110-2.8SW	110/2.8OZ		Y	$ 58.23	$ 56.10	133860	FAT CAT SCONES WG CINN APPLE OAT CHEWIE BAR 110/2.8OZ						
FATCAT	132	WG CHOCOLATE OAT CHEWIE BAR	COC110-2.8SW	110/2.8OZ		Y	DISC BY VENDOR	DISC BY VENDOR	133861	FAT CAT SCONES WG CHOCOLATE OAT CHEWIE BAR 110/2.8OZ						
GENERAL MILLS	133	ANNIES BUNNY GRAHAMS FRIENDS	600237	100/1.25OZ	80	Y	$ 34.18	$ 32.93	239272	GENERAL MILLS ANNIES BUNNY GRAHAMS FRIENDS 100/1.25						
KENS FOODS	134	BUFFALO SAUCE	SJ1736A5	100/1.5OZ	10	Y	$ 22.61	$ 21.78	NEW ITEM18	KENS FOODS BUFFALO WING SAUCE 100/1.5OZ						

NATURE VALLEY	135	OATS & HONEY GRANOLA CEREAL	16000-27111-8	4/50OZ		Y	$ 45.41	$ 43.74	203003	NATURE VALLEY OATS & HONEY GRANOLA CEREAL 4/50 OZ						
NIPPON SHOKKEN	136	LS ORANGE SAUCE	294	6/4.8LB		Y	$ 74.37	$ 71.65	240215	NIPPON SHOKKEN LS ORANGE SAUCE 6/4.8LB						
NIPPON SHOKKEN	137	RAMEN SOUP	76	6/4.7LB		Y	$ 33.32	$ 34.58	TBD [625779]	AMOY RAMEN NOODLE 12/1.1LB						
NIPPON SHOKKEN	138	RAMEN SOUP POWDERED POUCHES	137	250/CS		Y	$ 30.38	$ 30.38	TBD	JINHAN RAMYN SOUP POWDER 285G						
POPCHIPS	139	POPCHIPS BUFFALO RANCH RIDGES	70115	72/0.8OZ		Y	$ 14.62	$ 14.09	NEW ITEM20	POP CHIPS BUFFALO RANCH RIDGES 24/0.8OZ						
POPCHIPS	140	POPCHIPS SEA SALT	71100	72/0.8OZ		Y	$ 14.62	$ 14.09	209659	POP CHIPS SEA SALT POTATO 24/0.8OZ						
POPCHIPS	141	POPCHIPS BARBEQUE	72200	72/0.8OZ		Y	$ 14.62	$ 14.09	209652	POP CHIPS BBQ CHIPS 24/0.8OZ						
POPCHIPS	142	POPCHIPS SOUR CREAM & ONION	77700	72/0.8OZ		Y	$ 14.62	$ 14.09	209654	POP CHIPS RIDGES CHEDDAR SOUR CRM POTATO 24/0.8OZ						
POPCHIPS	143	POPCHIPS CRAZY HOT	70120	72/0.8OZ		Y	$ 14.62	$ 14.09	209653	POP CHIPS CRAZY HOT POTATO 24/0.7OZ						
POPCHIPS	144	POPCHIPS CHEDDAR & SOUR CREAM	70109	72/0.8OZ		Y	$ 14.62	$ 14.09	209654	POP CHIPS RIDGES CHEDDAR SOUR CRM POTATO 24/0.8OZ						
SAFE+FAIR	145	GAVIN'S CINNAMON BITZ	3210N/668504	192/1OZ		Y	$ 38.89	$ 37.46	248352	SAFE+FAIR GAVIN'S CINNAMON BITZ 192/1OZ						
SAFE+FAIR	146	GAVIN'S CINNAMON BITZ BULK	3215N/668503	25/10 OZ		Y	$ 43.95	$ 42.34	248353	SAFE+FAIR GAVIN'S CINNAMON BITZ BULK 25/10LB						
SAFE+FAIR	147	GAVIN'S GRANOLA CINNAMON, IW	673673/03221N	192/1OZ		Y	$ 43.75	$ 42.15	248364	SAFE+FAIR GAVIN'S GRANOLA CINNAMON 192/1OZ						

SAFE+FAIR	148	GAVIN'S GRANOLA CINNAMON BULK	3221N	25/10 OZ		Y	$ 43.75	$ 42.15	248364	SAFE+FAIR GAVIN'S GRANOLA CINNAMON 192/1OZ						
SAFE+FAIR	149	REMY'S CINNAMON GRAHAM	668564/03114N	192/1OZ		Y	$ 38.89	$ 37.46	240341	SAFE+FAIR REMY'S CINNAMON GRAHAM 192/1OZ						
SAFE+FAIR	150	WG REMY'S HONEY GRAHAM	03176N/620668	192/1OZ		Y	$ 38.89	$ 37.46	209281	SAFE+FAIR WG REMY'S HONEY GRAHAM 192/1OZ						
SAFE+FAIR	151	ABBY'S CHOCOLATE CHIP MINI	3102N/668565	192/1OZ		Y	$ 48.61	$ 46.83	248351	SAFE+FAIR ABBY'S CHOCOLATE CHIP MINI 192/1OZ						
STARKIST	152	TUNA, CHUNK LIGHT	22120	6/43OZ	150	Y	$ 55.70	$ 53.66	203409	STARKIST CHUNK LIGHT TUNA POUCH 6/43OZ						
STARKIST	153	CHUNK LIGHT TUNA TO GO POUCH	495430	12/4.1OZ		Y	$ 20.25	$ 19.51	209061	STARKIST CHUNK LIGHT TUNA TO GO POUCH 12/4.1OZ						
STARKIST	154	RS CHUNK LIGHT TUNA IN WATER 43OZ POUCH	514540	6/43oz		Y	$ 55.70	$ 53.66	239326	STARKIST LIGHT CHUNK TUNA LS VAC-PAK 6/43OZ						
STARKIST	155	TUNA CREATIONS LEMON PEPPER	513090	24/2.6OZ		Y	$ 24.30	$ 23.41	NEW ITEM22	STARKIST TUNA LEMON PEPPER 24/2.6OZ						
STARKIST	156	CHUNCK LIGHT TUNA IN WATER	505270	24/2.6OZ		Y	$ 24.30	$ 23.41	239301	STARKIST CHUNCK LIGHT TUNA IN WATER 24/2.6OZ						
SUNBUTTER	157	CREAMY SUNBUTTER CUPS	612556/19426	140/2.2OZ		Y	$ 77.97	$ 75.12	208265	SUNBUTTER CREAMY SUNBUTTER CUPS 140/2.2OZ						
SUNBUTTER	158	SUNBUTTER CUPS	598196/19368	200/1.1OZ		Y	$ 68.35	$ 65.85	208125	SUNBUTTER SUNBUTTER CUPS 200/1.1 OZ						
TAJIN	159	LS TAJIN SEASON PACKETS	28805	1000/0.035OZ	10	Y	$ 46.81	$ 45.10	209157	TAJIN LS TAJIN SEASON PACKETS 1000/.035						
	160	UNSWEETENED SHREDDED COCONUT				Y	$ 28.86	$ 27.80	200546	CORAL COCONUT SHREDS 10LB						

GOLD STAR FOODS
**NOTE-RED FONT INDICATES PRODUCT CHANGE. FOR COMMERCIAL ITEMS SEE ITEM INFO.

District Name:
BID 18/19-01
BID Worksheet
Downey Unified School District

Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.

						Processed USDA Foods				Commercial Equivalents				
							Net Off Invoice	Net Off Invoice	Fee for Service	Fee for Service					
Manufacturer	Line No.	Item Description	Commodity Item Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision? Yes/No							Meets Buy American Provision? Yes/No		
Super Co-Op Items OR COMMODITY															
20TH CENTURY FOOD	1	WG BROWNIE IW	772A20W	144/2OZ	50	Y	$ 54.85	$ 57.05	$ -	$ -	772A20W	144/2OZ	Y	$ 57.93	$ 60.13
ADVANCE PIERRE	2	CMDY PORK SAUSAGE LINK	3755	150/1.2OZ	450	Y	$ -	$ -	$ 28.39	$ 28.39	3855	150/1.2OZ	Y	$ 65.12	$ 67.59
ADVANCE PIERRE	3	CMDY DELUXE BEEF STEAK BURGER	1-15-320-09	150/2.01OZ	250	Y	$ -	$ -	$ 35.72	$ 35.72	15-320-09	150/2.01OZ	Y	$ 69.52	$ 72.16
ADVANCE PIERRE	4	CMDY HONEY BBQ GRLD PRK RIBBQ	3717	100/3.25OZ	150	Y	$ -	$ -	$ 30.69	$ 30.69	3817	100/3.25OZ	Y	$ 52.93	$ 54.94
ADVANCE PIERRE	5	CMDY BEEF CRUMBLES	9737	5/5LB	200	Y	$ -	$ -	$ 47.07	$ 47.07	9737	5/5LB	Y	$ 37.57	$ 37.57
ADVANCE PIERRE	6	WG PB & GRAPE JELLY GRHM WAFER	A1290	160/2.3OZ	75	Y	$ 73.37	$ 76.55	$ -	$ -	A1290	160/2.3OZ	Y	$ 83.84	$ 87.03
ARDELLAS	7	CMDY 6 1/2 WG BREADSTICK MOZZ	90158	96/2OZ	500	Y	$ -	$ -	$ 37.74	$ 37.74	90158COMM	96/2OZ	Y	$ 48.79	$ 50.65
BIG DADDY'S	8	PRIMO 16" WG PEPPERONI PIZZA	78638	9/41.5OZ	40	Y	$ 62.51	$ 65.37	$ -	$ -	78638	9/41.5OZ	Y	$ 75.55	$ 78.42
BUENA VISTA	9	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$ 42.23	$ 43.87	$ -	$ -	90040	72/4OZ	Y	$ 43.29	$ 44.94
DON LEE FARMS	10	CMDY CHARBOILED BF STEAK BURGR	CNQ11400W	60/4OZ	1900	Y	$ -	$ -	$ 25.25	$ 25.25	CNQ11400W	60/4OZ	Y	$ 20.25	$ 20.25
DON LEE FARMS	11	CMDY BEEF TACO CRUMBLE FILLING	CNQ85104	4/10LB	40	Y	$ -	$ -	$ 65.00	$ 65.00	CNQ85104	4/10LB	Y	$ 52.00	$ 52.00
GILARDI	12	WG THREE CHS CALZONE	16272-20120	60/4.69OZ	300	Y	$ 39.75	$ 41.63	$ -	$ -	16272-20120	60/4.69OZ	Y	$ 49.63	$ 51.52
GOLD KIST	13	FC DK/MT PATTY CHIX SAUS	6390	355/1.35OZ	300	Y	$ 67.03	$ 71.55	$ -	$ -	6390	355/1.35OZ	Y	$ 119.04	$ 123.56
GOLD KIST	14	WG BRD CHIX BRST FILLET	7516	120/4OZ	900	Y	$ 88.10	$ 92.29	$ -	$ -	7516	120/4OZ	Y	$ 110.28	$ 114.47
GOLD KIST	15	H&S WG BRD CHX BRST FIL	7517	120/4OZ	450	Y	$ 88.10	$ 92.29	$ -	$ -	7517	120/4OZ	Y	$ 110.28	$ 114.47
GOLD KIST	16	FC WG W/M BRD CHIX BITES	7518	128/3.75OZ	555	Y	$ 88.10	$ 92.29	$ -	$ -	7518	128/3.75OZ	Y	$ 110.28	$ 114.47
GOLD KIST	17	WG A+ BREADED TENDERLOINS	7572	110/4.35OZ	750	Y	$ 65.67	$ 69.05	$ -	$ -	7572	110/4.35OZ	Y	$ 89.00	$ 92.38
GOLD KIST	18	CMDY FC WG BRD CHX 8PC-CUP UP	7812	35LB	780	Y	$ -	$ -	$ -	$ -	7812	35LB	Y	$ 65.95	$ 68.46
GOLD KIST	19	WG BRD DK MT CHIX SMCKRS	110458	30LB	675	Y	$ 59.00	$ 62.62	$ -	$ -	110458	30LB	Y	$ 95.32	$ 98.94
INTEGRATED	20	LOW SODIUM CHILI CHS DOG IW	952000	72/4.5OZ	70	Y	$ 55.84	$ 58.10	$ -	$ -	952000	72/4.5OZ	Y	$ 59.56	$ 61.82
INTEGRATED	21	CMDY WG GRILLED CHEESE	C70303	72/4.19OZ	10	Y	$ -	$ -	$ 43.18	$ 43.18	703003	72/4.19OZ	Y	$ 59.85	$ 62.13
JENNIE O	22	ALL NTRL OVN RST TRKY BRST SLC	2318-12	6/21LB	530	Y	$ 38.57	$ 40.98	$ -	$ -	2318-12	6/21LB	Y	$ 63.66	$ 66.08
JENNIE O	23	ALL NATURAL UNCURED TRKY HAM	2568-21	6/2LB	330	Y	$ 33.23	$ 35.15	$ -	$ -	2568-21	6/2LB	Y	$ 50.63	$ 52.56
JENNIE O	24	PRE COOKED TURKEY BACON BITS	8716-02	12/1-1.5LB	30	Y	$ 168.59	$ 175.84	$ -	$ -	8716-02	12/1-1.5LB	Y	$ 190.98	$ 198.23
JENNIE O	25	1/2" DICED TURKEY HAM	6409	2/5LB	70	Y	$ 26.42	$ 27.99	$ -	$ -	6409	2/5LB	Y	$ 41.22	$ 42.78
JENNIE O	26	TURKEY TACO CRUMBLE	6398-40	8/5LB	100	Y	$ 118.55	$ 124.92	$ -	$ -	6398-40	8/5LB	Y	$ 167.80	$ 174.18
JTM	27	THREE BEAN VEGETABLE CHILI	5383	6/5LB	25	Y	$ 52.04	$ 54.04	$ -	$ -	5383	6/5LB	Y	$ 52.78	$ 54.78
JTM	28	CMDY RS BF MTBLS W/MUSHROOMS	CP5053	6/5LB	150	Y	$ -	$ -	$ 45.05	$ 45.05	CP5053	6/5LB	Y	$ 36.05	$ 36.05
LAND O LAKES	29	WG MAC & CHEESE	43292	6/5LB	660	Y	$ 44.88	$ 47.13	$ -	$ -	43292	6/5LB	Y	$ 59.33	$ 61.58
LAND O' LAKES	30	CHEESE, SHREDDED CHEDDAR	41749	4/5LB	150	Y	$ 17.87	$ 19.81	$ -	$ -	41749	4/5LB	Y	$ 50.98	$ 52.91
LAND O' LAKES	31	CHEESE, SLICED AMERICAN	46255	6/5LB	50	Y	$ 28.58	$ 31.03	$ -	$ -	46255	6/5LB	Y	$ 64.61	$ 67.06
LAND O' LAKES	32	STRING CHEESE	59701	168/1OZ	500	Y	$ 17.06	$ 18.37	$ -	$ -	59701	168/1OZ	Y	$ 34.44	$ 35.75
LAND O' LAKES	33	MILD CHEDDAR CHS STICK IW	44879	168/1OZ	60	Y	$ 20.91	$ 22.37	$ -	$ -	44879	168/1OZ	Y	$ 38.29	$ 39.75
LAND O' LAKES	34	CO-JACK CHEESE STICK IW	44877	168/1OZ	30	Y	$ 20.91	$ 22.37	$ -	$ -	44877	168/1OZ	Y	$ 38.29	$ 39.75
LOS CABOS	35	CH & TRKY SAUSG GRN/CHL SALSA	98375	120/3.75OZ	50	Y	$ 70.32	$ 73.24	$ -	$ -	98375	120/3.75OZ	Y	$ 77.04	$ 79.96
MCCAIN	36	CRISPY SEASONED WEDGES 8-CUT	1000000496	6/5LB	350	Y	$ 27.24	$ 28.49	$ -	$ -	1000000496	6/5LB	Y	$ 32.96	$ 34.22
ORE-IDA	37	PLAIN POTATO TATER TOTS	OIF00215A	6/5LB	450	Y	$ 18.46	$ 19.38	$ -	$ -	OIF00215A	6/5LB	Y	$ 24.18	$ 25.10
PIAZZA	38	16" WG 10 CUT CHEESE PIZZA (WILD MIKES)	20211	90/5.49OZ	650	Y	$ 63.42	$ 66.54	$ -	$ -	20211	90/5.49OZ	Y	$ 82.06	$ 85.18
PIAZZA	39	16" WG 10-CUT PEPPERONI PIZZA (WILD MIKES)	20210	90/5.5OZ	650	Y	$ 67.05	$ 70.21	$ -	$ -	20210	90/5.5OZ	Y	$ 83.26	$ 86.42
ROSE & SHORE	40	CMDY SHREDDED PORK CARNITAS	790	4/10LB	80	Y	$ -	$ -	$ 67.60	$ 67.60	790	4/10LB	Y	$ 55.60	$ 55.60
SIMPLOT	41	JR BUFFALO SLICES	479208/ 10071179479208	6/4LB	820	Y	$ 20.62	$ 21.58	$ -	$ -	479208/ 10071179479208	6/4LB	Y	$ 25.20	$ 26.15
SIMPLOT	42	JR BUFFALO FRIES (SIDEWINDERS)	479208/ 10071179479208	6/4LB	160	Y	$ 20.62	$ 21.58	$ -	$ -	479208/ 10071179479208	6/4LB	Y	$ 25.20	$ 26.15
SMUCKERS	43	WG PB& STRAW UNCRUSTABLE	5150006961	72/2.6OZ	160	Y	$ 40.28	$ 41.96	$ -	$ -	5150006961	72/2.6OZ	Y	$ 44.07	$ 45.75
SMUCKERS	44	WG PB & GRAPE UNCRUSTABLE	5150006960	72/2.6OZ	3720	Y	$ 38.38	$ 39.98	$ -	$ -	5150006960	72/2.6OZ	Y	$ 42.17	$ 43.77
SUNNY FRESH	45	BACON & CHS EGG STRAVAGANZA	40928	4/5LB	160	Y	$ 49.50	$ 51.62	$ -	$ -	40928	4/5LB	Y	$ 55.85	$ 57.97
SUNNY FRESH	46	PRE COOKED SCRAMBLED EGGS	40927	4/5LB	195	Y	$ 29.23	$ 30.64	$ -	$ -	40927	4/5LB	Y	$ 36.91	$ 38.32
TOM ROBERTS	47	WG 6" GARLIC CHEESE TOAST BULK	66256	60/4.3OZ	1000	Y	$ 42.79	$ 44.88	$ -	$ -	66256	60/4.3OZ	Y	$ 55.01	$ 57.10
TONYS	48	WG TKY SAUSAGE BREAKFAST PIZZA	63912	128/3.31OZ	810	Y	$ 43.34	$ 45.20	$ -	$ -	63912	128/3.31OZ	Y	$ 49.16	$ 51.03
TONYS	49	WG BRKFST SQUARE W/ SAUS (COUNTRY GRAVY)	78352	128/3OZ	200	Y	$ 47.78	$ 49.78	$ -	$ -	78352	128/3OZ	Y	$ 52.77	$ 54.77
TYSON	50	DK WG BRD TRAD DRUMSTICKS	666010-0928	108/4.4OZ	510	Y	$ 71.90	$ 75.44	$ -	$ -	666010-0928	108/4.4OZ	Y	$ 93.15	$ 96.68
TYSON	51	CHICKEN FAJITA	003522-0928	8/4.99LB	70	Y	$ 100.87	$ 106.57	$ -	$ -	003522-0928	8/4.99LB	Y	$ 150.02	$ 155.72
YANG	52	100% WG MANDARIN ORNG CHX	8-52724-15552-4	6/5LB	550	Y	$ 129.66	$ 135.27	$ -	$ -	8-52724-15552-4	6/5LB	Y	$ 147.76	$ 153.37

YANGS	53	100% BBQ TRYKI CHICKEN	8-52724-15554-8	6/5LB	480	Y	$ 112.81	$ 117.93	$ -	$ -		8-52724-15554-8	6/5LB	Y	$ 134.66	$ 139.77
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?								Meets Buy American Provision?		
Potential New Items (Commodity)						Yes/No								Yes/No		
ARIZONA GOLD	1	BURRITO WG EGG CHSE CHORIZO	3710320B	54/3.2OZ	40	Y	$ 29.72	$ 30.96	$ -	$ -		3710320B	54/3.2OZ	Y	$ 32.60	$ 33.84
GOLD KIST	2	DICED CHICKEN	1230	30LB	400	Y	$ 67.27	$ 71.05	$ -	$ -		1230	30LB	Y	$ 99.51	$ 103.29
GOLD KIST	3	ITALIAN STYLE CN CHICKEN MEATBALLS	6410	30LB	100	Y	$ -	$ -	$ -	$ -		6410	30LB	Y	$ 115.72	$ 120.11
GOLD KIST	4	WHOLE MUSCLE GRILLD FILLET	7520	4/5LB	80	Y	$ 81.42	$ 85.29	$ -	$ -		7520	4/5LB	Y	$ 101.78	$ 105.65
GOLD KIST	5	4 PIECE ROASTED BREAST AND THIGH	88013	30LB	90	Y	$ -	$ -	$ -	$ -		88013	30LB	Y	$ 109.10	$ 113.24
GOLD KIST	6	SPICY GUAJILLO TENDERLOINS	7576	110/30LB	200	Y	$ -	$ -	$ -	$ -		7576	110/30LB	Y	$ 91.24	$ 94.71
JENNIE O	7	SLICED 3/4 OZ CANADIAN HAM	2031	8/3.1LB		Y	$ 75.53	$ 79.75	$ -	$ -		2031	8/3.1LB	Y	$ 111.28	$ 115.51
JENNIE O	8	SLCD 3/4 OZ CANADIAN HAM	2031-35	8/3.1LB		Y	$ 60.66	$ 64.02	$ -	$ -		2031-35	8/3.1LB	Y	$ 88.41	$ 91.77
JTM	9	CMDY COOKED DICED PORK	CPS888	6/5LB	30	Y	$ -	$ -	$ 67.50	$ 67.50		5888CE	6/5LB	Y	$ 125.10	$ 129.85
JTM	10	CMDY BEEF PHILLY STEAK	CPS813	6/5LB	50	Y	$ -	$ -	$ 64.72	$ 64.72		CPS813	6/5LB	Y	$ 52.72	$ 52.72
JTM	11	DICED TURKEY COOKED	5889	30LB	110	Y	$ 77.77	$ 82.47	$ -	$ -		5889	30LB	Y	$ 123.74	$ 128.44
JTM	12	WG RS MAC AND CHEESE LG ELBOW	5768	60OZ (170.1G)	75	Y	$ 41.80	$ 43.84	$ -	$ -		5768	60OZ (170.1G)	Y	$ 53.72	$ 55.76
JTM	13	ALFREDO SAUCE RF	5722	6/5LB	100	Y	$ 45.33	$ 47.56	$ -	$ -		5722	6/5LB	Y	$ 58.76	$ 60.99
JTM	14	CMDY COOKED DICED BEEF	CPS887	6/5LB	30	Y	$ -	$ -	$ 67.50	$ 67.50		CPS887	6/5LB	Y	$ 55.50	$ 55.50
NARDONE BROS	15	INDIVIDUAL 6" BUFFALO CHICKEN PIZZA	625WBC2	60/6OZ	20	Y	$ -	$ -	$ -	$ -		625WBC2	60/6OZ	Y	$ 56.71	$ 58.86
PIAZZA	16	WG CHEESE BITES (WILD MIKE'S)	11003	240/1OZ	300	Y	$ 54.64	$ 57.17	$ -	$ -		11003	240/1OZ	Y	$ 66.85	$ 69.39
SMUCKERS	17	WG PB& GRAPE UNCRUSTABLE LRG	5150021027	72/5.3OZ		Y	$ 69.75	$ 72.64	$ -	$ -		5150021027	72/5.3OZ	Y	$ 76.34	$ 79.24
SMUCKERS	18	WG PB& STRAW UNCRUSTABLE LRG	5150021028	72/5.3OZ		Y	$ 71.34	$ 74.39	$ -	$ -		5150021028	72/5.3OZ	Y	$ 80.16	$ 83.20
SUNNY FRESH	19	BASIC EGG PATTY	40636	390/1.4OZ	20	Y	$ 31.44	$ 32.95	$ -	$ -		40636	390/1.4OZ	Y	$ 39.78	$ 41.29
SUNNY FRESH	20	FIESTA CHEESE OMELET	40187	210/2.2OZ	20	Y	$ 67.27	$ 70.16	$ -	$ -		40187	210/2.2OZ	Y	$ 76.16	$ 79.05
SUNNY FRESH	21	COLBY CHEESE OMELET PRE COOKED	40176	225/2.1OZ	20	Y	$ 68.75	$ 71.71	$ -	$ -		40176	225/2.1OZ	Y	$ 78.16	$ 81.13
SUNNY FRESH	22	GRILLED EGG PATTIES	40710	369/1.25OZ	20	Y	$ 38.56	$ 40.37	$ -	$ -		40710	369/1.25OZ	Y	$ 47.88	$ 49.70
WAWONA	23	CMDY STRAWBERRY POP	4910	96/4.5OZ	60	Y	$ -	$ -	$ 25.19	$ 25.19		4910	96/4.5OZ	Y	$ 20.19	$ 20.19
WAWONA	24	CMDY MIXED BERRY POP	4920	96/4OZ	60	Y	$ -	$ -	$ 40.59	$ 42.09		4920	96/4OZ	Y	$ 57.94	$ 60.14

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Commercial Items						Yes/No		
AVOKING	1	GUACAMOLE TUBS	6125	3/6LB	150	Y	$ 42.93	$ 44.56
ADVANCE PIERRE	2	VEGGIE PATTIE WITH TRYKI SAUCE	9285	100/2.9OZ	50	Y	$ 41.82	$ 43.41
BAKE CRAFTERS	3	WG FRENCH TOAST STICKS	447	5/2LB	500	Y	$ 20.54	$ 21.32
BELL TASTY	4	TURKEY TACO NADA W	6TT200W	60/5OZ	120	Y	$ 44.39	$ 46.08
BRIDGFORD	5	WHITE WHEAT CNNMN ROLL DOUGH	6719	144/2.5OZ	350	Y	$ 39.02	$ 40.51
BUENA VISTA	6	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$ 43.29	$ 44.94
BUENA VISTA	7	WG PUMPKIN COOKIE IW	72820	150/1OZ	80	Y	$ 36.89	$ 38.29
BUENA VISTA	8	WG CHOC CHIP BROWNIE BITE IW	83330	120/1.3OZ	250	Y	$ 38.41	$ 39.87
BUENA VISTA	9	TURKEY COOKIE IW	73720	150/1OZ	80	Y	$ 36.89	$ 38.29
BUENA VISTA	10	WG RF C/CHIP COOKIE IW	79010	200/1OZ	650	Y	$ 41.46	$ 43.04
BUENA VISTA	11	WG RF CHOC/CHIP CKIE DGH	78010	216/1OZ	1500	Y	$ 35.67	$ 37.03
BUENA VISTA	12	WG BROWNIE IW	82220	96/2OZ	120	Y	$ 37.80	$ 39.24
BUENA VISTA	13	WG BLUE STAR COOKIE IW	74040	150/1.2OZ	80	Y	$ 36.89	$ 38.29
CALIFORNIA LAVASH	14	WG NAAN LAVASH	2102	5/20CT	10	Y	$ 31.94	$ 33.15
CH GUENTHER & SON	15	WG SIMPLE SPLIT BISCUIT	32271	144/2.25OZ	300	Y	$ 29.01	$ 30.11
DAVES	16	WG CRUMN SQUARE IW	325	45/2.2OZ	150	Y	$ 19.33	$ 20.06
DAVES	17	WG BROWNIE CUP IW	126	90/1.5OZ	75	Y	$ 24.27	$ 25.19
DEL REAL	18	SALSA MOLCAJETE VERDE	503-5	3/4LB	250	Y	$ 21.41	$ 22.23
DEL REAL	19	WG CHEESE & GREEN CHILI TAMALE	766	48/5OZ	200	Y	$ 45.09	$ 46.80
DEL REAL	20	WG CHICKEN GREEN TAMALE	783	48/6OZ	300	Y	$ 55.04	$ 57.13
DEL REAL	21	SALSA MOLCAJETE ROJA	504-5	3/4LB	125	Y	$ 21.41	$ 22.23
DEL REAL	22	SHREDDED CARNITAS	101	5/4LB	550	Y	$ 98.57	$ 102.32
DEL REAL	23	CHICKEN TAMALES IN GREEN SAUCE	124	48/5OZ	550	Y	$ 44.01	$ 45.68
DEL REAL	24	WG CHICKEN TAMALE RED SAUCE	767	48/5OZ	400	Y	$ 45.09	$ 46.80
DEL REAL	25	BEAN & CHEESE PUPUSA	705	8/5CT	350	Y	$ 40.90	$ 42.46
DEL REAL	26	SHREDDED BEEF	222	4/5LB	400	Y	$ 114.18	$ 118.52
DOMEX	27	PROTEIN VEGGIE PATTIES	CN10325	72/3.2OZ	50	Y	$ 72.52	$ 75.28
EISENBERG	28	6" ALL NATRUAL BF FRANKS 8/1	119	2/5LB	650	Y	$ 42.44	$ 44.05
FIESTA SANTA FE	29	WG BEAN & CHS BURRITO WRAP IW	FFC60575WG	60/5.75OZ	650	Y	$ 51.52	$ 53.48
FRESH PRODUCE	30	EDAMAME FRZN SHELLED 1/24#	F997	1/24LB	75	Y	$ 31.37	$ 32.56
GOLDEN CRUST	31	CHOCOLATE CHIP MUFFIN, 4OZ	8505	48/CS	6000	Y	$ 27.32	$ 28.35
HILLSHIRE	32	HAM PATTY	31339/417148	1/12LB	450	Y	$ 27.37	$ 28.41
J&J SNACK FOODS	33	BENEFIT BRKFST BAR OAT/CHOC IW	40401	48/2.5OZ	1650	Y	$ 23.17	$ 24.05
J&J SNACK FOODS	34	BENEFIT BRFST BAR BAN/CHOC IW	40402	48/2.5OZ	1200	Y	$ 23.17	$ 24.05

J&J SNACK FOODS	35	BENEFIT BAR FRENCH TOAST	40404	48/2.5OZ	100	Y	$ 21.95	$ 22.78
KRUSTEAZ	36	WG BUTTERMILK PANCAKES 4"	1475	144/CS	750	Y	$ 18.49	$ 19.19
LINGS	37	51% WG CHOW MEIN	00301-6	14LB	400	Y	$ 23.33	$ 24.22
LUPITAS	38	WG VARIETY PACK CONCHA IW	1450	84/2.25OZ	1500	Y	$ 41.17	$ 42.73
MARZETTI	39	WG WHEAT GARLIC TOAST	10541	14LB	660	Y	$ 27.63	$ 28.68
MARZETTI	40	DRESSING, THOUS ISLAND	83002	4/1GAL	150	Y	$ 27.51	$ 28.56
MARZETTI	41	DRESSING, ITALIAN	80034	4/1GAL	100	Y	$ 18.46	$ 19.16
PERDUE FARMS	42	WG FC CHIX BRST TNDR FRITTER	63230-WG	4/5LB	450	Y	$ 93.43	$ 96.97
PILLSBURY	43	FRENCH BREAD	110174	96/1.8OZ	200	Y	$ 31.57	$ 32.77
PILLSBURY	44	MINI CINNIS CINNAMON ROLLS IW	33686	72/2.29OZ	180	Y	$ 35.00	$ 36.33
PILLSBURY	45	MINI PANCAKES MAPLE BURST'N IW	37732	72/3.17OZ	200	Y	$ 30.84	$ 32.01
POSADA	46	WG CHICKEN TAQUITOS	46580011	70/3.48OZ	500	Y	$ 44.95	$ 46.66
REAL MEX FOODS	47	TOMATILLO SAUCE	15030	4/5LB	25	Y	$ 49.57	$ 51.46
RIDGEFIELDS	48	STRAWBERRY MANGO CUP	2015	84/4.4OZ	500	Y	$ 33.23	$ 34.49
RIDGEFIELDS	49	SIDEKICKS SOUR CHERRY LEMON ICE	2016	84/4.4OZ	350	Y	$ 33.23	$ 34.49
RIDGEFIELDS	50	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ	140	Y	$ 35.67	$ 37.03
ROMEROS	51	4.5" WHITE WG CORN TORTILLAS	145060	6/5DOZ	650	Y	$ 8.78	$ 9.11
ROSATI	52	EMOJI CHERRY/LIME ICE CUP	0-77222-35488-4	90/4.4OZ	300	Y	$ 32.93	$ 34.18
ROSATI	53	CRYBABY SOUR CHRRY ITALIAN ICE	7722235459	90/4.4OZ	525	Y	$ 32.93	$ 34.18
ROSATI	54	CRYBABY SOUR APPLE	35469-3	90/4.4OZ	300	Y	$ 32.93	$ 34.18
SARA LEE	55	STATE FAIR WG TURKEY CORN DOG	572549/28322	48/4OZ	1200	Y	$ 19.32	$ 20.05
SKY BLUE	56	HONEY BUN, 2.6OZ	WWB5160	60/CS	3000	Y	$ 24.16	$ 25.08
SUPER BAKERY	57	CINNAMON SUPER STARS WG IW	9201	160/1.3OZ	75	Y	DISC BY VENDOR	DISC BY VENDOR
TABATCHNICK	58	HARTFORDS OWN OATMEAL	753	60/6OZ	100	Y	$ 49.38	$ 51.25
TONY ROBERTS	59	WG WHITE WHEAT BAGEL IW	19322	72/3OZ	1000	Y	$ 26.77	$ 27.78
TYSON	60	CHILI CRISPITOS	24569-0821	72/CS	2000	Y	$ 33.43	$ 34.70
YOPLAIT	61	LF VANILLA YOGURT BULK	439	6/32OZ	150	Y	$ 15.26	$ 15.84

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Potential New Items (Commercial)						Yes/No		
AMERICAN BEAN COMPANY	1	MEDITERRANEAN STYLE FALAFEL	1002-24	24LB		Y	$ 80.98	$ 84.05
ASIAN FOOD SOLUTIONS	2	WG RAMEN W/ MISO SOUP KIT	23001KIT	8/3LB		Y	$ 87.20	$ 90.51
ASIAN FOOD SOLUTIONS	3	WG YAKISOBA NOODLE UMAMI KIT	23003KIT	8/3LB		Y	$ 71.34	$ 74.05
ASIAN FOOD SOLUTIONS	4	WG UDON NOODLE SWEET SRIRACHA KIT	23001KIT	8/3LB		Y	$ 87.20	$ 90.51
BRAKEBUSH	5	FC GLUTEN FREE CHIX BRST STRPS	5810/572963	2/5LB		Y	$ 38.41	$ 39.87
DEL REAL FOODS	6	AL PASTOR	121	4/5LB		Y	$ 84.96	$ 88.19
DEL REAL FOODS	7	CARNE ASADA	207-20	10/2LB		Y	$ 140.77	$ 146.11
DEL REAL FOODS	8	CHICKEN TINGA	303	4/5LB		Y	$ 67.32	$ 69.87
DOLE	9	FROZEN FRUIT PUREES - MANGO	7120210502	8/30OZ		Y	$ 42.07	$ 43.67
DOLE	10	FROZEN FRUIT PUREES - STRAWBERRY	7120217139	8/30OZ		Y	$ 36.22	$ 37.59
FRESH BREAD	11	WHEAT & GLUTEN FREE RICE BREAD	163C6	6/16SLCS		Y	$ 22.06	$ 22.90
MR SIPS	12	GLUTEN FREE BREAD SLICE IW	300156/544552	24/1.5OZ		Y	$ 11.72	$ 12.16
MR SIPS	13	GF HOT DOG BUNS IW	300154/544550	24/3.5OZ		Y	$ 25.87	$ 26.85
MR SIPS	14	GF HAMBURGER BUN IW	300155/544551	24/3.6OZ		Y	$ 25.91	$ 26.90
MR SIPS	15	GLUTEN FREE CHICKEN CHUNKS	543033/300433	2/5LB		Y	$ 54.99	$ 57.08
MR SIPS	16	GLUTEN FREE ALL BF CORN DOGS	300157	24CT		Y	$ 46.72	$ 48.49
MR SIPS	17	GLUTEN FREE 6" CHS PIZZA IW	300151/542958	24/6.7OZ		Y	$ 48.57	$ 50.42
MR SIPS	18	GF 6" PEPPERONI PIZZA IW	300153/545658	24CT		Y	$ 53.24	$ 55.27
MR SIPS	19	GLUTEN FREE MAC AND CHEESE	300950/564576	16/5OZ		Y	$ 29.45	$ 30.57
MR SIPS	20	GF CHICKEN CHUNKS	300152/542934	12/5.5OZ		Y	$ 34.82	$ 36.14
O TASTY	21	VEGETABLE & CHKN POTSTICKER	44717	6/2.5LB		Y	$ 45.12	$ 46.84
PERDUE FARMS	22	FC BREADED CHICKEN BREAST TENDERS, GLUTEN FREE	56203	10LB		Y	$ 53.35	$ 55.38
PILLSBURY	23	CIABATTA BREAD PRE-SLICED	137738000	96/1.8OZ		Y	$ 26.71	$ 27.72
PILLSBURY	24	WG PANINI BREAD	1.00946E+13	1792/.82OZ		Y	$ 27.93	$ 28.99
RIDGEFIELDS	25	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ		Y	$ 35.67	$ 37.03
ROSATI	26	HAPPY BIRTHDAY CAKE FLAVOR	0-77222-35476-1	90/4.4OZ	135	Y	$ 32.93	$ 34.18
ROSATI	27	HAPPY BIRTHDAY MANGO FLAVOR	0-77222-35477-8	90/4.4OZ	135	Y	$ 32.93	$ 34.18
ROSATI	28	HIP HOPPIN ITALIAN ICE	35474-7	90/4.4OZ	135	Y	$ 32.93	$ 34.18
ROSATI	29	MANGO CALIENTE	0-77222-35487-7	90/4.4OZ	135	Y	$ 32.93	$ 34.18
ROSATI	30	LUCK O' THE ICE SOUR APPLE FLV	35475-4	90/4.4OZ	135	Y	$ 32.93	$ 34.18
RUIZ	31	CHICKEN TAQUITO	40818	140/2.75OZ		Y	$ 54.63	$ 56.71
SKY BLUE FOODS	32	51% WW CINNAMON SWIRL	WCSW272	72/2OZ		Y	$ 28.99	$ 30.09
SKY BLUE FOODS	33	WG CORN BREAKD LOAF IW	CBLD296	96/2.5OZ		Y	$ 31.35	$ 32.54
SKY BLUE FOODS	34	PUMPKIN BREAD	WBSPK270	70/3.4OZ		Y	$ 37.18	$ 38.59
SKY BLUE FOODS	35	WG SWEET POT CINN ROLL	WSPR250	72/2.6OZ		Y	$ 29.57	$ 30.70

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SKY BLUE FOODS	36	WG BLUEBERRY CRUMB CAKE	BCR272	72/3OZ		Y	$ 31.61	$ 32.81
SPIRITED FOODS	37	ALASKAN BRD POLLOCK STICKS	SF01011	4OZ (113G/4 STIX)		Y	$ 32.32	$ 33.54
WAWONA	38	MIXED FRUIT TROPICAL CAL BLEND	2126	2/5LB		Y	$ 20.23	$ 21.00
WAWONA	39	4 BERRY BLEND IQF	4453	53/3.01OZ		Y	$ 23.63	$ 24.53

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed $100,000.
- The SFA's annual contract with a vendor exceeds $100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds $100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds $100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed $100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of $100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of $100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the $100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the $100,000 threshold by entering into multiple contracts; each of which do not equal or exceed $100,000, but the aggregate amount of all the contracts will equal or exceed $100,000.

- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than $100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- *Suspension and Debarment Certification*

  1. The SFA must include this certification in all RFPs that result in an annual contract in excess of $100,000.

  2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds $100,000 annually in federal funds.

  3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

- *Certification Regarding Lobbying*

  1. SFAs receiving in excess of $100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

  2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of $100,000 in federal funds. **Retain** the certifications with bid documents.

  3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact your Nutrition Services Division representative, or the Field Services unit at 916-445-0850 or 800-952-5609.

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Ontario, CA 91761

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by ☐ any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, 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:		Agreement Number:
Downey Unified School District #19-64451		**18/19-01 Dry, Refrigerated & Frozen Food**
Address of School Food Authority: **11627 Brookshire Ave., Downey, CA 90241**		
Printed Name and Title of Submitting Official: **Christine Woods, Director, Food Services**	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company: GOLD STAR FOODS		
Printed Name and Title: Giselle Norton Contracts Manager Gold Star Foods, Inc.	Signature:	Date: 5/29/18
Name of School Food Authority:		Agreement Number: Bid # 18/19-01

G:SNP:LOBBYING CERT

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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 bid 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 ON REVERSE)

(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.

Downey Unified School District — Name of School Food Authority

18/19-01 Dry, Refrigerated& Frozen Food — Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Giselle Norton — Printed Name
Contracts Manager — Title
Gold Star Foods, Inc.

Signature — Date: 5/29/18

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4323
Ontario, CA 91761

G:SNP:DEBARMENT

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.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046

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: 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: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: $	
• 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)		
• Amount of Payment (check all that apply): $_____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

None

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____	Other; specify: _____ None
• 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	
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: _____ Print Name: Giselle Norton Title: Contracts Manager Gold Star Foods, Inc. Telephone No: (909) 843-9600 Date: 5/29/18
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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 Bid (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
91761

GOLD STAR FOODS

Hazard Analysis Critical Control Points (H.A.C.C.P.) Program

SQF INSTITUTE
One world. One standard.

January 2017

• 3781 East Airport Drive • Ontario, CA, 91761 • Phone (909) 843-9600 • Fax (909) 843-9659 •
www.goldstarfoods.com

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
Joe Villarreal	SVPO	HACCP Team Member	35 years of Food Operations and Distribution experience
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner	SQF Practitioner trained HACCP certified
Erick Osorio	Director of Warehouse	(323) 492-3977	HACCP trained
Octavio Salazar	Director of Transportation	(909) 437-9513	HACCP Trained
Richie Cabrera	Inventory Control	(909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	(626) 428-9340	HACCP Trained
Edwin Quinteros	QC Manager Produce	(626) 428-9340	HACCP trained

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.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services
Purchasing Department
11627 Brookshire
Avenue
Downey, Ca. 90241-7017
Phone: (562) 469-6533 Fax: (562) 469-6536

ADDENDUM #1

May 15, 2018

Bid #18/19-01

Bid Title: Food Service Dry, Refrigerated and Frozen Food

Attention Bidder:

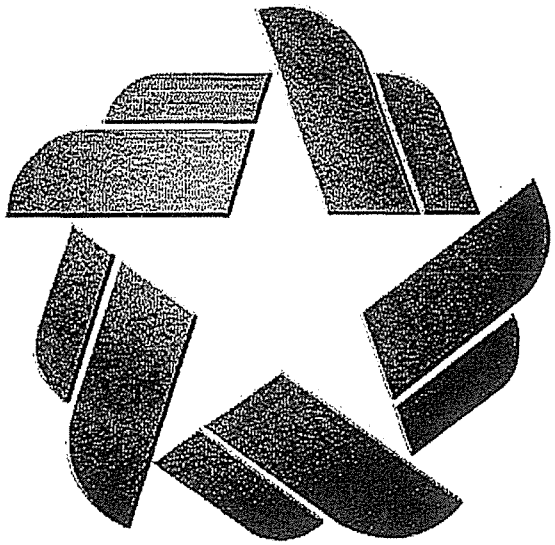
The following change will be made to the referenced bid:

BID DUE DATE CHANGED TO: **JUNE 1, 2018 at 11:00 A.M.**

If you have any questions please contact Barbara Savage, Buyer at (562) 469-6534.

Darren Purseglove, C.P.M.
Director, Purchasing and Warehouse

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761



GOLD STAR FOODS

CUSTOMER WEB PORTAL

www.goldstarfoods.com

3781 East Airport Drive

Ontario, CA 91761

(909) 846-9600

Revised May 2013

GOLD STAR FOODS

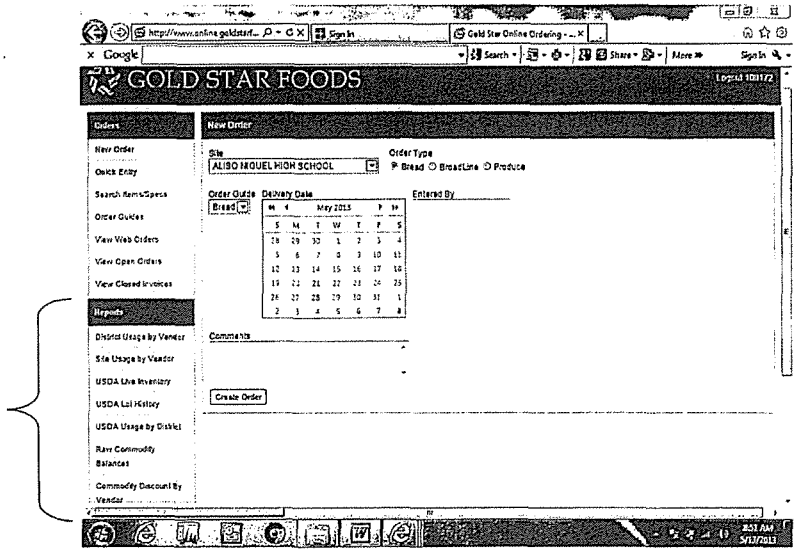
- **Nutritionals -** All product nutritionals are available on the Gold Star Web Site and Web Portal. Customers can access virtually all stocked items at Gold Star's nutritional information. These are also "hyperlinked" in the Order Guide for quick access.

- **Search and Query** - Through the Microsoft NAV system, Gold Star is now able to offer districts the ability to search items using multiple search criteria. These include Gluten Free, SB12 Compliant, Whole Grain Counts, Protein contributions, Low Sodium, etc. When you are searching for an item this 24 hr. access enables you to source items and pricing immediately based on YOUR criteria.

- *Online Database New for the 2012-13 School Year and available to some Distribution Customers at no charge is a comprehensive database to evaluate products based on the characteristics and parameters critical to the regulations in the Healthy Hunger Free Act. This also will include allergens, composition, etc.*

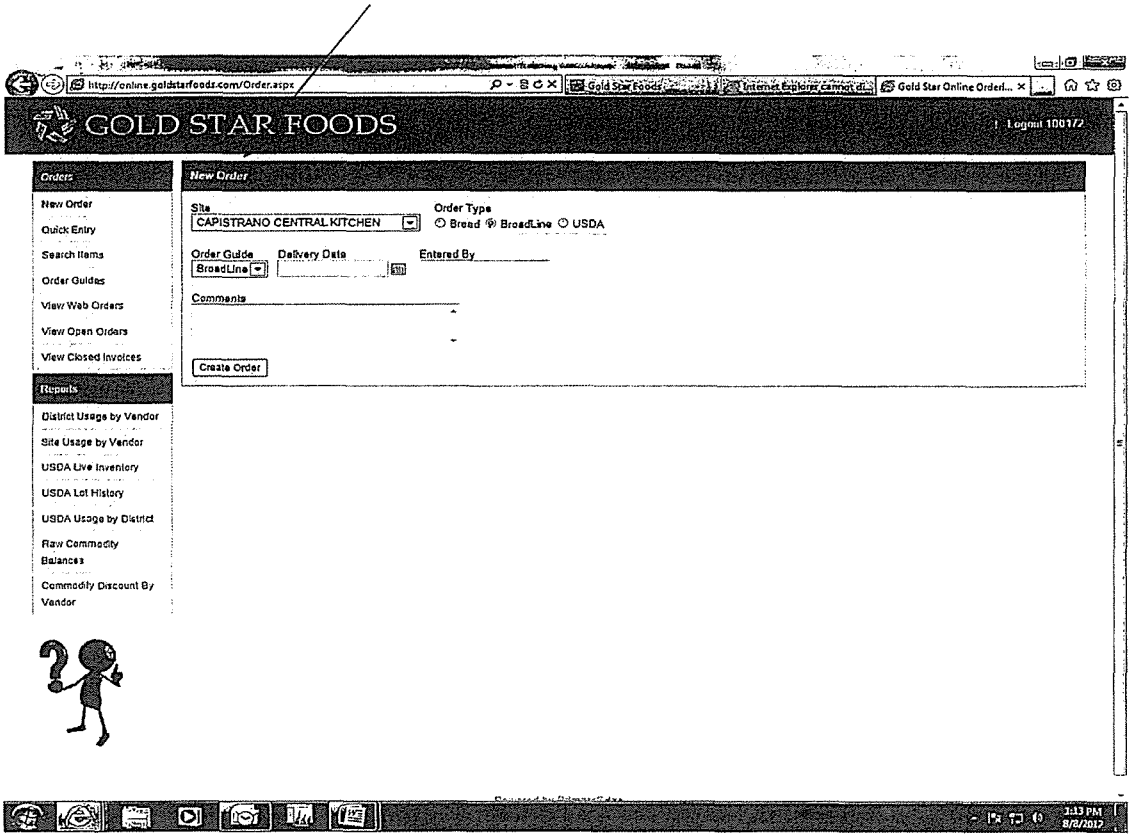
- **Reporting** - All usage reports are available 24hours a day via the Gold Star web portal. These can be exported in a data set compatible with the district's inventory systems or via MS Excel for use internally at the district.

  - ✓ District Usage by Vendor – see what your district as a whole has purchased from Gold Star
  - ✓ Site Usage by Vendor – see what a specific site has purchased from Gold Star
  - ✓ USDA Live Inventory – see what USDA items you have at Gold Star
  - ✓ USDA Lot History – see all USDA ever received into Gold Star on behalf of your district
  - ✓ USDA Usage by District – see what USDA items you've purchased from Gold Star
  - ✓ Raw Commodity Balances – Your real time raw commodity balances at vendors
  - ✓ Commodity Discount by Vendor – see what your discount per case will be with commodities as well as what the draw down per case is for each item



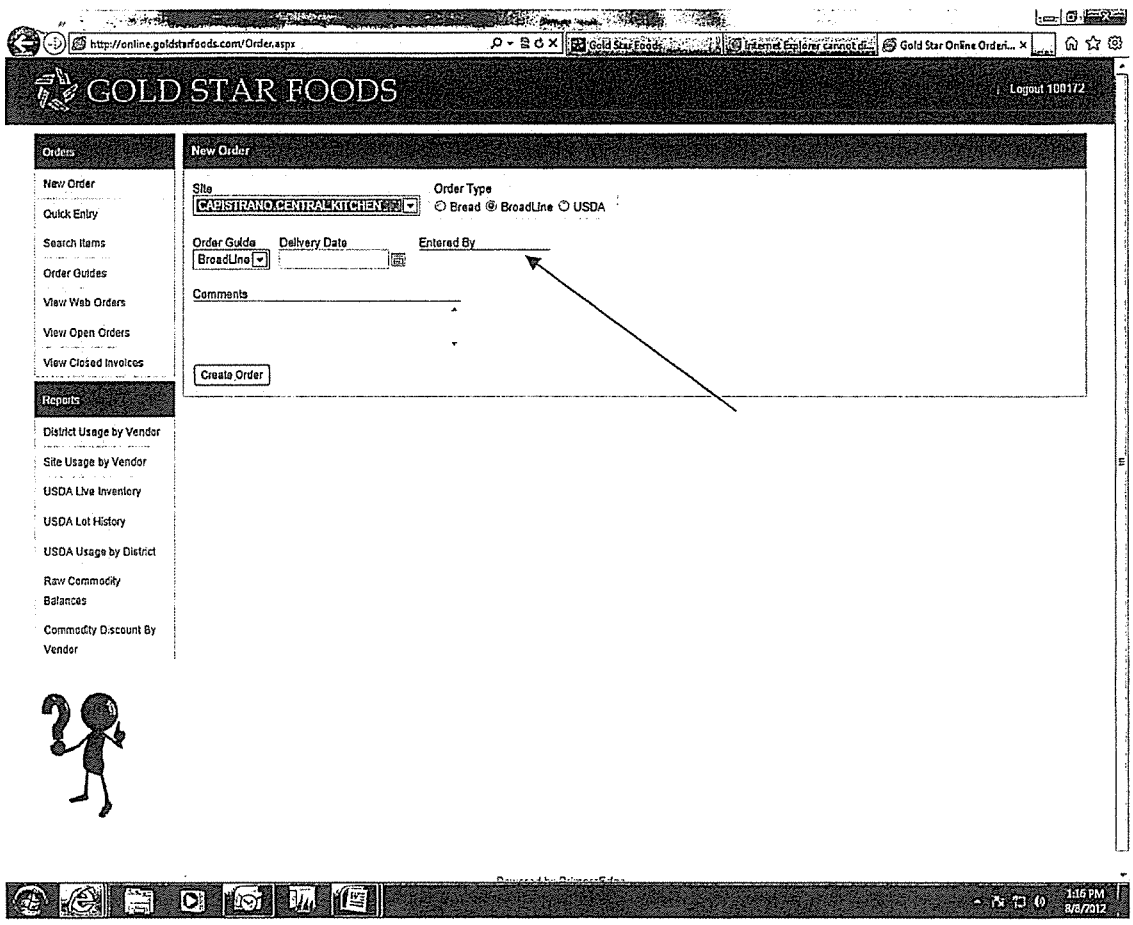
GOLD STAR FOODS

It will take you to "NEW ORDER" so you can place your order.



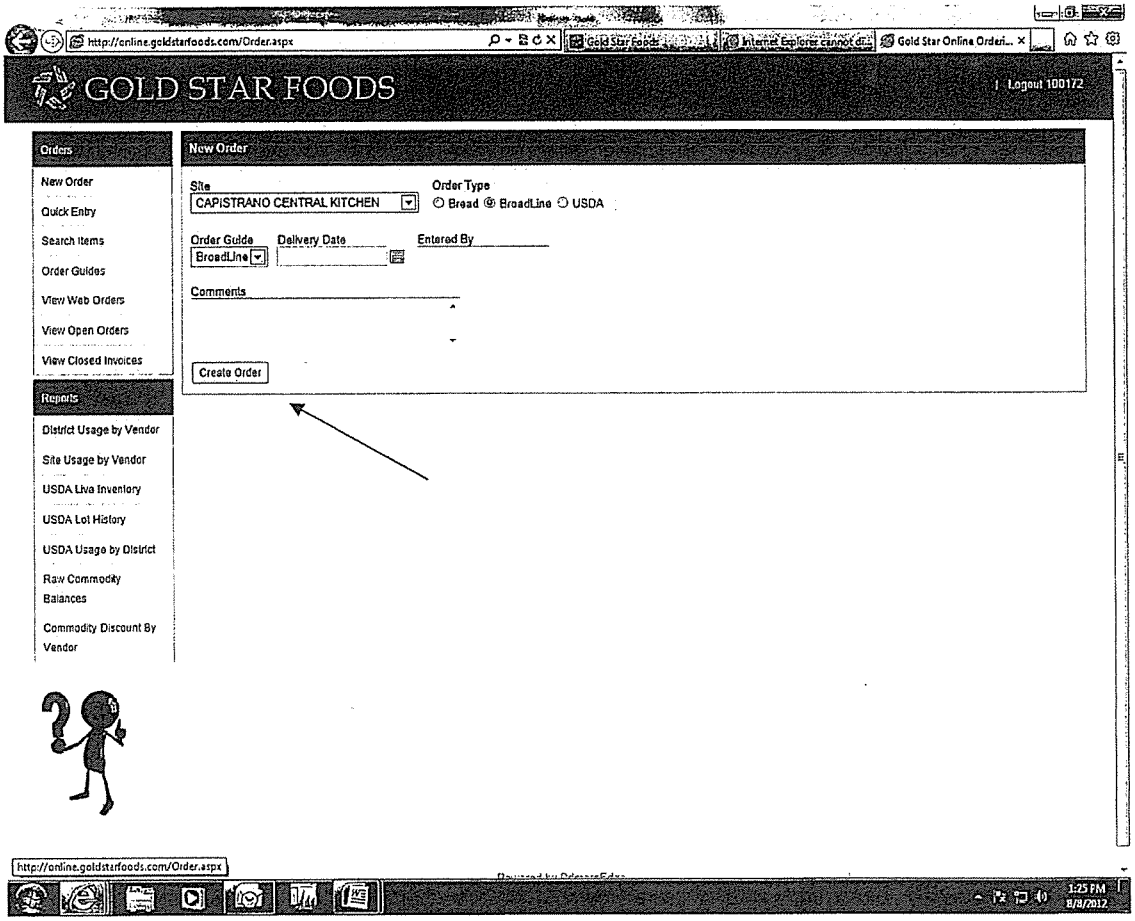
GOLD STAR FOODS

Select an Order Type. Either Bread (fresh bread), Broadline (Frozen, Dry, Produce, etc.), or USDA (USDA/Brown Box items only).



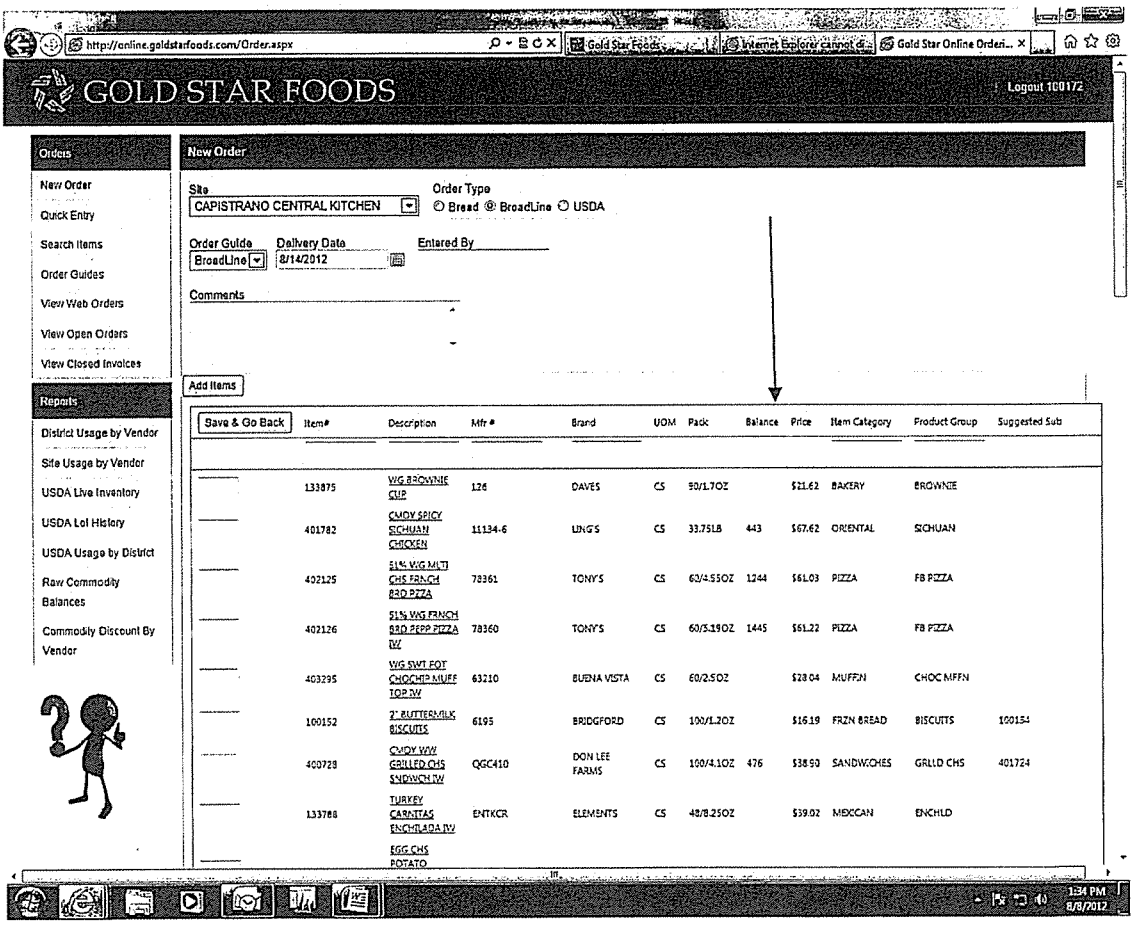
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Click on Create Order



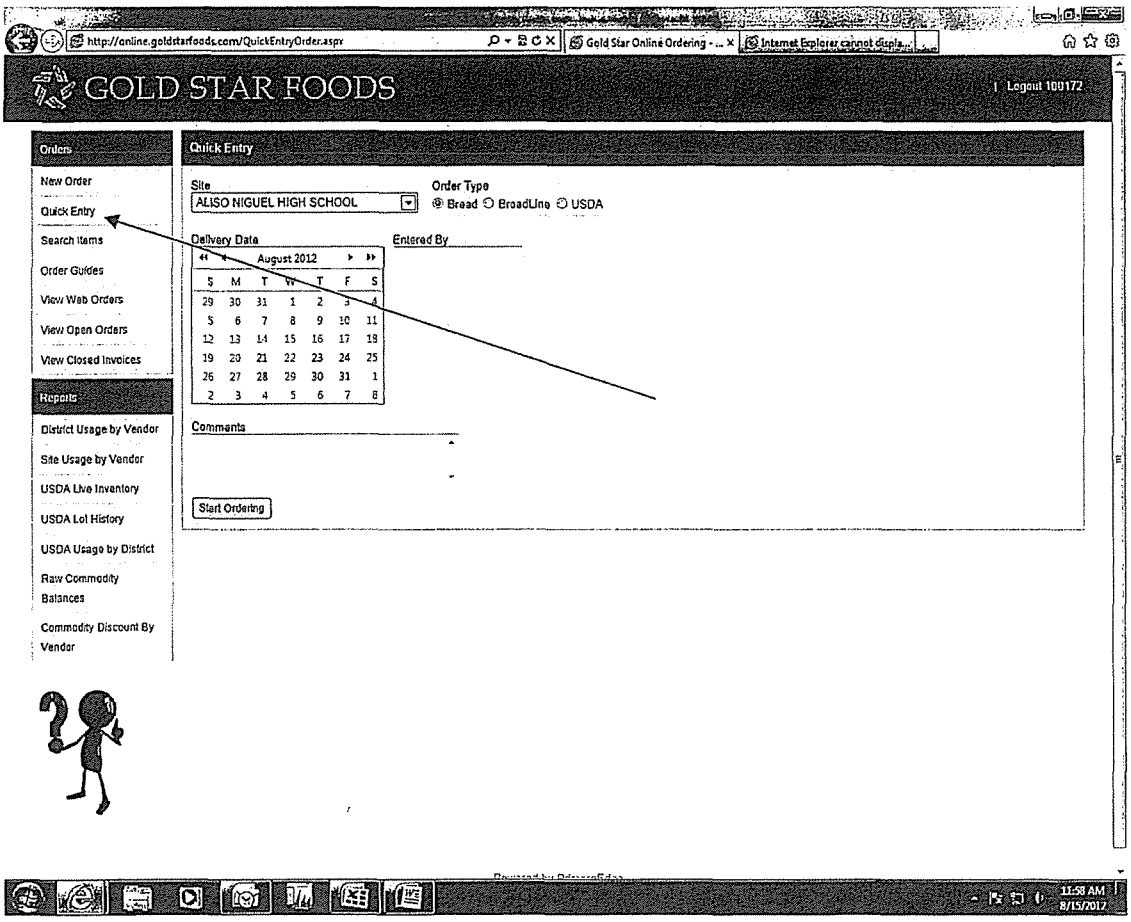
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As you are ordering, pay special attention to your "Balance" which shows how many cases are available to you in commodity processed.



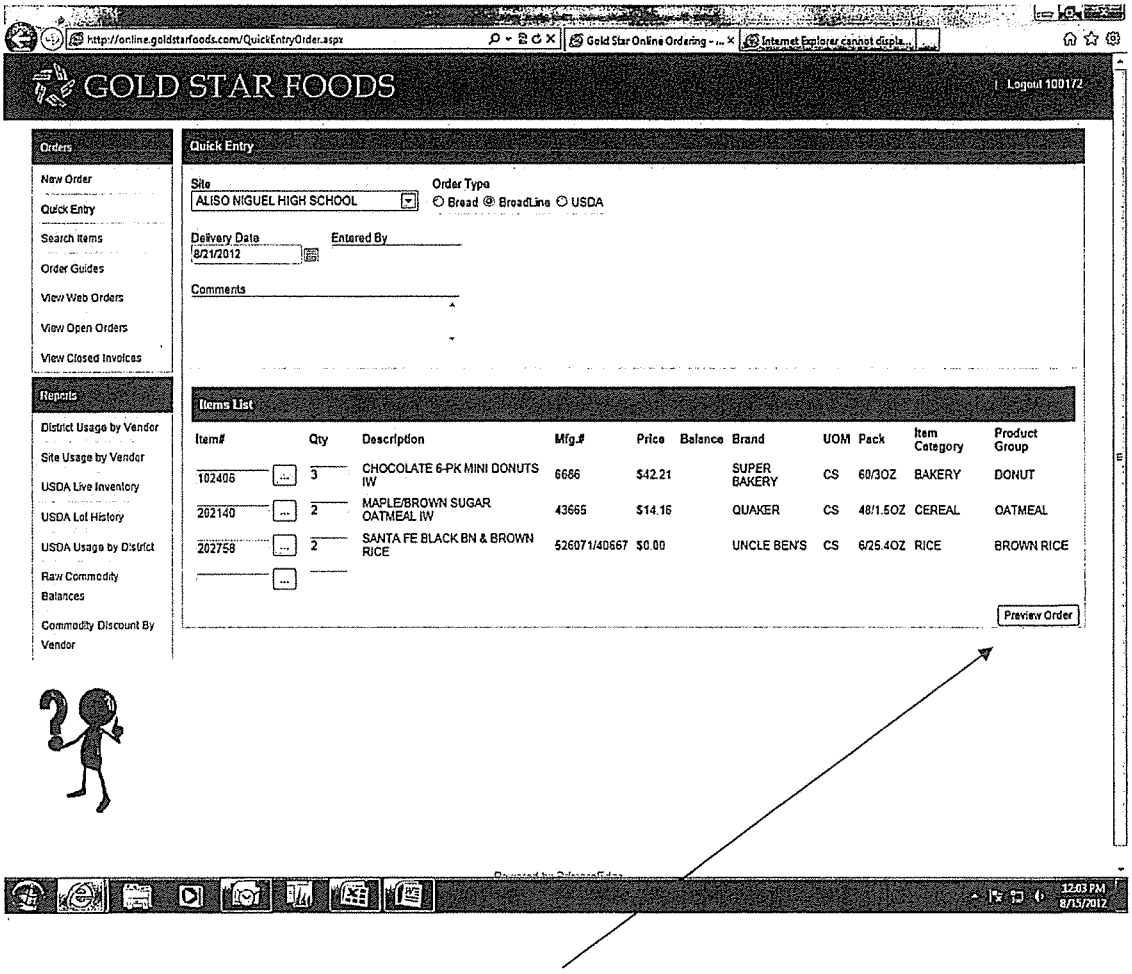
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Another option for order entry is "Quick Entry"



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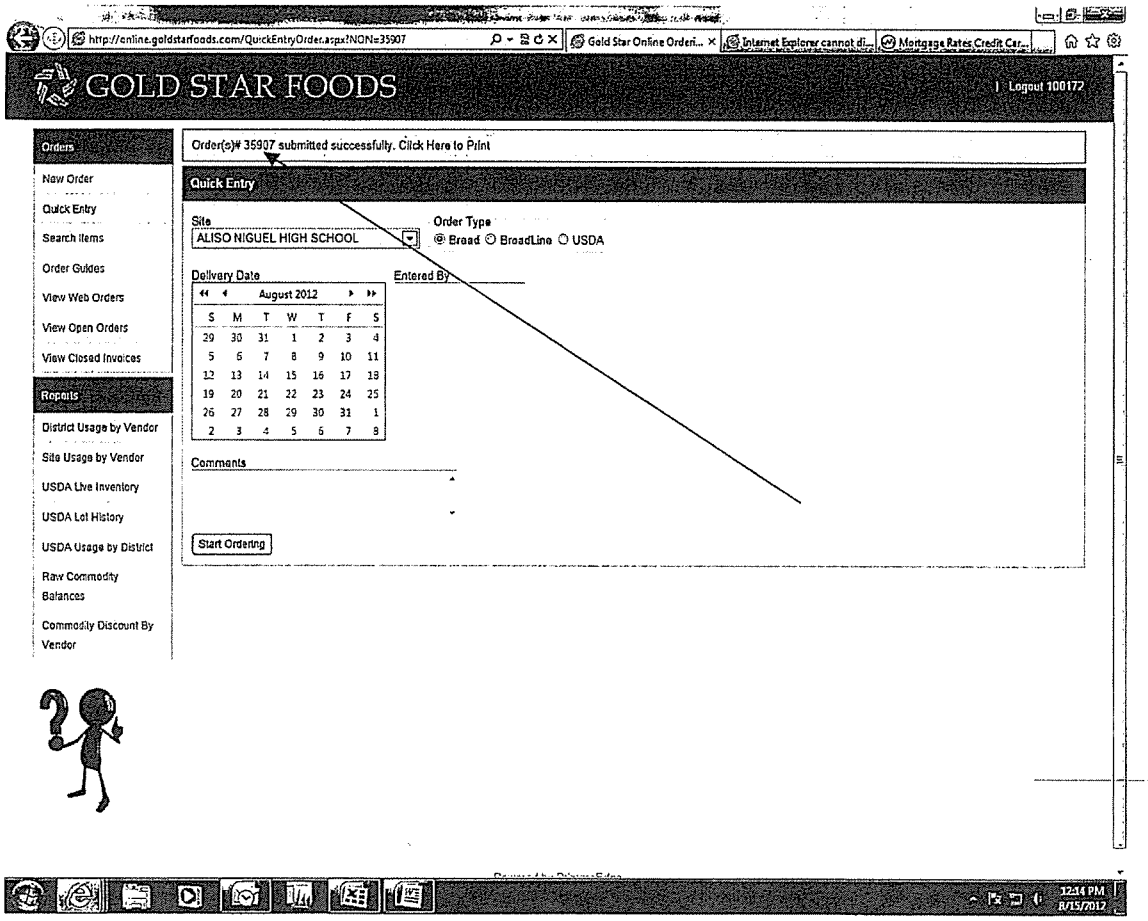
After keying in your items, click on Preview Order.



GOLD STAR FOODS

Once submitted you will be given an order number and the option to print. You will also be e-mailed an order confirmation if you prefer to print later.

Then you are all done!



Order changes or add-on:

If you need to make changes to your order or add something on, please call or e-mail your Gold Star Foods Customer Service Representative and reference your order number.

District Name:	Downey Unified School District														
BID 18/19-01															
BID Worksheet						Processed USDA Foods					Commercial Equivalents				
Instructions: Indicate Delivered Cost per case in yellow highlighted columns for each item. Indicate whether item meets Buy American Provision in marked columns.							Net Off Invoice	Net Off Invoice	Fee for Service	Fee for Service					
Manufacturer	Line No.	Item Description	Commodity Item Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)	Commercial Item Manufacturer Code	Pack	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Super Co-Op Items OR COMMODITY						Yes/No							Yes/No		
20TH CENTURY FOOD	1	WG BROWNIE IW	772A20W	144/2OZ	50	Y	$54.85	$57.05	$0.00	$0.00	772A20W	144/2OZ	Y	$57.93	$60.13
ADVANCE PIERRE	2	CMDY PORK SAUSAGE LINK	3755	150/1.2OZ	450	Y	$0.00	$0.00	$28.39	$28.39	3855	150/1.2OZ	Y	$65.12	$67.59
ADVANCE PIERRE	3	CMDY DELUXE BEEF STEAK BURGER	1-15-320-09	150/2.01OZ	250	Y	$0.00	$0.00	$35.72	$35.72	15-320-09	150/2.01OZ	Y	$69.52	$72.16
ADVANCE PIERRE	4	CMDY HONEY BBQ GRLD PRK RIBBQ	3717	100/3.25OZ	150	Y	$0.00	$0.00	$30.69	$30.69	3817	100/3.25OZ	Y	$52.93	$54.94
ADVANCE PIERRE	5	CMDY BEEF CRUMBLES	9737	5/5LB	200	Y	$0.00	$0.00	$47.07	$47.07	9737	5/5LB	Y	$37.57	$37.57
ADVANCE PIERRE	6	WG PB & GRAPE JELLY GRHM WAFER	A1290	160/2.3OZ	75	Y	$73.37	$76.55	$0.00	$0.00	A1290	160/2.3OZ	Y	$83.84	$87.03
ARDELLAS	7	CMDY 6 1/2 WG BREADSTICK MOZZ	90158	96/2OZ	500	Y	$0.00	$0.00	$37.74	$37.74	90158	96/2OZ	Y	$48.79	$50.65
BIG DADDY'S	8	PRIMO 16" WG PEPPERONI PIZZA	78638	9/41.5OZ	40	Y	$62.51	$65.37	$0.00	$0.00	78638	9/41.5OZ	Y	$75.55	$78.42
BUENA VISTA	9	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$42.23	$43.87	$0.00	$0.00	90040	72/4OZ	Y	$43.29	$44.94
DON LEE FARMS	10	CMDY CHARBOILED BF STEAK BURGR	CNQ11400W	60/4OZ	1900	Y	$0.00	$0.00	$25.25	$25.25	CNQ11400W	60/4OZ	Y	$20.25	$20.25
DON LEE FARMS	11	CMDY BEEF TACO CRUMBLE FILLING	CNQ85104	4/10LB	40	Y	$0.00	$0.00	$65.00	$65.00	CNQ85104	4/10LB	Y	$52.00	$52.00
GILARDI	12	WG THREE CHS CALZONE	16272-20120	60/4.69OZ	300	Y	$39.75	$41.63	$0.00	$0.00	16272-20120	60/4.69OZ	Y	$49.63	$51.52
GOLD KIST	13	FC DK/MT PATTY CHIX SAUS	6390	355/1.35OZ	300	Y	$67.03	$71.55	$0.00	$0.00	6390	355/1.35OZ	Y	$119.04	$123.56
GOLD KIST	14	WG BRD CHIX BRST FILLET	7516	120/4OZ	900	Y	$88.10	$92.29	$0.00	$0.00	7516	120/4OZ	Y	$110.28	$114.47
GOLD KIST	15	H&S WG BRD CHX BRST FIL	7517	120/4OZ	450	Y	$88.10	$92.29	$0.00	$0.00	7517	120/4OZ	Y	$110.28	$114.47
GOLD KIST	16	FC WG W/M BRD CHIX BITES	7518	128/3.75OZ	555	Y	$88.10	$92.29	$0.00	$0.00	7518	128/3.75OZ	Y	$110.28	$114.47
GOLD KIST	17	WG A+ BREADED TENDERLOINS	7572	110/4.35OZ	750	Y	$65.67	$69.05	$0.00	$0.00	7572	110/4.35OZ	Y	$89.00	$92.38
GOLD KIST	18	CMDY FC WG BRD CHX BPC-CUP UP	7812	35LB	780	Y	$0.00	$0.00	$0.00	$0.00	7812	35LB	Y	$65.95	$68.46
GOLD KIST	19	WG BRD DK MT CHIX SMCKRS	110458	30LB	675	Y	$59.00	$62.62	$0.00	$0.00	110458	30LB	Y	$95.32	$98.94
INTEGRATED	20	LOW SODIUM CHILI CHS DOG IW	952000	72/4.5OZ	70	Y	$55.84	$58.10	$0.00	$0.00	952000	72/4.5OZ	Y	$59.56	$61.82
INTEGRATED	21	CMDY WG GRILLED CHEESE	C70303	72/4.19OZ	10	Y	$0.00	$0.00	$43.18	$43.18	703003	72/4.19OZ	Y	$59.85	$62.13
JENNIE O	22	ALL NTRL OVN RST TRKY BRST SLC	2318-12	6/21LB	530	Y	$38.57	$40.98	$0.00	$0.00	2318-12	6/21LB	Y	$63.66	$66.08
JENNIE O	23	ALL NATURAL UNCURED TRKY HAM	2568-21	6/21B	330	Y	$33.23	$35.15	$0.00	$0.00	2568-21	6/21B	Y	$50.63	$52.56
JENNIE O	24	PRE COOKED TURKEY BACON BITS	8716-02	12/1-1.5LB	30	Y	$168.59	$175.84	$0.00	$0.00	8716-02	12/1-1.5LB	Y	$190.98	$198.23
JENNIE O	25	1/2" DICED TURKEY HAM	6409	2/5LB	70	Y	$26.42	$27.99	$0.00	$0.00	6409	2/5LB	Y	$41.22	$42.78
JENNIE O	26	TURKEY TACO CRUMBLE	6398-40	8/5LB	100	Y	$118.55	$124.92	$0.00	$0.00	6398-40	8/5LB	Y	$167.80	$174.18
JTM	27	THREE BEAN VEGETABLE CHILI	5383	6/5LB	25	Y	$52.04	$54.04	$0.00	$0.00	5383	6/5LB	Y	$52.78	$54.78
JTM	28	CMDY RS BF MTBLS W/MUSHROOMS	CP5053	6/5LB	150	Y	$0.00	$0.00	$45.05	$45.05	CP5053	6/5LB	Y	$36.05	$36.05
LAND O LAKES	29	WG MAC & CHEESE	43292	6/5LB	660	Y	$44.88	$47.13	$0.00	$0.00	43292	6/5LB	Y	$59.33	$61.58
LAND O' LAKES	30	CHEESE, SHREDDED CHEDDAR	41749	4/5LB	150	Y	$17.87	$19.81	$0.00	$0.00	41749	4/5LB	Y	$50.98	$52.91
LAND O' LAKES	31	CHEESE, SLICED AMERICAN	46255	6/5LB	50	Y	$28.58	$31.03	$0.00	$0.00	46255	6/5LB	Y	$64.61	$67.06
LAND O' LAKES	32	STRING CHEESE	59701	168/1OZ	500	Y	$17.06	$18.37	$0.00	$0.00	59701	168/1OZ	Y	$34.44	$35.75
LAND O' LAKES	33	MILD CHEDDAR CHS STICK IW	44879	168/1OZ	60	Y	$20.91	$22.37	$0.00	$0.00	44879	168/1OZ	Y	$38.29	$39.75
LAND O' LAKES	34	CO-JACK CHEESE STICK IW	44877	168/1OZ	30	Y	$20.91	$22.37	$0.00	$0.00	44877	168/1OZ	Y	$38.29	$39.75
LOS CABOS	35	CH & TRKY SAUSG GRN/CHL SAISA	98375	120/3.75OZ	50	Y	$70.32	$73.24	$0.00	$0.00	98375	120/3.75OZ	Y	$77.04	$79.96
MCCAIN	36	CRISPY SEASONED WEDGES 8-CUT	1000000496	6/5LB	350	Y	$27.24	$28.49	$0.00	$0.00	1000000496	6/5LB	Y	$32.96	$34.22
ORE-IDA	37	PLAIN POTATO TATER TOTS	OIF00215A	6/5LB	450	Y	$18.46	$19.38	$0.00	$0.00	OIF00215A	6/5LB	Y	$24.18	$25.10
PIAZZA	38	16" WG 10 CUT CHEESE PIZZA (WILD MIKES)	20211	90/5.49OZ	650	Y	$63.42	$66.54	$0.00	$0.00	20211	90/5.49OZ	Y	$82.06	$85.18
PIAZZA	39	16" WG 10-CUT PEPPERONI PIZZA (WILD MIKES)	20210	90/5.5OZ	650	Y	$67.05	$70.21	$0.00	$0.00	20210	90/5.5OZ	Y	$83.26	$86.42
ROSE & SHORE	40	CMDY SHREDDED PORK CARNITAS	790	4/10LB	80	Y	$0.00	$0.00	$67.60	$67.60	790	4/10LB	Y	$55.60	$55.60
SIMPLOT	41	JR BUFFALO SLICES	479208/ 10071179479208	6/4LB	820	Y	$20.62	$21.58	$0.00	$0.00	479208	6/4LB	Y	$25.20	$26.15
SIMPLOT	42	JR BUFFALO FRIES (SIDEWINDERS)	1.00712E+13	6/4LB	160	Y	$20.62	$21.58	$0.00	$0.00	1.00712E+13	6/4LB	Y	$25.20	$26.15
SMUCKERS	43	WG PB& STRAW UNCRUSTABLE	5150006961	72/2.6OZ	160	Y	$40.28	$41.96	$0.00	$0.00	5150006961	72/2.6OZ	Y	$44.07	$45.75
SMUCKERS	44	WG PB & GRAPE UNCRUSTABLE	5150006960	72/2.6OZ	3720	Y	$38.38	$39.98	$0.00	$0.00	5150006960	72/2.6OZ	Y	$42.17	$43.77
SUNNY FRESH	45	BACON & CHS EGG STRAVAGANZA	40828	4/5LB	160	Y	$49.50	$51.62	$0.00	$0.00	40928	4/5LB	Y	$55.85	$57.97
SUNNY FRESH	46	PRE COOKED SCRAMBLED EGGS	40827/40827	4/5LB	195	Y	$29.23	$30.64	$0.00	$0.00	40827/40827	4/5LB	Y	$36.91	$38.32
TONY ROBERTS	47	WG 6" GARLIC CHEESE TOAST BULK	66256	60/4.3OZ	1000	Y	$42.79	$44.88	$0.00	$0.00	66256	60/4.3OZ	Y	$55.01	$57.10
TONYS	48	WG TKY SAUSAGE BREAKFAST PIZZA	63912	128/3.31OZ	810	Y	$43.34	$45.20	$0.00	$0.00	63912	128/3.31OZ	Y	$49.16	$51.03
TONYS	49	WG BRKFST SQUARE W/ SAUS (COUNTRY GRAVY)	78352	128/3OZ	200	Y	$47.78	$49.78	$0.00	$0.00	78352	128/3OZ	Y	$52.77	$54.77
TYSON	50	DK WG BRD TRAD DRUMSTICKS	666010-0928	108/4.4OZ	510	Y	$71.50	$75.44	$0.00	$0.00	666010-0928	108/4.4OZ	Y	$93.15	$96.68
TYSON	51	CHICKEN FAJITA	003522-0928	8/4.99LB	70	Y	$100.87	$106.57	$0.00	$0.00	003522-0928	8/4.99LB	Y	$150.02	$155.72
YANGS	52	100% WG MANDARIN ORNG CHX	8-52724-15552-4	6/5LB	550	Y	$129.66	$135.27	$0.00	$0.00	8-52724-15552-4	6/5LB	Y	$147.76	$153.37
YANGS	53	100% BBQ TRYKI CHICKEN	8-52724-15554-8	6/5LB	480	Y	$112.81	$117.93	$0.00	$0.00	8-52724-15554-8	6/5LB	Y	$134.66	$139.77
Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)	Commercial Item Manufacturer Code	Pack	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Potential New Items (Commodity)						Yes/No							Yes/No		
ARIZONA GOLD	1	BURRITO WG EGG CHSE CHORIZO	3710320B	54/3.2OZ	40	Y	$29.72	$30.96	$0.00	$0.00	3710320B	54/3.2OZ	Y	$32.60	$33.84
GOLD KIST	2	DICED CHICKEN	1230	30LB	400	Y	$67.27	$71.05	$0.00	$0.00	1230	30LB	Y	$99.51	$103.29
GOLD KIST	3	ITALIAN STYLE CN CHICKEN MEATBALLS	6410	30LB	100	Y	$0.00	$0.00	$0.00	$0.00	6410	30LB	Y	$115.72	$120.11
GOLD KIST	4	WHOLE MUSCLE GRLLD FILLET	7520	4/5LB	80	Y	$81.42	$85.29	$0.00	$0.00	7520	4/5LB	Y	$101.78	$105.65
GOLD KIST	5	4 PIECE ROASTED BREAST AND THIGH	88013	30LB	90	Y	$0.00	$0.00	$0.00	$0.00	88013	30LB	Y	$109.10	$113.24
GOLD KIST	6	SPICY GUAJILLO TENDERLOINS	7576	110/30LB	200	Y	$0.00	$0.00	$0.00	$0.00	7576	110/30LB	Y	$91.24	$94.71
JENNIE O	7	SLICED 3/4 OZ CANADIAN HAM	2031	8/3.1LB		Y	$75.53	$79.75	$0.00	$0.00	2031	8/3.1LB	Y	$111.28	$115.51
JENNIE O	8	SLCD 3/4 OZ CANADIAN HAM	2031-35	8/3.1LB		Y	$60.66	$64.02	$0.00	$0.00	2031-35	8/3.1LB	Y	$88.41	$91.77
JTM	9	CMDY COOKED DICED PORK	CP5888	6/5LB	30	Y	$0.00	$0.00	$67.50	$67.50	CP5888	6/5LB	Y	$125.10	$129.85

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JTM	10	CMDY BEEF PHILLY STEAK	CP5813	6/5LB	50	Y	$0.00	$0.00	$64.72	$64.72	CP5813	6/5LB	Y	$52.72	$52.72
JTM	11	DICED TURKEY COOKED	5889	30LB	110	Y	$77.77	$82.47	$0.00	$0.00	5889	30LB	Y	$123.74	$128.44
JTM	12	WG RS MAC AND CHEESE LG ELBOW	5768	60OZ (170.1G)	75	Y	$41.80	$43.84	$0.00	$0.00	5768	60OZ (170.1G)	Y	$53.72	$55.76
JTM	13	ALFREDO SAUCE RF	5722	6/5LB	100	Y	$45.33	$47.56	$0.00	$0.00	5722	6/5LB	Y	$58.76	$60.99
JTM	14	CMDY COOKED DICED BEEF	CP5887	6/5LB	30	Y	$0.00	$0.00	$67.50	$67.50	CP5887	6/5LB	Y	$55.50	$55.50
NARDONE BROS	15	INDIVIDUAL 6" BUFFALO CHICKEN PIZZA	625WBC2	60/6OZ	20	Y	$0.00	$0.00	$0.00	$0.00	625WBC2	60/6OZ	Y	$56.71	$58.86
PIAZZA	16	WG CHEESE BITES (WILD MIKE'S)	11003	240/1OZ	300	Y	$54.64	$57.17	$0.00	$0.00	11003	240/1OZ	Y	$66.85	$69.39
SMUCKERS	17	WG PB& GRAPE UNCRUSTABLE LRG	5150021027	72/5.3OZ		Y	$69.75	$72.64	$0.00	$0.00	5150021027	72/5.3OZ	Y	$76.34	$79.24
SMUCKERS	18	WG PB& STRAW UNCRUSTABLE LRG	5150021028	72/5.3OZ		Y	$71.34	$74.39	$0.00	$0.00	5150021028	72/5.3OZ	Y	$80.16	$83.20
SUNNY FRESH	19	BASIC EGG PATTY	30245	390/1.4OZ	20	Y	$31.44	$32.95	$0.00	$0.00	30245	390/1.4OZ	Y	$39.78	$41.29
SUNNY FRESH	20	FIESTA CHEESE OMELET	40187	210/2.2OZ	20	Y	$67.27	$70.16	$0.00	$0.00	40187	210/2.2OZ	Y	$76.16	$79.05
SUNNY FRESH	21	COLBY CHEESE OMELET PRE COOKED	40176	225/2.1OZ	20	Y	$68.75	$71.71	$0.00	$0.00	40176	225/2.1OZ	Y	$78.16	$81.13
SUNNY FRESH	22	GRILLED EGG PATTIES	40710	369/1.25OZ	20	Y	$38.56	$40.37	$0.00	$0.00	40710	369/1.25OZ	Y	$47.88	$49.70
WAWONA	23	CMDY STRAWBERRY POP	4910	96/4.5OZ	60	Y	$0.00	$0.00	$25.19	$25.19	4910	96/4.5OZ	Y	$20.19	$20.19
WAWONA	24	CMDY MIXED BERRY POP	4920	96/4OZ	60	Y	$0.00	$0.00	$40.59	$42.09	4920	96/4OZ	Y	$57.94	$60.14

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Commercial Items						Yes/No		
AVOKING	1	GUACAMOLE TUBS	6125	3/6LB	150	Y	$42.93	$44.56
ADVANCE PIERRE	2	VEGGIE PATTIE WITH TRYKI SAUCE	9285	100/2.9OZ	50	Y	$41.82	$43.41
BAKE CRAFTERS	3	WG FRENCH TOAST STICKS	447	5/2LB	500	Y	$20.54	$21.32
BELL TASTY	4	TURKEY TACO NADA W	61T200W	60/5OZ	120	Y	$44.39	$46.08
BRIDGFORD	5	WHITE WHEAT CNNMN ROLL DOUGH	6719	144/2.5OZ	350	Y	$39.02	$40.51
BUENA VISTA	6	WG COFFEE CAKE IW	90040	72/4OZ	1000	Y	$43.29	$44.94
BUENA VISTA	7	WG PUMPKIN COOKIE IW	72820	150/1OZ	80	Y	$36.89	$38.29
BUENA VISTA	8	WG CHOC CHIP BROWNIE BITE IW	83330	120/1.3OZ	250	Y	$38.41	$39.87
BUENA VISTA	9	TURKEY COOKIE IW	73720	150/1OZ	80	Y	$36.89	$38.29
BUENA VISTA	10	WG RF C/CHIP COOKIE IW	79010	200/1OZ	650	Y	$41.46	$43.04
BUENA VISTA	11	WG RF CHOC/CHIP CKIE DGH	78010	216/1OZ	1500	Y	$35.67	$37.03
BUENA VISTA	12	WG BROWNIE IW	82220	96/2OZ	120	Y	$37.80	$39.24
BUENA VISTA	13	WG BLUE STAR COOKIE IW	74040	150/1.2OZ	80	Y	$36.89	$38.29
CALIFORNIA LAVASH	14	WG NAAN LAVASH	2102	5/20CT	10	Y	$31.94	$33.15
CH GUENTHER & SON	15	WG SIMPLE SPLIT BISCUIT	215812	144/2.25OZ	300	Y	$29.01	$30.11
DAVES	16	WG CRUMN SQUARE IW	325	45/2.2OZ	150	Y	$19.33	$20.06
DAVES	17	WG BROWNIE CUP IW	126	90/1.5OZ	75	Y	$24.27	$25.19
DEL REAL	18	SALSA MOLCAJETE VERDE	503-5	3/4LB	250	Y	$21.41	$22.23
DEL REAL	19	WG CHEESE & GREEN CHILI TAMALE	766	48/5OZ	200	Y	$45.09	$46.80
DEL REAL	20	WG CHICKEN GREEN TAMALE	783	48/6OZ	300	Y	$55.04	$57.13
DEL REAL	21	SALSA MOLCAJETE ROJA	504-5	3/4LB	125	Y	$21.41	$22.23
DEL REAL	22	SHREDDED CARNITAS	101	5/4LB	550	Y	$98.57	$102.32
DEL REAL	23	CHICKEN TAMALES IN GREEN SAUCE	124	48/5OZ	550	Y	$44.01	$45.68
DEL REAL	24	WG CHICKEN TAMALE RED SAUCE	767	48/5OZ	400	Y	$45.09	$46.80
DEL REAL	25	BEAN & CHEESE PUPUSA	705	8/5CT	350	Y	$40.90	$42.46
DEL REAL	26	SHREDDED BEEF	222	4/5LB	400	Y	$114.18	$118.52
DON LEE	27	PROTEIN VEGGIE PATTIES	CN10325	72/3.2OZ	50	Y	$72.52	$75.28
EISENBERG	28	6" ALL NATRUAL BF FRANKS 8/1	119	2/5LB	650	Y	$42.44	$44.05
FIESTA SANTA FE	29	WG BEAN & CHS BURRITO WRAP IW	FFC60575WG	60/5.75OZ	650	Y	$51.52	$53.48
FRESH PRODUCE	30	EDAMAME FRZN SHELLED 1/24#	F997	1/24LB	75	Y	$31.37	$32.56
GOLDEN CRUST	31	CHOCOLATE CHIP MUFFIN, 4OZ	8505	48/CS	6000	Y	$27.32	$28.35
HILLSHIRE	32	HAM PATTY	31339/414148	1/12LB	450	Y	$27.37	$28.41
J&J SNACK FOODS	33	BENEFIT BRKFST BAR OAT/CHOC IW	40401	48/2.5OZ	1650	Y	$23.17	$24.05
J&J SNACK FOODS	34	BENEFIT BRFST BAR BAN/CHOC IW	40402	48/2.5OZ	1200	Y	$23.17	$24.05
J&J SNACK FOODS	35	BENEFIT BAR FRENCH TOAST	40404	48/2.5OZ	100	Y	$21.95	$22.78
KRUSTEAZ	36	WG BUTTERMILK PANCAKES 4"	80349/477115	144/CS	750	Y	$18.49	$19.19
LINGS	37	51% WG CHOW MEIN	301-6	14LB	400	Y	$23.33	$24.22
LUPITAS	38	WG VARIETY PACK CONCHA IW	1450	84/2.25OZ	1500	Y	$41.17	$42.73
MARZETTI	39	WG WHEAT GARLIC TOAST	10541	14LB	660	Y	$27.63	$28.68
MARZETTI	40	DRESSING, THOUS ISLAND	83002	4/1GAL	150	Y	$27.51	$28.56
MARZETTI	41	DRESSING, ITALIAN	80034	4/1GAL	100	Y	$18.46	$19.16
PERDUE FARMS	42	WG FC CHIX BRST TNDR FRITTER	66210/615971	4/5LB	450	Y	$93.43	$96.97
PILLSBURY	43	FRENCH BREAD	10174	96/1.8OZ	200	Y	$31.57	$32.77
PILLSBURY	44	MINI CINNIS CINNAMON ROLLS IW	33686	72/2.29OZ	180	Y	$35.00	$36.33
PILLSBURY	45	MINI PANCAKES MAPLE BURST'N IW	37732	72/3.17OZ	200	Y	$30.84	$32.01
POSADA	46	WG CHICKEN TAQUITOS	46580011	70/3.48OZ	500	Y	$44.95	$46.66
REAL MEX FOODS	47	TOMATILLO SAUCE	15030	4/5LB	25	Y	$49.57	$51.46
RIDGEFIELDS	48	STRAWBERRY MANGO CUP	2015	84/4.4OZ	500	Y	$33.23	$34.49
RIDGEFIELDS	49	SIDEKICKS SOUR CHERRY LEMON ICE	2016	84/4.4OZ	350	Y	$33.23	$34.49
RIDGEFIELDS	50	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ	140	Y	$35.67	$37.03
ROMEROS	51	4.5" WHITE WG CORN TORTILLAS	145060	6/5DOZ	650	Y	$8.78	$9.11
ROSATI	52	EMOJI CHERRY/LIME ICE CUP	0-77222-35488-4	90/4.4OZ	300	Y	$32.93	$34.18
ROSATI	53	CRYBABY SOUR CHRRY ITALIAN ICE	7722235459	90/4.4OZ	525	Y	$32.93	$34.18
ROSATI	54	CRYBABY SOUR APPLE	35469-3	90/4.4OZ	300	Y	$32.93	$34.18
SARA LEE	55	STATE FAIR WG TURKEY CORN DOG	572549/28322	48/4OZ	1200	Y	$19.32	$20.05
SKY BLUE	56	HONEY BUN, 2.6OZ	WW85160	60/CS	3000	Y	$24.16	$25.08
SUPER BAKERY	57	CINNAMON SUPER STARS WG IW	9201	160/1.3OZ	75	Y	DISC BY VENDOR	DISC BY VENDOR
TABATCHNICK	58	HARTFORDS OWN OATMEAL	753	60/6OZ	100	Y	$49.38	$51.25
TONY ROBERTS	59	WG WHITE WHEAT BAGEL IW	19322	72/3OZ	1000	Y	$26.77	$27.78
TYSON	60	CHILI CRISPITOS	24569-821	72/CS	2000	Y	$33.43	$34.70
YOPLAIT	61	LF VANILLA YOGURT BULK	439	6/32OZ	150	Y	$15.26	$15.84

Manufacturer	Line No.	Item Description	Manufacturer Code	Pack	Estimated Quantity	Meets Buy American Provision?	Delivered Cost Per Case (Single Stop)	Delivered Cost Per Case (Multi Stop)
Potential New Items (Commercial)						Yes/No		
AMERICAN BEAN COMPANY	1	MEDITERRANEAN STYLE FALAFEL	1002-24	24LB		Y	$80.98	$84.05
ASIAN FOOD SOLUTIONS	2	WG RAMEN W/ MISO SOUP KIT	23001KIT	8/3LB		Y	$87.20	$90.51
ASIAN FOOD SOLUTIONS	3	WG YAKISOBA NOODLE UMAMI KIT	23003KIT	8/3LB		Y	$71.34	$74.05
ASIAN FOOD SOLUTIONS	4	WG UDON NOODLE SWEET SRIRACHA KIT	2300KIT	8/3LB		Y	$87.20	$90.51
BRAKEBUSH	5	FC GLUTEN FREE CHIX BRST STRPS	5810/572963	2/5LB		Y	$38.41	$39.87
DEL REAL FOODS	6	AL PASTOR	121	4/5LB		Y	$84.96	$88.19
DEL REAL FOODS	7	CARNE ASADA	207-20	10/2LB		Y	$140.77	$146.11

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DEL REAL FOODS	8	CHICKEN TINGA	303	4/5LB		Y	$67.32	$69.87							
DOLE	9	FROZEN FRUIT PUREES - MANGO	100-71202-10502-9	8/30OZ		Y	$42.07	$43.67							
DOLE	10	FROZEN FRUIT PUREES - STRAWBERRY	100-71202-17139-0	8/30OZ		Y	$36.22	$37.59							
FRESH BREAD	11	WHEAT & GLUTEN FREE RICE BREAD	163C6	6/16SLCS		Y	$22.06	$22.90							
MR SIPS	12	GLUTEN FREE BREAD SLICE IW	300156/544552	24/1.5OZ		Y	$11.72	$12.16							
MR SIPS	13	GF HOT DOG BUNS IW	0154/544550	24/3.5OZ		Y	$25.87	$26.85							
MR SIPS	14	GF HAMBURGER BUN IW	300155/544551	24/3.6OZ		Y	$25.91	$26.90							
MR SIPS	15	GLUTEN FREE CHICKEN CHUNKS	543033/300433	2/5LB		Y	$54.99	$57.08							
MR SIPS	16	GLUTEN FREE ALL BF CORN DOGS	300157	24CT		Y	$46.72	$48.49							
MR SIPS	17	GLUTEN FREE 6" CHS PIZZA IW	300151/542958	24/6.7OZ		Y	$48.57	$50.42							
MR SIPS	18	GF 6" PEPPERONI PIZZA IW	300153/545658	24CT		Y	$53.24	$55.27							
MR SIPS	19	GLUTEN FREE MAC AND CHEESE	300950/564576	16/5OZ		Y	$29.45	$30.57							
MR SIPS	20	GF CHICKEN CHUNKS	300152/545658	12/5.5OZ		Y	$34.82	$36.14							
O TASTY	21	VEGETABLE & CHKN POTSTICKER	44717	6/2.5LB		Y	$45.12	$46.84							
PERDUE FARMS	22	FC BREADED CHICKEN BREAST TENDERS, GLUTEN FREE	S6203	10LB		Y	$53.35	$55.38							
PILLSBURY	23	CIABATTA BREAD PRE-SLICED	137738000	96/1.8OZ		Y	$26.71	$27.72							
PILLSBURY	24	WG PANINI BREAD	1.00946E+13	1792/.82OZ		Y	$27.93	$28.99							
RIDGEFIELDS	25	SIDEKICK VEGGIE CHERRY	2021	84/4.4OZ		Y	$35.67	$37.03							
ROSATI	26	HAPPY BIRTHDAY CAKE FLAVOR	0-77222-35476-1	90/4.4OZ	135	Y	$32.93	$34.18							
ROSATI	27	HAPPY BIRTHDAY MANGO FLAVOR	0-77222-35477-8	90/4.4OZ	135	Y	$32.93	$34.18							
ROSATI	28	HIP HOPPIN ITALIAN ICE	35474	90/4.4OZ	135	Y	$32.93	$34.18							
ROSATI	29	MANGO CALIENTE	0-77222-35487-7	90/4.4OZ	135	Y	$32.93	$34.18							
ROSATI	30	LUCK O' THE ICE SOUR APPLE FLV	35475-4	90/4.4OZ	135	Y	$32.93	$34.18							
RUIZ	31	CHICKEN TAQUITO	40818	140/2.75OZ		Y	$54.63	$56.71							
SKY BLUE FOODS	32	51% WW CINNAMON SWIRL	WCSW272	72/2OZ		Y	$28.99	$30.09							
SKY BLUE FOODS	33	WG CORN BREAKD LOAF IW	CBLD296	96/2.5OZ		Y	$31.35	$32.54							
SKY BLUE FOODS	34	PUMPKIN BREAD	138890	70/3.4OZ		Y	$37.18	$38.59							
SKY BLUE FOODS	35	WG SWEET POT CINN ROLL	WSPR250	72/2.6OZ		Y	$29.57	$30.70							
SKY BLUE FOODS	36	WG BLUEBERRY CRUMB CAKE	BCR272	72/3OZ		Y	$31.61	$32.81							
SPIRITED FOODS	37	ALASKAN BRD POLLOCK STICKS	SF01011	4OZ (113G/4 STIX)		Y	$32.32	$33.54							
WAWONA	38	MIXED FRUIT TROPICAL CAL BLEND	2126	2/5LB		Y	$20.23	$21.00							
WAWONA	39	4 BERRY BLEND IQF	4453	53/3.01OZ		Y	$23.63	$24.53							
WAWONA	40	FESTIVAL BLEND	7249	53/3.01OZ		Y	$20.13	$20.90							

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LLOYD'S PEST CONTROL

BACKGROUND INFORMATION:
The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District would like to continue to have an agreement in place with Lloyd Pest Control to provide these services on a monthly basis for all kitchens, cafeterias and warehouse and the school sites in an "as needed basis."

The annual cost for the services provided on a monthly basis is estimated at $3,312.00 and for one-time services will be on an "as needed basis" based on quoted price at time of need up to $5,000.00.

RECOMMENDATION:
Approve/Ratify the agreement with Lloyd Pest Control for 2018-19 at an approximate cost of $8,312.00 from the Child Nutrition and General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$8,312.00	Child Nutrition & General Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

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Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$8,312.00 (Amount)	Child Nutrition & General Funds (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Lloyd Pest Control Company/Consultant	(619) 344-2307 / Service (800) 223-2847 Telephone Number
935 Sherman Street, San Diego, CA 92110 Address	Anthony.enriquez@lloydpest.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.

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

Initial Term:

From: July 1, 2018 To: June 30, 2019

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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) Termination for Cause. This Agreement may be terminated by the Service Provider 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 directed 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:	LLOYD PEST CONTROL, LLC
Name:	Anthony Enriquez
Title:	Account Manager
Address:	935 Sherman Street
City/State/Zip code:	San Diego, CA 92110
Telephone:	(619) 344-2307
Email:	Anthony.enriquez@lloydpest.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paloma Perez / Daniel Camberos
Title:	Chief Business Official	Nutrition Services / Landscaping
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 X3065
Email:	Marilyn.Adrianzen@sysd.k12.ca.us	

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 of the District on behalf of which his or her signature is made.//

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Gina A. Potter, Ed.D., Superintendent
Print Name, Title	Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Lloyd's Pest Control understands that 24-hour Warning postings and 72-hour Notices to District's parents and staff are required by California Ed. Code; therefore, Lloyd's will provide a 2-week notice to the District before performing any monthly/routine service or additional services that are requested by the District.

Furthermore, Lloyd's Pest Control will provide the Material Safety Data Sheets of the pesticide products they will be using during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

SCHOOL NAME	ADDRESS	AREAS MONTHLY SERVICED	MONTHLY COST	ANNUAL COST
Smythe School	1880 Smythe Ave	Kitchen Only	$32.00	$384.00
La Mirada School	222 Ave De La Madrid	Kitchen Only	$32.00	$384.00
Sunset School	3825 Sunset Ln	Kitchen Only	$32.00	$384.00
Willow School	226 Willow Rd	Kitchen Only	$32.00	$384.00
Ocean View Hills School	4919 Del Sol Blvd	Kitchen Only	$32.00	$384.00
Vista Del Mar School	4885 Del Sol Blvd	Kitchen Only	$32.00	$384.00
San Ysidro District Offices & Warehouse	4350 Otay Mesa Rd	Outside Rodent Control	$52.00	$624.00
San Ysidro Middle School	4345 Otay Mesa Rd	Kitchen Only	$32.00	$384.00
Preschool & Child Development Center	1880 Smythe Avenue	No Kitchen		
Sunset Preschool	3825 Sunset Lane	No Kitchen		
				$3,312.00

ADDITIONAL SERVICES / PRICE SCHEDULE:

The current pricing for San Ysidro School District for monthly maintenance for pest control in the Kitchens at the schools and at the district office/warehouse is indicated above.

Pricing for One-Time Pest Control Services for all schools and district offices should services beyond maintaining the kitchen areas are necessary in an "as needed basis". All pricing is for normal working hours Monday through Friday, 6:30 a.m.-3:30 p.m. and Saturday 8 a.m.-12 p.m.. After-Hours is available on request only and will be priced on a per case basis by Account Manager.

MAINTENANCE GUARANTEES – *Applies only to the monthly services to kitchens.*

- **7/24 SERVICE** – District will be able to reach a LLOYD customer response center 7 days a week/ 24 hours a day with services provided within 24 hours of service call.
- **RESPONSE GUARANTEE** – District will always be allowed FREE trouble calls. If there are any problems between regular monthly visits, District can call and Lloyd will send someone out at no additional charge per agreement.
- **RESULTS GUARANTEE** – After 90-days, if Lloyd's Pest Control is unable to solve a problem to the District's satisfaction, the next month's service is free.
- **FINE GUARANTEE** – After 90-days, if District is every fined by the County Health Department or other government agency for Lloyd's Pest Control inability to remove an infestation of roaches or rodents, Lloyd Pest Control will reimburse District for the full amount of the fine.
- **CUSTOMER GUARANTEE** – In order to keep the above guarantees in effect, District agrees to correct conditions that are reported that are found to be deficient and inconsistent with proper sanitation and; therefore, may lead to pest infestations. The District is entitled to these benefits/guarantees when the District complies with these conditions and maintains a current payment of service account. Failure to do so will void the above guarantees.

ONE-TIME WORK SERVICES & FEES:

All of the One-Time Work is given with a 30-Day Guarantee with the exception of Bee Service Treatments.

Ants, Roaches, Silverfish, Earwigs, Fleas

- $125 - $145 minimum
- Price will be determined by square footage and amount of buildings

Rodents

- $195 - $250 minimum
- Price will be determined by square footage and amount of buildings

Bird Mites

- $350
- Price may be subject to adjustment if treatment area is on a larger scale above normal treatment footprint from past history. Account Manager will inspect and advise if price needs adjustment

Bees

- $150 - $175 minimum (one or two story)
- If Bee hive is above 25ft. price will be quoted by Account Manager

Contact Person:

Anthony Enriquez, Account Manager

LLOYD PEST CONTROL / www.lloydpest.com / Direct: 619-344-2307 | Service: 800-570-2847

Approved by: DISTRICT: _____ LLOYD PEST CONTROL: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

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

INITIAL: GAP

☐ Informational
☐ Action

AGENDA ITEM: AGREEMENT WITH CAPITOL ADVISORS GROUP, LLC

BACKGROUND INFORMATION:
Capitol Advisors Group, LLC is a team of experts in California politics, education policy and finance, legislative strategy, and public affairs. Over the years, Capitol Advisors Group has been helping school agencies succeed in achieving important outcomes in California.

Capitol Advisors Group, LLC will provide the following services:

- Provide legislative and administrative representation
- Pursue the public policy and fiscal interests of the District
- Provide regular updates on breaking developments impacting budget and policy
- Participate in regular monthly calls/meetings/video conferences to review most recent developments
- Offer strategic advice and consultation on various issues
- Monitor, perform analysis of and maintain communication on all legislation that may affect the District
- Prepare and submit reports to the Fair Political Practices Commission for the District's lobbying activities.

Term: August 10, 2018 to June 30, 2019. Thereafter it will transition to a month-to-month agreement until terminated.

The cost implication is $2,000.00 per month or an amount up to $22,000.00 for the 2018-19 fiscal year. The District also agrees to compensate up to $3,000.00 for travel expenses provided that such travel is requested and approved by the San Ysidro School District.

RECOMMENDATION:
Approve the agreement with Capitol Advisors Group, LLC for fiscal year 2018-19 at a cost up to $25,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$25,000.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on August 10, 2018, by and between the San Ysidro School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall commence on August 10, 2018, and continue through June 30, 2019; following June 30, 2019, this Agreement will transition to a month-to-month agreement, provided, however, that either party may cancel such agreement by giving written notice to the other party at least thirty (30) days prior to the date of termination ("Term").

2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.

3. Compensation.

   a. Compensation to Contractor for this Agreement shall be two-thousand dollars ($2,000.00) per month beginning on July 1, 2018 or an amount not to exceed $22,000.00 for the 2018-19 fiscal year. The monthly retainer shall be paid no later than the first day of each month.

   b. Client also agrees to compensate the Contractor up to $3,000.00 for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.

4. Termination. At any time during the Term of the Agreement, either party may terminate this agreement, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the date of termination. In case of termination, Client shall be liable for all fees described under Section (3) above, including approved travel expenses, up to the termination date.

5. Modification. This Agreement may be modified (including modification to the scope of work and/or compensation) by the parties through mutual written agreement.

6. Limitation on Liability; Indemnification.

   a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

   b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:	To San Ysidro School District:
Kevin Gordon	Gina A. Potter, Ed.D.
President & Partner	Superintendent
925 L Street, Suite 1200	4350 Otay Mesa Road
Sacramento, California 95814	San Ysidro, California 92173
(916) 557-9745	(619) 428-4476

8. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.

9. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.

10. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.

11. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

12. Client Responsibility for Fair Political Practices Commission ("FPPC") Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code Section 81000 *et seq.*) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms, and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).

13. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall be valid unless made in writing and executed in the same manner as this Agreement.

14. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:

Kevin Gordon President & Partner Capitol Advisors Group, LLC	Gina A. Potter, Ed.D. Superintendent San Ysidro School District Board Approved:

EXHIBIT A
Description of Services

Capitol Advisors Group, LLC will provide consulting and professional services to the San Ysidro School District ("Client"). Those services include, but are not necessarily limited to, the following:

1. Providing legislative and administrative representation on behalf of the San Ysidro School District before the California State Assembly, California State Senate, California Department of Education, California State Board of Education, California State Superintendent of Public Instruction, California State Controller's Office, California State Treasurer's Office, California Department of Finance, California Department of Justice, the Governor's Office, and other Constitutional Statewide Offices.

2. Pursuing the public policy and fiscal interests of the San Ysidro School District as determined and directed by the district Superintendent.

3. Providing regular updates on breaking developments impacting budget and policy on at least a weekly basis as well as in-depth analysis on education issues as they affect the Client.

4. Participating in monthly calls/meetings/video conferences, at the Client's request, to review the most recent developments in education finance, policy, and politics.

5. Offering any member of Capitol Advisors Group, LLC, to provide strategic advice and consultation to the Client on issues including, but not limited to, the state's system of accountability, school finance, education policy, adult education, school nutrition, education programs for incarcerated youth, implementation of recently enacted legislation, and implementation of the State Budget.

6. Monitor, perform analysis of, and maintain communication with Client on all legislation and potential legislation introduced in the Legislature for its potential effect on San Ysidro School District and its major programs.

7. This Agreement does not include advocacy or consulting services relating to school facilities funding eligibility, applications, appeals, and other work before the Office of Public School Construction, Division of the State Architect, or State Allocation Board.

8. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

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

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA)

BACKGROUND INFORMATION:
Under the CSBA Policy Services Transition Agreement, CSBA agrees to produce a policy manual for the District. CSBA will provide guidance in selection of optional language and incorporating District language to best represent the philosophy, goals, objectives and mandates of the District to be consistent and in compliance with the law.

The cost implications are $7,580.00 for the Transition Agreement. Additional fees may include: consultant's travel expenses, lodging, mileage at the current IRS rate. Additional services performed by a CSBA consultant at $75.00 per hour.

RECOMMENDATION:
Approve the California School Boards Association (CSBA) Policy Services Transition Agreement in an amount up to $10,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** KW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$10,000.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

CALIFORNIA SCHOOL BOARDS ASSOCIATION
POLICY DEVELOPMENT WORKSHOP AGREEMENT

This Policy Development Workshop Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and San Ysidro School District of San Ysidro, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of the GAMUT Online Service Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

WHEREAS subject to the terms and conditions of this Agreement, CSBA provides limited word processing and consulting services to assist school districts and county offices of education with customizing a policy manual based on the CSBA reference policy manual.

NOW THERFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to assist District in developing a District Policy Manual by doing the following:

a. Provide District with one (1) paper copy of CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits which reflect requirements of state and federal law.[1]

b. Provide District one (1) policy manual consultant to facilitate a Policy Development Workshop at a District location and provide consultation during said workshop for up to three (3) days.

[1] The cases and laws cases interpreting the laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the District is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

c. Provide District with guidance in the selection of optional language in the CSBA reference policy manual and the incorporation of current District policies and practices into the CSBA reference policy manual for inclusion in a District Policy Manual that reflects the philosophy, goals, objectives and mandates of District.

d. Provide District with consulting, typing, editing, proofreading required to produce one (1) draft copy of the District Policy Manual developed at the workshop.

e. Provide District with one (1) paper copy and one (1) CD-Rom containing the draft District Policy Manual described in Section I.d., above.

f. Provide District with consulting, typing, editing, proofreading required to produce required to produce one (1) CD-Rom containing a final draft of the District Policy Manual described in Section I.d. above, reflecting adoption date(s) and any edits and revisions made to the draft manual and as specified by District.

II. DISTRICT RESPONSIBILITIES

District agrees to the following:

a. Provide physical space to host the Policy Development Workshop for up to three (3) days.

b. With the assistance of the CSBA policy consultant, review CSBA's reference policy manual and District's existing policy manual and, as appropriate, select, edit, and revise applicable policies, regulations, and bylaws to develop an up to date District policy manual that reflects District philosophy and practice.

c. Identify policy statements contained in existing District documents and edit those policies for consistent language and compliance with current state and federal laws and regulations for inclusion in the District policy manual.

d. Identify areas where District lacks policies and create new policy or select and revise applicable policies from CSBA's reference policy manual those policies for consistent language and compliance with current state and federal laws and regulations.

e. Where necessary, revise District policy to conform to current state and federal laws and District's collective bargaining agreements.

f. Review and modify or delete CSBA sample policies from the CSBA's reference policy manual and incorporate District policies when appropriate.

g. Inform CSBA of edits, revisions, and adoption date(s) to incorporate into a final District manual.

h. For the duration of this Agreement, enter into a GAMUT Online Service Agreement with CSBA for a nontransferable, nonassignable access to the CSBA reference policy manual.

i. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in part, without CSBA's written consent.

III. FEES AND PAYMENT

a. District agrees to pay CSBA the sum of $7,580.00 for the services described under this Agreement.

b. District agrees to reimburse CSBA for consultant's travel expenses associated with the Policy Development Workshop, including transportation, lodging, and food. Reimbursement for mileage and meals shall be at the IRS rates in effect on the date of travel. Lodging and other costs, excluding personal expenses, shall be reimbursed in their entirety. Lodging accommodation shall be selected and booked by CSBA.

c. Any services performed by a CSBA consultant after the three (3) day Policy Development Workshop that are not described in this Agreement or a Manual Maintenance Service Agreement between CSBA and District will be charged separately at the rate of $75 per hour.

d. Payment for the services described in this Agreement shall be due in full upon completion of the three (3) day Policy Development Workshop.

IV. TIME FOR COMPLETION

a. District shall schedule and complete the three (3) day Policy Development Workshop within one (1) calendar year of the execution of this agreement. If the Policy Development Workshop is not completed within that one-year period CSBA may, at its sole discretion and subject to any increase to the fee schedule for the services provided, honor the terms this Agreement.

b. District shall provide CSBA with necessary edits, revisions, and adoption date(s) required to produce a final District manual within one (1) calendar year of completing the three (3) day Policy Development Workshop. In the event that District does not provide such information, CSBA may, at its sole discretion, elect to fulfill the remaining terms of this Agreement.

V. COPYRIGHT

a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the

materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.

b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.

b. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication or as a substitute for legal advice.

c. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

d. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.

b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.

c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.

d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
POLICY DEVELOPMENT WORKSHOP AGREEMENT

VIII. CANCELLATION

a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.

b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.

c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after the first day of the three (3) day Policy Development Workshop.

California School Boards Association	San Ysidro School District
Robert Tuerck	Name of Official
Assistant Executive Director Policy & Governance Technology Title of Official	Title of Official
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
San Ysidro Middle School
Maria Rodriguez, Principal

INITIAL

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH 3SCREEN.COM

BACKGROUND INFORMATION:
San Ysidro Middle School students will participate in an educational assembly conducted by 3Screens.com on October 16, 2018. The topic "You Can", consists on helping students rise up to the challenges that they face on a daily basis that often call for awareness, creativity courage and perseverance. Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues, including drugs, alcohol, bullying and other overcoming obstacles.

RECOMMENDATION:
Approve the agreement with 3Screens.com to conduct an anti-bullying assembly at the San Ysidro Middle School on October 16, 2018 at a cost up to $650.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$650.00	Title I	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

3screens.com
1321 Scarlet Oak Drive
Tehachapi, CA 93561
888 229-4927 fax 888 789-6417

ML101618a650 8:00/8:56 New MS
Maria Preciado maria.preciado@sysd.k12.ca.us
San Ysidro MS
4345 Otay Mesa Rd
San Ysidro, CA 92173
(619)428-5551

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and **San Ysidro Middle School.**

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): ***New MS Show*** **or equivalent three-screen programs as agreed to by both parties**.
To be presented on the following date(s) and time(s)**: 10/16/18 at 8:00am and 8:56am.**
The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

A. Verify in advance that there is adequate space for the presentation.
B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).
C. Identify and provide access to at least three separate 15 or 20 amp circuits.
D. Cover any windows or skylights necessary in order to darken the showing location.
This should be completed before the arrival of 3screens.com technician(s).
E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

II. Payment:

Payment in the amount of **$650.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).
If applicable, insert **purchase order number** here: _____

III. Provisions:

A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.
B. This agreement may not be modified except by a written agreement signed by both parties.
C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

This contract is based on the verbal agreement made on **7/9/18**, and is simply a written confirmation of that agreement. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. The school or sponsoring group will be responsible for payment in full even if the show is canceled by them. If no signed contract is returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

Signed Mark Letts Date 7/9/18
(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____
GINA A. POTTER, ED.D., SUPERINTENDENT
SAN YSIDRO SCHOOL DISTRICT Board Approved:

Please sign and return one copy and any other pertinent information within ten business days.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Special Education
Oscar Madera, Acting Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2018-2019 SCHOOL YEAR

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. Students residing within the District boundaries may be recommended to attend a NPS. The tuition of a student in a NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the California Department of Education. The rates shown above are approved and negotiated by San Diego County Office of Education.

Nonpublic School	Cost up to ($)
Aseltine School (2 students)	$146,316.60
The Institute for Effective Education (1 student)	$69,564.00

RECOMMENDATION:
Approve the San Diego County Nonpublic School Master Contracts with the above mentioned Nonpublic Schools to provide nonpublic school placement of Special Education students per their IEPs during school year 2018-2019 at a cost up to $215,880.60 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** KW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2018-2019 Budget? ☒ Yes ☐ No

Requisition #

$215,880.60	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

LEA: San Ysidro School District Nonpublic: Aseltine School

2018-19
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2018-2019

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: Aseltine School

2018-2019
Nonpublic
Master Contract

Main Document



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2018-2019

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San Diego County Nonpublic Master Contract
Main Document

2018-2019

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2018-2019**

This Master Contract is made and entered into

this 10th day of August, 2018 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2018-2019

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 18 to June 30, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Gina A. Potter, Ed.D., Superintendent Name/Title	Florida May Padilla, Excutive Director Name/Title
San Ysidro School District Local Education Agency	Aseltine School Nonpublic School
4350 Otay Mesa Road Address	4027 Normal St Address
San Ysidro / CA / 92173 City / State / Zip	San Diego / CA / 92103 City / State / Zip
(619) 428-4476 Phone	(619) 296-2135 Phone
(619) 428-6473 Facsimile	(619) 296-3013 Facsimile
gina.potter@sysdschools.org Email Address	chancock@aseltine.org Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE:_____

LEA: San Ysidro School District Nonpublic: Aseltine School

2018-2019
Nonpublic
Master Contract

Appendix A: Schools

San Diego County Office of Education
Student Services and Programs Division

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of excused and unexcused absences and unexcused tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three unexcused, and every subsequent unexcused absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain.a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $210.73

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	20.50	hr
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	included	per IEP
Counseling and Guidance (515)	included	per IEP
Parent Counseling (520)		
Social Work Services (525)	included	per IEP
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	included	per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	ncluded	per IEP
Career Awareness (840)	ncluded	per IEP
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$30/$40	1 way trip
Bus Passes	per current SDMTS'	

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.

Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Gina A. Potter, Ed.D., Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ (Last) _____ (First) _____ (M.I.) Sex: ☐ M ☐ F Grade: _____

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ (Residence) ( ) _____ (Business)

Address _____ (If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $210.73
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $210.73 **= PROJECTED BASIC EDUCATION COSTS (A)** $44,253.3.

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		RSY: 7 hrs/day ESY: 5 hrs/day	$20.50		RSY: $25,830.00 ESY: $ 3,075.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)	X			per IEP			
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)		X		per IEP	included		included
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X	per IEP		included		included
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X	per IEP		included		included
Career Awareness (840)		X	per IEP		included		included
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$30/$40/ 1 way trip	as needed	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $28,905.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

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

-CONTRACTOR-

Aseltine School
(Name of Nonpublic School)

(Signature) (Date)

Florida May Padilla, Executive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Gina A. Potter, EdD., Superintendent
(Name of Superintendent or Authorized Designee)

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 8 - 201 9 Contract Year.

Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Gina A., Potter, Ed.D., Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ (Last) _____ (First) _____ (M.I.) Sex: M ☐ F Grade _____

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ (Residence) _____ (Business)

Address _____ (If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $210.73
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $210.73 **= PROJECTED BASIC EDUCATION COSTS (A)** $44,253.30

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		RSY: 7 hrs/hr ESY: 5 hrs/day	$20.50		RSY: $25,830 ESY: 3,075
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)	X			per IEP			

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
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Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	X			per IEP			
Counseling and Guidance (515)		X		per IEP	included		included
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
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San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
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Audiological Services (720)							
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Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X		per IEP	included		included
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	included		included
Career Awareness (840)		X		per IEP	included		included
Work Experience Education (850)							
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San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
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Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$30/40 per 1 way trip	as needed	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $28,905.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

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

-CONTRACTOR-

Aseltine School
(Name of Nonpublic School)

(Signature) (Date)

Florida May Padilla, Excutive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Gina A., Potter, Ed.D., Superintendent
(Name of Superintendent or Authorized Designee)

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Cook)

2018-19
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2018-2019

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MAIN DOCUMENT

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APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Cook)

2018-2019
Nonpublic
Master Contract

Main Document



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2018-2019

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San Diego County Nonpublic Master Contract
Main Document

2018-2019

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2018-2019**

This Master Contract is made and entered into

this 10th day of August, 2018 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

The Institute for Effective Education (Cook)
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2018-2019

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 18 to June 30, 20 19.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Gina A. Potter, Ed.D., Superintendent Name/Title	Kenneth Traupmann, Executive Director Name/Title
San Ysidro School District Local Education Agency	The Institute for Effective Education (Cook) Nonpublic School
4350 Otay Mesa Road Address	2255 Camino del Rio South Address
San Ysidro / CA / 92173 City / State / Zip	San Diego / CA / 92108 City / State / Zip
(619) 428-4476 Phone	(619) 243-1390 Phone
(619) 428-6473 Facsimile	(619) 233-8409 Facsimile
gina.potter@sysdschools.org Email Address	 Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary,

and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up

sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent

pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2018-2019, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE:_____

LEA: San Ysidro School District Nonpublic: The Effective Education (Cook)

2018-2019
Nonpublic
Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of excused and unexcused absences and unexcused tardies 30 minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA when a pupil reaches three unexcused, and every subsequent unexcused absence. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify CONTRACTOR within 24 hours when LEA removes a pupil due to medical reasons.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education

The CONTRACTOR CDS NUMBER: 37-68338-7079817

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $222.40

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$127.00	day
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	$76.88	hr
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$24.00	hr
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2018-2019

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute for Effective Education (Cook)

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.

Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Gina A. Potter, Ed.D., Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Kenneth Traupmann, Executive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School The Institute for Effective Education (Cook)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB ____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $222.40
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $222.40 **= PROJECTED BASIC EDUCATION COSTS (A)** $46,704.00

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		5 hrs/day	$127.00		$22,860.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)	X			per IEP			
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2018-2019

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$24/hr per IRS current rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-	-DISTRICT-
The Institute for Effective Education	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
(Signature) (Date)	(Signature) (Date)
Kenneth Traupmann, Executive Director	Gina A. Potter, Ed.D., Superintendent
(Name and Title)	(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH NONPUBLIC SCHOOLS FOR 2017-2018 SCHOOL YEAR

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE. The rates shown are approved and negotiated by San Diego County Office of Education.

Nonpublic School	Estimated Cost ($)
Aseltine School (1 student)	$ 5,062.19
The Institute for Effective Education (1 student)	$8,801.56

These services were for students who were late enrollees for nonpublic school placement for 2017-2018 school year.

RECOMMENDATION:
Approve the San Diego County Nonpublic School Master Contracts with Aseltine School and The Institute for Effective Education to provide nonpublic school placements to Special Education students (late enrollees) per their IEPs for school year 2017-2018 at an estimated cost up to $13,863.75 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget? ☒ Yes ☐ No

Requisition #

$13,863.75	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Cook)

2017-2018
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

2017-2018

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Cook)

2017-2018
Nonpublic
Master Contract

Main Document



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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2017-2018

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San Diego County Nonpublic Master Contract
Main Document

2017-2018

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2017-2018**

This Master Contract is made and entered into

this 10th day of August, 2018 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

The Institute for Effective Education (Cook)
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2017-2018

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from June 4, 20 18 to June 30, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACOTR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Gina A. Potter, Ed.D., Superintendent Name/Title	Kenneth Traupmann, Executive Director Name/Title
San Ysidro School District Local Education Agency	The Institute For Effective Education (Cook) Nonpublic School
4350 Otay Mesa Road Address	2255 Camino del Rio South Address
San Ysidro / CA / 92173 City / State / Zip	San Diego / CA / 92108 City / State / Zip
(619) 428-4476 Phone	(619) 243-1390 Phone
(619) 428-6473 Facsimile	(619) 233-8409 Facsimile
gina.potter@sysdschools.org Email Address	 Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services,

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on June 4, 2018 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE:_____

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Cook)

2017-2018
Nonpublic
Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2017-2018

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Cook)

The CONTRACTOR CDS NUMBER: 37-68338-7079817

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $209.42

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$127	day
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	$75.00	hr
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$24 per IRS rate	hr
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Kenneth Traupmann, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute for Effective Education

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2017 - 2018 Contract Year.

Anticipated Student Start Date: June 4, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Gina A. Potter, Ed.D., Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Kenneth Traupmann, Executive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on June 4, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School The Institute for Effective Education

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ (Last) _____ (First) _____ (M.I.) Sex: ☐ M ☐ F Grade: _____

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ (Residence) ( ) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $209.42
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 18 **x Daily Rate** $209.42 **= PROJECTED BASIC EDUCATION COSTS (A)** $3,769.56

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		16 days	$127/day		$2,032.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)	X			per IEP			
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$24/ hr per current IRS rate		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-

The Institute for Effective Education
(Name of Nonpublic School)

_____
(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

_____
(Signature) (Date)

Gina A. Potter, Ed.D., Superintendent
(Name of Superintendent or Authorized Designee)

LEA: San Ysidro School District Nonpublic: Aseltine School

2017-2018
San Diego County
Nonpublic
Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Office of Education
Student Services and Programs Division
Special Education Department

San Diego County Nonpublic Master Contract
Main Document

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: San Ysidro School District Nonpublic: Aseltine School

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NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2017-2018

This Master Contract is made and entered into

this 1st day of July, 2017 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.[1] It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

[1] Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 17 to June 30, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACOTR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

[redacted]
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro	CA	92173
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

[redacted]
Email Address

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla, Excutive Director
Name/Title

Aseltine School
Nonpublic School

4027 Normal St
Address

San Diego	CA	92103
City	State	Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

chancock@aseltine.org
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services,

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

> "If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

San Diego County Nonpublic Master Contract
Main Document

2017-2018

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2017 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE: 6/23/17
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

_____
(Type) Name and Title

LEA Board Approval DATE: _____

LEA: San Ysidro School District Nonpublic: Aseltine School

2017-2018
Nonpublic
Master Contract

Appendix A: Schools



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2018-2019

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $205.57

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$19.00	hr
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	inlcusive	per IEP
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$22.00	trp
Bus Passes	current SDMTS'	

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Gina A. Potter, Ed.D., Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Yisdro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of Jacob Ojeda ,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2017 - 2018 Contract Year.

Anticipated Student Start Date: June 1, 2018 .

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Gina A., Potter, Ed.D., Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on June 1, 2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

Pupil Name _____ (Last) _____ (First) _____ (M.I.) Sex: M ☐ F Grade: ____

Address _____ City _____ State/Zip _____

DOB ____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (619) _____ (Residence) _____ (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $205.57
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 17 **x Daily Rate** $205.57 **= PROJECTED BASIC EDUCATION COSTS (A)** $3,494.69

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		RSY: 7 hrs/hr ESY: 5 hrs/day			RSY: $2,394.00 ESY: 2,850.00
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)	x			per IEP			

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Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	X						
Counseling and Guidance (515)	X						
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X						
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X		per IEP	included		included
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	included		included
Career Awareness (840)		X		per IEP	included		included
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
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2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency				as needed	$22.00	1 way trip	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $4,239.91

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

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

-CONTRACTOR- -DISTRICT-

Aseltine School
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Florida May Padilla, Excutive Director
(Name and Title)

Gina A., Potter, Ed.D., Superintendent
(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SPEECH TREE THERAPY CENTER

BACKGROUND INFORMATION:
All students with an active Individualized Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member districts of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

Speech Tree Therapy Center has been selected by the parents of a student with special needs, to provide independent speech assessments for their child who currently receives Special Education services as designated by the student's IEP and OAH Case No. 2018040016.

Cost implication will be $1,500.00 for two speech evaluation and IEP meeting attendance.

RECOMMENDATION:
Approve the agreement with Speech Tree Therapy Center to provide an independent speech evaluation at a cost up to $1,500.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,500.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Speech Tree Therapy Center Company/Consultant	619-546-0039 Telephone Number
2820 Camino del Rio South, Suite 308, San Diego, CA 92108 Address	speechtreetherapy@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.

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

Initial Term:

From: August 10, 2018 To: June 30, 2019

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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) Grounds for 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 directed 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:	Speech Tree Therapy Center
Name:	Erica Lawson, M.A. CCC-SLP
Title:	Speech Language Therapist
Address:	2820 Camino del Rio South, Suite 308
City/State/Zip Code:	San Diego, CA 92108
Telephone:	619-546-0039
Email:	speechtreetherapy@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	Oscar Madera
Title:	Superintendent	Special Education Director
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 x 3091
Email:	gina.potter@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 of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
Speech Tree Therapy Center Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Erica Lawson, M.A. CCC-SLP Print Name, Title	Gina A. Potter, Ed.D., Superintendent Print Name, Title
Date:	Date
619-546-0039 Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees 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 Assembly Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Speech Tree Therapy Center will be providing an independent speech evaluation and present the said assessment at the IEP meeting at total cost up to $1,500.00.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LAKESHORE LEARNING MATERIALS

BACKGROUND INFORMATION:
The Student Annual Needs Determination Inventory (SANDI) is a specially designed comprehensive summative and formative assessment for students with intellectual disabilities (ID). Created by the Riverside County Office of Education in California, SANDI provides access to grade-level current State standards aligned to targeted critical instructional skills. Intended for use nationally and internationally, the SANDI features subtests in reading, writing, communication, math, fine motor, gross motor, vocational education and community, adaptive daily living, and science (aligned for Next Generation Science Standards). This innovative assessment quickly assists teachers and Individual Education Program (IEP) teams in identifying areas of need, aligns need areas to current State standards, guides IEP goal writing, and ensures access to standards-based instruction through evidence-based best practices.

Cost Implication: Staff Development: $2,000.00
Student Subscriptions: $5,000.00
Total Cost: $7,000.00

RECOMMENDATION:
Approve the purchase agreement with Lakeshore Learning Materials to provide training to Special Education teachers and purchase student subscriptions to access the online program at a cost up to $7,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$7,000.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Lakeshore Professional Development SANDI Booking Form

2695 E. Dominguez St., Carson, CA 90895
(800) 421-5354 x2752 · (310) 604-4017 fax
Lakeshore Learning Materials/SANDI

Account # 271700 Bill To

Date of Event: 1-Aug-18

Organization Name: San Ysidro USD
Contact Name: Oscar Madera
Title: Director of Special Education
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: 619-428-4476 X3091
Fax:
Email: oscar.madera@sysd.k12.ca.us

SESSIONS
- [x] SANDI Part 1
- [ ] SANDI Part 2
- [ ] SANDI Part 3
- [ ] SANDI Part 4

PROGRAM
- [ ] **Head Start**
- [ ] **State**
- [x] **District**
- [ ] **Non-Profit**
- [ ] **Private**

# of participants: 14
Total price: $2,000

ADULT AUDIENCE
- [ ] Early Educators
- [ ] Home Providers
- [ ] Parents
- [ ] Admin
- [x] Special Ed Staff
- [ ] New Teachers
- [ ] Veteran Teachers

AGES TAUGHT
- [ ] Infants & Toddlers
- [ ] 3-5 Years Old
- [x] Kindergarten
- [x] School Age
- [x] Elementary
- [ ] Middle/High
- [x] Special Needs
- [ ] Transition Age

Training Location: San Ysidro Middle School
4345 Otay Mesa Rd
City, State, Zip: San Ysidro, CA 92173

Workshop time(s): Trainers arrive around 8:00
9:00 to 3:00 Lunch break around 12 noon

ROOM SET UP (provided by customer)
- [x] Microphone? (if needed)
- [x] Speakers
- [x] Screen, Projector & plug to laptop.
- [ ] Classroom Style chairs facing screen
- [x] Tables & Chairs for group sharing
- [x] Additional power for all users
- [x] Teachers bring own device.

On-site Contact:
Cell #:

Lakeshore Contacts: Esmerald Veik 951-830-3718 Cell
Trainer(s) Kevin Hom 562-394-2015 Cell

SANDI Coordinator Erin Caldwell ecaldwell@lakeshorelearning.com 800.421.5354 x2752
Director of PD Representative

Ship Materials to:
- [ ] Customer Information Address
- [ ] Training Location
- [ ] Other (indicate below)

- [ ] Handouts to be printed by customer.
Email handouts to: Due date:

Travel Questions:
Closest airport:
Hotel suggestion:
Drive time from training site to airport

Notes to Trainer:

Lakeshore Professional Development SANDI Booking Form

2695 E. Dominguez St., Carson, CA 90895
(800) 421-5354 x2752 · (310) 604-4017 fax
Lakeshore Learning Materials/SANDI

To hold your training date and validate booking form,
Lakeshore must receive a **COMPLETED** & **SIGNED BOOKING FORM BY July 27, 2018**
Please check all details of this booking for for accuracy.
SIGN, DATE AND RETURN VIA FAX ATTN: Erin Caldwell 310-604-4017 OR SCAN AND EMAIL TO
ecaldwell@lakeshorelearning.com

METHOD OF PAYMENT

☐ Check (payable to Lakeshore Learning Materials, due 14 days prior to training date)

☒ Purchase Order attached
PO #: _____ Lakeshore Acct. #: _____

Charge my:	Credit Card #:	Expiration Date:
☐ Mastercard		
☐ Visa		
☐ Discover		
☐ American Express		

Print name as it appears on credit card: _____

Signature: _____ Date: _____

In the event of a cancellation, a 30-day advance notice is needed or a 25% cancellation fee will be assessed.

Gina A. Potter, Ed.D., Superintendent **Date:**
San Ysidro School District Board Approved:

QUOTE 87238

Lakeshore Learning Materials
2695 E. Dominguez Street Carson, CA 90895
(310) 537-8600 (800) 421-5354
FAX: (310) 900-2189
www.lakeshorelearning.com

Bill-to: 271700
SAN YSIDRO SCHOOL DIST
4350 OTAY MESA RD

SAN YSIDRO CA 92173-1685
(619) 428-4476
Billto Email:

Ship-to: 0

OSCAR MADERA
Shipto Email:

Entry Date: 07/19/2018 **Your Reference No.:**SANDI 2018-2019

Comment
PRICING GOOD FOR 90 DAYS

TAX EXEMPT ONLINE SOFTWARE

PLEASE REFERENCE QUOTE NUMBER
87238 ON YOUR PURCHASE ORDER.

ERIN CALDWELL,
PROJECT COORDINATOR

Line	Item	Qty	Description	Price	Extended
1	KT3222	40	SANDI ASSMNT STUDNT SUBSCRPTN PER STUDENT ANNUAL SUBSCRIPTION 2018-2019	$125.00	$5,000.00
4	KT3222TRAIN	1	SANDI TRAINING FULL DAY SANDI IMPLEMENTATION PART 1 PD DAY - AUG 1	$2,000.00	$2,000.00

Subtotal:	$7,000.00
0.0% Tax:	$0.00
Freight Amount:	$0.00
Total:	$7,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: OM
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VERBAL BEHAVIOR ASSOCIATES

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member districts of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

Verbal Behavior Associates has been selected by the parents of a student with special needs, to provide independent functional behavior assessment per OAH Case No. OAH Case No. 2018040016.

RECOMMENDATION:
Approve the agreement with Verbal Behavior Associates to provide an independent functional behavior assessment and attend IEP meetings, at a cost up to $2,400.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** KW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$2,400.00 (Amount)	Special Education (Name of funding source and/or location)	0100-6500000-5770-1190-5800010-054 (Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Verbal Behavior Associates Company/Consultant	858-699-7579 Telephone Number
15373 Innovation Dr. Ste. 200, San Diego, CA 92128 Address	matt@vbasandiego.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.

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

Initial Term:

From: August 10, 2018 To: June 30, 2019

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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) Grounds for 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:	**Verbal Behavior Associates**
Name:	Matthew Howarth, PhD BCBA-D
Title:	President and CEO
Address:	15373 Innovation Dr. Ste. 200
City/State/Zip Code:	San Diego, CA 92128
Telephone:	858-699-7579
Email:	matt@vbasandiego.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	Oscar Madera
Title:	Superintendent	Special Education Director
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
Email:	gina.potter@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 of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
Verbal Behavior Associates Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Matthew Howarth, PhD BCBA-D, President/CEO Print Name, Title	Gina A. Potter, Ed.D., Superintendent Print Name, Title
Date:	Date
858-699-7579 Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees 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 Assembly Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Verbal Behavior Associates will be providing Functional Behavior Assessment and attends the IEP to present the report at a cost up to $2,400.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM

BACKGROUND INFORMATION:
806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate and manage Federal compliance using *Title1Crate* so districts are prepared for State and Federal Compliance Monitoring.

The benefits of having the *TitleICrate* Program are:

- Required documentation in a safely stored, locked down and audit ready.
- Using the advanced review and approval process justifies and proves documentation compliance, eliminating the potential of returning already-spent Federal dollars.
- No need to worry about fires, vandalism, theft, misplacement or flooding.
- Monitor the status of all campuses in real-time.
- Automatic email reminders keep everyone ahead of deadlines.

This service agreement includes the *TitleICrate* Program for all sites and District at a total cost of $3,600.00 for a year.

RECOMMENDATION:
Approve the service agreement with 806 Technologies, Inc. for the *TitleICrate* Program, for the 2018-19 school year at a total cost of $3,600.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.20

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$3,600.00 (Amount)	General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

806 Technologies, Inc.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

QUOTE

ADDRESS
Kelli Hay
San Ysidro School District (CA)
4350 Otay Mesa Rd
San Ysidro, CA 92173

QUOTE # 2783
DATE 07/25/2018

ACTIVITY	QTY	RATE	AMOUNT
Title1Crate - District Title1Crate for Federal Programs Documentation -- District Crate	1	450.00	450.00
Title1Crate - Campus Title1Crate for Federal Programs Documentation -- Campus Crates	7	450.00	3,150.00

This estimate is for the 2018-2019 school year.

TOTAL **$3,600.00**

PLEASE NOTE: There will be a price increase for the 2019-2020 school year.

Accepted By

Accepted Date

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as "us" or "we") provides the **806technologies.com** site and various related services (tc referred to as this "site") subject to your compliance with all the terms, conditions, and notices contained or referenced he (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using partic services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or mat that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREE WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENC OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of June 1st, 2015. We reserve the right to change these Terms of Use from time to tim without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute y acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registrat connection with: (i) school campus and school district improvement-plan software to assist educators in identifying need setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; an technology to store and track school documents The site also includes access to an application creation platform designe help school administrators create and manage mobile apps for their school or district. Certain fees in connection with tra features of our services are disclosed on this site. Please contact us for information concerning fees for all other services a software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the se including a computer and your own Internet access (including payment of telephone service fees associated with such ac

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or witho notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, bu not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Term Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal ev

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3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtaine completing our online registration form, which requests certain information and data ("Registration Data") and maintainin updating your Registration Data as required. By registering, you agree that all information provided in the Registration Da and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible f contents of your communications through the site. By posting information in or otherwise using any communications ser chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or thr this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content - i text, communications, software, images, sounds, data, or other information - that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tc contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a vi threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexu orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any o form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, dam limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthoriz access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of viol systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspec criminal violations.

5. Third Party Sites and Information

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any warranty of any kind, either express or implied.

6. Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, gr music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limi message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected b copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of 806 Techn Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content pr Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transr distribute any documents or information from this site in any form or by any means without prior written permission from the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted mat that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark other applicable laws and could result in criminal or civil penalties.

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7. User's Materials

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ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY B OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE C OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OU AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOV LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this s be limited to the amount you paid us for the services on the site during the twelve-month period before the act giving rise liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNE WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THRID PARTY GOODS AND SERVICES OFFERED THROUGH THIS S FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITA THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, or

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12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not ins disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governm order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also kr "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. Howeve devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, o unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ aut devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximu space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration f which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the d or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the rig off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowl that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without n

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers t forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustratior images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publi material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restric described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You ar responsible for any information contained in your online portfolios. However, if complaints are received regarding langua content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from i necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performanc including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in term of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Alth we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the sit

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incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our per will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right t immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country whic United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designate Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on such list.

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Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or a for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohi Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibite

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without n and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illeg activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you c third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in con therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of Americ be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that ma from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regar conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to a matters relating to the use of this site and the purchase of products and services available through this site. Each of us agr hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sen attention of info@806technologies.com . if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, T 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to i you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

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These terms and conditions constitute the entire agreement and understanding between us concerning the subject matte and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NO altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions sh null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed f waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt tc shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in deliver products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability tc transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or nc to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent v applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall rema force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver (right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texa corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.

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Privacy Policy

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You acknowledge that this Privacy Policy is part of our Site Terms of Use, and by accessing or using our site, you agree to bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use this site.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to issuing an email to email address listed by registered users and posting the revised Policy on this page. You acknowledge and agree that it is responsibility to maintain a valid email address as a registered user, review this site and this Policy periodically and to be a any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy

1. Types of Information Collected

In order to better provide you with our numerous services, we collect two types of information about our users: Personall Identifiable Information and Nonpersonally Identifiable Information. Our primary goal in collecting information from you provide you with a smooth, efficient, and customized experience while using our site.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. When you e in certain activities on this site, such as registering for a membership, ordering a product or service, submitting content ar posting content in discussion forums or other public areas, entering a contest or sweepstakes, filling out a survey, or send feedback, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to elect to engage in these activities, however, we may ask that you provide us personal infor such as your first and last name, mailing address (including zip code), email address, employer, job title and department, telephone and facsimile numbers, and other personal identifying information. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory with respect to a particular activity, you will not be able to engage in that activity.

Nonpersonally Identifiable Information: This refers to information that does not by itself identify a specific individual. We certain information about you based upon where you visit on our site in several ways. This information is compiled and ar on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL you just came from, which URL you next go to, what browser you are using, and your Internet Protocol ("IP") address. A U global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a that is automatically assigned to your computer whenever you are surfing the web, allowing web servers to locate and ide your computer. Computers require IP addresses in order for users to communicate on the Internet.

2. Collection Methods and Use of Information

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide ce Personally Identifiable Information to us when you: (a) register for our services and register your email address with us; (b)

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We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreemen you. We will also use Personally Identifiable Information to enhance the operation of our site, fill orders, improve our mar and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our site's layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you rega administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems an enforce our agreements with you, including our Site Terms of Use, and this Private Policy.

3. Release of Information

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services throu contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners u Personally Identifiable Information to operate our sites and to deliver their services. For example, we may provide order information to third parties that help us provide customer service.

We will encourage our service partners to adopt and post privacy policies. However, the use of your Personally Identifiabl Information by our service partners is governed by the privacy policies of those service partners, and is not subject to our

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in id those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities t in good faith believe to be unlawful.

We may also provide Nonpersonally Identifiable Information about our customers' sales, traffic patterns, and related site information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

4. Updating and Correcting Information

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to may change any of your Personally Identifiable Information in your account online at any time by linking to your account accordance with instructions posted elsewhere on this site. You may also access and correct your personal information a privacy preferences by writing us at:

806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Please include your name, address, and/or em address when you contact us.

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the info on your account deleted or removed; however, because we keep track of past transactions, you cannot delete informatio associated with past transactions on this site. In addition, it may be impossible to completely delete your information with some residual information because of backups.

5. User Choices on Collection and Use of Information

We may, from time to time, send you email regarding our products and services. You also have choices with respect to co described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a is set, or to reject all cookies. If you choose to reject all cookies some parts of our site may not work properly in your case

6. Security of Information

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Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is accessible via password. Since this information is not accessible from outside 806 Technologies, Inc. you will not be aske select a password in order to view or modify such information.

7. Cookies

When you use our site we will store cookies on your computer in order to facilitate and customize your use of our site. A a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later b retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, your school district, and first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothl help us to maintain a secure site. You are always free to decline our cookies if your browser permits, but some parts of ou may not work properly in that case.

8. Privacy Policies of Third Party Sites

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disc practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

9. Miscellaneous Privacy Issues

You must be at least 18 years old to have our permission to use this site. Our policy is that we do not knowingly collect, us disclose Personally Identifiable Information about visitors that are under 18 years of age.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact sending a letter to:

806 Technologies, Inc.
Attn: Ross Laughter
5760 Legacy Drive Ste B3-176
Plano, Texas, 75024

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE 2018-19 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM - REVISED

BACKGROUND INFORMATION:
On June 14, 2018, the Governing Board approved the Memorandum of Agreement (MOA) with YMCA of San Diego County to provide the After School Education & Safety Program and 21st Century Community Learning Centers (CCLC) Program. The District has determined that it is necessary to keep these two programs separately for reporting purposes; therefore, a separate agreement for each program is being submitted and amended to reflect a reduction of Indirect Administrative costs from 13% to 10%. The original MOA is being rescinded and no longer valid. These two MOAs replace the original MOA approved on June 14, 2018.

21st Century Community Learning Centers Program:
Base and supplemental funds have been applied to implement a Summer Program and to provide safe, academically enriching before and after school programs for District students. Services will be provided at Willow School and San Ysidro Middle School.

RECOMMENDATION:
Approve/Ratify the revised Memorandum of Agreement with the YMCA of San Diego County to provide the 21st Century Community Learning Centers Program for fiscal year 2018-2019.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$100,035.00 (Amount)	21st CCLC Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

MEMORANDUM OF AGREEMENT

21st Century Community Learning Centers (CCLC) Programs Base and Supplemental

YMCA of San Diego County 2018-19-Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the 21st Century Community Learning Centers (CCLC) is entered into this 1st day of July, 2018 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

21st CCLC Program Hours of Operation and Attendance Requirements:

1. Funds are designated for San Ysidro Middle School and Willow Elementary School.
2. The Supplemental Program will begin at 8:00 A.M. and will operate 4.5 hours for at least 20 days.
3. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
4. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
5. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
6. Elementary students should participate every day the after school component operates.
7. Establish a local policy for early release of students attending the 21ST CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
8. Establish a policy for late arrival of those students attending the 21ST CCLC Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
9. To ensure that subsequent 21ST CCLC grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the *"Automated Card Scanning"* capability for the system. The *City Span 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 Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program.
3. YMCA of San Diego County will use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System.*

5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County 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 San Ysidro School District.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21ST CCLC grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. 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.
3. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily 21ST CCLC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21ST CCLC reimbursement rate is $7.50 per student/per day for the PM Program and $$5.00 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the 21ST CCLC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or $2,106.00 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or $3,159.00 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or $89,505.00 of total grant funding in direct services for pupils.
4. No more than 5% or $5,265.00 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5.0% or $5,265.00 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% or $$8687.25 of total match requirement.
3. YMCA of San Diego County shall contribute 10% or $$3474.9
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional 21ST CCLC Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an 21ST CCLC Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include 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, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.

7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the 21ST CCLC Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
14. Each 21ST CCLC funded site will be responsible for the development of a 2018-19 After School Program Plan as part of the San Diego 21ST CCLC Program Consortium.
15. San Ysidro School District and YMCA administration will review the 21ST CCLC Program Plan annually and provide updates and/or revisions based on 21ST CCLC program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. Each site 21ST CCLC Program plan will identify 2018-19 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that 21ST CCLC staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County 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.)

3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. 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. 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 San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the 21st Century Community Learning Centers (21ST CCLC) Program, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to ***$100,035.00** to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for 21st Century Community Learning Centers exclusively upon exhausted 85% of ASES funding for San Ysidro Middle and Willow Elementary School. The 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 MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2019 final expenditure deadline for all 21ST CCLC grant funds as determined by CDE. 3) Any 21ST CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21ST CCLC funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:	San Ysidro School District Contact:
Steve Hensel	Omar Calleros
YMCA of San Diego County	San Ysidro School District
Executive Director	Coordinator, Full Service Community Schools
3333 Camino Del Rio South Suite 110	4350 Otay Mesa Rd.
San Diego, CA 92108	San Ysidro, CA 92173
619-521-3055 x 2620	619-428-4476 x 3086

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District , YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

   San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
- YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- District agrees to work with the YMCA to ensure compliance with FERPA.
- The YMCA 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 do not include 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.

4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

   Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

   i. The disclosure is authorized by this Agreement;
   ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
   iii. The disclosure is required by law or judicial order and in accordance with AB163

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.

2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:

   (1) Immediately discontinue all services affected (unless the notice directs otherwise) and

   (2) Deliver to San Ysidro School District all information and material/equipment 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 YMCA of San Diego County of such notice.

   YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, u p o n receipt of such notice, YMCA of San Diego County shall:

   (1) Immediately discontinue all services affected (unless the notice directs otherwise) and

   (2) Deliver to San Ysidro School District all information and material/equipment 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 YMCA of San Diego County of such notice.

3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

17. 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, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, to defend, and to indemnify the San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, the San Ysidro School District agrees to hold harmless, to defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County 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 will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District 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."

20. NON-FUNDIING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, 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.

22. INSURANCE REQUIREMENTS

(1) Time for Compliance. YMCA shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 a limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

If the YMCA maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by YMCA.

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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.

24. COMPLIANCE WITH LAW

YMCA of San Diego County 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.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA of San Diego County will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1.Prohibit Contractor/Provider's employees from using student restroom facilities,
2.Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Restrict Contractor/Provider's employees' access to site grounds, and/or
5.Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA of San Diego County will have **"greater than limited contact"** with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

_____ _____

By (Authorized Signature) Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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 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 YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

_____

Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approved: _____

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

_____

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

San Diego County Office of Education
Funding Status per School
2017-2018

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded	2% SDCOE	3% SYSD	5% Y Admin	5% IndirectCost	85% DirectServices
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Base	$27,000.00	$540.00	$810.00	$1,350.00	$1,350.00	$22,950.00
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Supplemental	$8,100.00	$162.00	$243.00	$405.00	$405.00	$6,885.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$54,000.00	$1,080.00	$1,620.00	$2,700.00	$2,700.00	$45,900.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	$16,200.00	$324.00	$486.00	$810.00	$810.00	$13,770.00
					TOTAL GRANT AMOUNT	**$105,300.00**	**$2,106.00**	**$3,159.00**	**$5,265.00**	**$5,265.00**	**$89,505.00**
					GRANT AMOUNT, LESS 2%	**$103,194.00**					

$10,530.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE 2018-2019 AFTER SCHOOL EDUCATION & SAFETY PROGRAM - REVISED

BACKGROUND INFORMATION:
On June 14, 2018, the Governing Board approved the services of the YMCA of San Diego County to provide the After School Education & Safety (ASES) Program and 21st Century Community Learning Centers (CCLC) Program. The District has determined that it is necessary to keep these two programs separately for reporting purposes; therefore, a separate agreement for each program is being submitted and amended to reflect a reduction of Indirect Administrative costs from 13% to 10%. The original MOA is being rescinded and no longer valid. These two MOAs replace the original MOA approved on June 14, 2018.

After School Education & Safety Program:
Base and supplemental funds have been applied to implement a Summer Program and to provide safe, academically enriching before and after school programs for District students. Services will be provided at the following schools: La Mirada, Willow, Smythe, Sunset, Ocean View Hills, San Ysidro Middle, and Vista Del Mar Middle.

RECOMMENDATION:
Approve/Ratify the revised Memorandum of Agreement with YMCA of San Diego County to provide the After School Education & Safety Program for fiscal year 2018-2019.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement – Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$837,777.10 (Amount)	ASES Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Base and Supplemental

YMCA of San Diego County 2018-19-Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the After School Education and Safety Program (ASES) is entered into this 1st day of July, 2018 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The Supplemental Program will operate 4.5 hours for at least 20 days.
2. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
3. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
4. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
5. Elementary students should participate every day the after school component operates.
6. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
7. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
8. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:

    i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

    ii. The CDE shall adjust the grant level of any school within the program that is under 85% of its targeted attendance level in each of two consecutive years.

    iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the "*Automated Card Scanning*" capability for the system. The *City Span 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 ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. YMCA of San Diego County will use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System.*
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County 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 San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. 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 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is $8.19 per student/per day for the PM Program and $5.46 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or $17,637.41 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or $26,456.12 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or $749,590 of total grant funding in direct services for pupils.
4. No more than 5% or $44,093.53 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or $44,093.53 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. YMCA of San Diego County shall contribute 10% of total match requirement
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include 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, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
14. Each ASES funded site will be responsible for the development of a 2018-19 After School Program Plan as part of the San Diego ASES Program Consortium.
15. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. Each site ASES Program plan will identify 2018-19 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.

20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County 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.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. 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. If a program participant receives state funds to operate ASES 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 San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2018 through June 30, 2019.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to ***$837,777.10** to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for ASES only. The 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 MOA. District shall pay YMCA of San Diego County as available from [illegible]

within 30 days and in accordance with this Agreement. The YMCA of San Diego County will inform San Ysidro School district one it has expanded 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2019 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:	San Ysidro School District Contact:
Steve Hensel	Omar Calleros
YMCA of San Diego County	San Ysidro School District
Executive Director	Coordinator, Full Service Community Schools
3333 Camino Del Rio South Suite 110	4350 Otay Mesa Rd.
San Diego, CA 92108	San Ysidro, CA 92173
619-521-3055 x 2620	619-428-4476 x 3086

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District , YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

   San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such

disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
   - In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
   - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
   - YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
   - District agrees to work with the YMCA to ensure compliance with FERPA.
   - The YMCA 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 do not include 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.

4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information

submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

   i. The disclosure is authorized by this Agreement;
   ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
   iii. The disclosure is required by law or judicial order and in accordance with AB163

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.

2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:

   (1) Immediately discontinue all services affected (unless the notice directs otherwise) and

   (2) Deliver to San Ysidro School District all information and material/equipment 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 YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and

upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, u p o n receipt of such notice, YMCA of San Diego County shall:

   (1) Immediately discontinue all services affected (unless the notice directs otherwise) and

   (2) Deliver to San Ysidro School District all information and material/equipment 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 YMCA of San Diego County of such notice.

3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

17. 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, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, to defend, and to indemnify the San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, the San Ysidro School District agrees to hold harmless, to defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County 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 will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District 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."

20. NON-FUNDIING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, 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.

22. INSURANCE REQUIREMENTS

(1) Time for Compliance. YMCA shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 a limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

If the YMCA maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by YMCA.

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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.

24. COMPLIANCE WITH LAW

YMCA of San Diego County 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.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA of San Diego County will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1.Prohibit Contractor/Provider's employees from using student restroom facilities,
2.Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Restrict Contractor/Provider's employees' access to site grounds, and/or
5.Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA of San Diego County will have **"greater than limited contact"** with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

_____ _____

By (Authorized Signature) Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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 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 YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

_____

Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

_____

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

Board Approved: _____

San Diego County Office of Education
TENTATIVE Funding Status per School
2018-19

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded FY18	Reduction FY18-19	projected amount FY19	2% SDCOE	3% SYSD	5% Y Admin	5% IndirectCost	85% DirectServices
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	$122,850.00	$ -	$122,850.00	$2,457.00	$3,685.50	$6,142.50	$6,142.50	$104,422.50
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	$16,850.37	$ 530.28	$16,320.09	$326.40	$489.60	$816.00	$816.00	$13,872.08
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	$4,095.00	$ 2,318.20	$1,776.80	$35.54	$53.30	$88.84	$88.84	$1,510.28
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	$124,089.40	$ -	$124,089.40	$2,481.79	$3,722.68	$6,204.47	$6,204.47	$105,475.99
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	$11,329.50	$ -	$11,329.50	$226.59	$339.89	$566.48	$566.48	$9,630.08
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	$1,699.70	$ -	$1,699.70	$33.99	$50.99	$84.99	$84.99	$1,444.75
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	After School Base	$41,279.69	$ -	$41,279.69	$825.59	$1,238.39	$2,063.98	$2,063.98	$35,087.74
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Before School Base	$11,800.95	$ 7,266.85	$4,534.10	$90.68	$136.02	$226.71	$226.71	$3,853.99
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	$102,154.47	$ -	$102,154.47	$2,043.09	$3,064.63	$5,107.72	$5,107.72	$86,831.30
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	$19,213.74	$ -	$19,213.74	$384.27	$576.41	$960.69	$960.69	$16,331.68
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	$1,188.10	$ -	$1,188.10	$23.76	$35.64	$59.41	$59.41	$1,009.89
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	$122,850.00	$ -	$122,850.00	$2,457.00	$3,685.50	$6,142.50	$6,142.50	$104,422.50
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	$28,583.94	$ 4,597.58	$23,986.36	$479.73	$719.59	$1,199.32	$1,199.32	$20,388.40
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Base	$122,850.00	$ -	$122,850.00	$2,457.00	$3,685.50	$6,142.50	$6,142.50	$104,422.50
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Base	$11,329.50	$ -	$11,329.50	$226.59	$339.89	$566.48	$566.48	$9,630.08
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Supplemental	$1,699.70	$ -	$1,699.70	$33.99	$50.99	$84.99	$84.99	$1,444.75
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	$122,850.00	$ -	$122,850.00	$2,457.00	$3,685.50	$6,142.50	$6,142.50	$104,422.50
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	$0.00	$ -	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	$29,090.88	$ -	$29,090.88	$581.82	$872.73	$1,454.54	$1,454.54	$24,727.25
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	$778.60	$ -	$778.60	$15.57	$23.36	$38.93	$38.93	$661.81
							$ 14,712.91						
					TOTAL GRANT AMOUNT			$881,870.63	$17,637.41	$26,456.12	$44,093.53	$44,093.53	$749,590.03
					GRANT AMOUNT, LESS 2%			$864,233.21					

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: DZ

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LOMA LINDA UNIVERSITY – FIELD WORK EXPERIENCE

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with Loma Linda University to support field work experience in the Speech-Language Pathology Program. Speech-Language Pathology is an area of need for San Ysidro School District.

RECOMMENDATION:
Approve the 5-year agreement with Loma Linda University to support field work experience in the Speech-Language Pathology program effective September 1, 2018.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☐ No

Requisition #:

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS

BETWEEN

LOMA LINDA UNIVERSITY

AND

SAN YSIDRO SCHOOL DISTRICT

THIS AGREEMENT, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **SAN YSIDRO SCHOOL DISTRICT,** hereinafter called "the Facility."

W I T N E S S E T H

THAT WHEREAS the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

WHEREAS the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the assignment of students to specific cases and experiences, including selected conferences,

work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the

Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of

retesting for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

A. General Liability coverage with a limit of one million dollars ($1,000,000) per occurrence and an aggregate of three million dollars ($3,000,000).

B. Workers' Compensation coverage covering University's full liability as required under applicable state law.

C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other

insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

A. General Liability coverage with a limit of one million dollars ($1,000,000) per occurrence and an aggregate of three million dollars ($3,000,000).

B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any

cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246.The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. TERMINATION

This Agreement will be effective on 09/01/2018 and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

9. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

10. CONFIDENTIALITY

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or

similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

11. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

12. GENERAL

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

13. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,
School of Allied Health Professions
Loma Linda University
Loma Linda, CA 92354

Facility:

San Ysidro School District
Business Services
4350 Otay Mesa Rd
San Diego, CA 92154

Contact: Human Resources
(619) 428-4476 ext. 3012

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

(Remainder of page intentionally left blank.
Signatures of Parties appear on next page.)

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **SAN YSIDRO SCHOOL DISTRICT** ("Facility").

University:

LOMA LINDA UNIVERSITY
Nichol Hall, Room 1606
Loma Linda, CA 92350

By _____
Richard H. Hart, MD, DrPH
President

Date: _____

By _____
Craig R. Jackson, JD, MSW
Dean
School of Allied Health Professions

Date: _____

By_____
Jennifer St. Clair, MS, CCC-SLP
Clinic Coordinator

Date:_____

Facility:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Diego, CA 92154

By _____
Dr. Gina A. Potter
Superintendent

Date: _____

Board Approved:

Sb/GC/Contracts/Aff-Agmt-NonClinical-TMPLT 2013

EXHIBIT A

Cardiopulmonary Sciences:
Emergency Medical Care
Polysomnography
Respiratory Therapy
Cardiac Electrophysiology

Clinical Laboratory Science:
Clinical Laboratory Science
Cytotechnology
Phlebotomy

Communicative Sciences and Disorders:
Speech-Language Pathology
Speech-Language Pathology Assistant

Health Information Administration:
Coding Specialist
Health Information Systems
Health Information Administration

Nutrition and Dietetics:
Nutrition and Dietetics
Dietetic Technology

Occupational Therapy:
Occupational Therapy -
Occupational Therapy Assistant

Physical Therapy:
Physical Therapy
Physical Therapy Assistant

Physician Assistant

Radiation Technology:
Diagnostic Medical Sonography
Medical Dosimetry
Medical Radiography
Nuclear Medicine Technology
Radiation Sciences
Radiation Therapy Technology
Radiologist Assistant
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: IN LIEU OF TRANSPORTATION AGREEMENTS 2018-2019

BACKGROUND INFORMATION:
During the school year, there is a need to enroll students with special needs in a nonpublic school (NPS) who provide services per student's Individualized Education Program (IEP). On occasions, the IEP stipulates that the parents of student requiring transportation to the NPS agree to transport their student with the agreement that the District will reimburse the parents daily mileage to/from the NPS site and the student's place of residence. The per mile rate for reimbursement is based on the current IRS rate, payable monthly upon receipt and verification of a daily mileage report with required information. Parents participating in a In Lieu of Transportation Agreement, shall at their own expense, carry adequate automobile liability insurance and maintain a valid driver's license for the term of this agreement.

The District has a current need for this agreement for two (2) Special Education students per their IEPs.

RECOMMENDATION:
Approve/Ratify the In Lieu of Transportation Agreements with the parents of two students with special needs in an amount up to $12,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ Renewal ☐ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$12,000.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

"IN LIEU OF TRANSPORTATION" AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as "District" and _____ "Parent(s)". The term of the agreement is from _____ to _____.

WHEREAS, the term "Parent(s)" may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are enrolled in Non-Public School (NPS) may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a NPS site and the student's place of residence as indicated in the student's Individual Educational Plan (IEP).

WHEREAS, the District agrees to reimburse the daily mileage to and from the student's place of residence and the NPS site. Reimbursements will be paid on monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Special Education Office on a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile insurance (up to the limits required by law) 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 Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) may be required to provide proof of this insurance at any time during this Agreement.

WHEREAS, Parent(s) shall maintain and provide a valid driver's license for the duration of this agreement.

WHEREAS, Parent(s) 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 and/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 Parent(s), Parent(s) agents and/or representatives under this Agreement. 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 Parent(s).

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into this agreement on behalf of which his or her signature is made.

This agreement is entered into this _____:

FOR THE PARENT:	FOR THE DISTRICT:
Signature of Authorized Agent	Signature
Print Full Name	Print Name, Title
Date:	Date
Phone Number	Board Approved

District Use Only

Required Documents (Attach): ❑ **Proof of Car Insurance (current)** ❑ **Valid Driver's License(s)**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE

BACKGROUND INFORMATION:
The reconfiguration and modernization that took place at La Mirada and Smythe Schools, summer, 2017, left several outstanding geotechnical, laboratory, and special inspection items that need to be resolved. The District, with the assistance of the FACJPA Facilities Consultant, is looking into completing the needed work and closing out these projects with the Division of the State Architect (DSA). This scope of work is intended to allow Ninyo & Moore to be ready to respond as these items are addressed on site.

Ninyo & Moore is the geotechnical engineer and testing lab of record with DSA on these projects, and continuing the project closeout with them is highly adviseable. This proposal is based on specific knowledge of the work requiring additional testing and special inspection, but based on general reasonable assumptions of the number of trips and approach to the actual repairs. Should the work be done in a manner where more trips are necessitated, a written amendment will be prepared for board authorization in advance.

RECOMMENDATION:
Approve the agreement with Ninyo and Moore to perform geotechnical engineering, lab services, and special inspections to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects at a maximum authorized cost of $8,234.00 from the Building and/or General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
$8,234.00 (Amount)	Building / General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore, Geotechnical & Environmental Sciences Consultants	(858) 576-1000
Company/Consultant	Telephone Number
5710 Ruffin Road, San Diego, CA 92123	www.ninyoandmoore.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

Initial Term:

From: August 10, 2018 To: August 1, 2021

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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 directed 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:	**Ninyo & Moore**
Name:	Gabriel Smith, PE, Project Engineer
Name:	Mark Cuthbert, PE, Principal Engineer
Address:	5710 Ruffin Road
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 576-1000 x11235 / (858) 220-0980 c
Email:	gsmith@ninyoandmoore.com / mcuthbert@ninyoandmoore.com

DISTRICT:	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	Joanne Branch (SDCOE)
Title:	Superintendent	SDCOE – Facilities
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
Email:	Gina.potter@sysdschools.com	jbranch@sdcoe.net

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 of the District on behalf of which his or her signature is made.//

CONSULTANT	**DISTRICT**
Ninyo & Moore	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Gina A. Potter, Ed.D., Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees' 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 Assembly Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

July 31, 2018
Project No. 108288004-005

Dr. Gina Potter
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Request for Geotechnical Observation, Special Inspection, and Materials Testing Services Closeout for Summer Modernization Projects Smythe and La Mirada Elementary Schools San Ysidro, California

Dear Dr. Potter:

Based on discussions with Ms. Joanne Branch, we understand that the District is looking to closeout the Smythe and La Mirada Elementary School projects and has requested our assistance in that effort. As indicated in the Outstanding Items Log prepared by our office dated June 22, 2018, (attached) there are some outstanding geotechnical and special inspection items yet to be resolved. In addition to our log, we understand the project team has identified other items yet to be resolved; however, this other list was not made available at this time.

SCOPE OF SERVICES

Based on the Outstanding Items Log prepared by our office dated June 22, 2018, we anticipate our services through closeout may include the following:

- Perform geotechnical observation and testing during removal and replacement of backfill at the communications trench at La Mirada Elementary School
- Perform geotechnical observation and testing during removal and replacement of curb subgrade at Smythe Elementary School
- Perform special inspection and testing of post-installed anchors to replace the nonconforming anchors at the left switchgear units at Smythe and La Mirada Elementary Schools.
- Perform special inspection of field welding during replacement of the gate hinges at Smythe and La Mirada Elementary Schools.
- Prepare and submit final verified reports (DSA Form 291 and 293) for Smythe and La Mirada Elementary Schools

5710 Ruffin Road | San Diego, California 92123 | p. 858.576.1000 | www.ninyoandmoore.com

ASSUMPTIONS

In preparing this budget request, we have made the following assumptions:

- The work will be done during normal working hours (i.e., Monday through Friday, 7:00 AM to 5:00 PM). If work is to be completed differently, overtime premiums will apply and our estimated fee will increase accordingly.
- Special inspections will be performed on a periodic basis.

FEE ESTIMATE

Based on the Outstanding Items Log prepared by our office dated June 22, 2018 and the anticipated scope of services outlined above, we estimate the fee for the closeout services to be approximately $8,234 (Eight Thousand Two Hundred Thirty-Four Dollars). A breakdown of this estimated fee is shown on Table 1 (attached). This fee is based on our assumptions and scope of services presented herein. After a full list of outstanding items and/or a schedule is made available, a revised fee estimate may be prepared and provided. If you are in agreement with this request, please forward a new PSA.

ACCOUNTING HISTORY

Ninyo & Moore has been under contract (PSA dated June 13, 2017) for the Smythe and La Mirada Elementary School Summer Modernization projects in San Ysidro, California. Based on our discussions we understand that the existing contract is to be closed effective the end of June 2018. A review of our contract and accounting records indicates that proximately $6,190 remains in that budget.

We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE

Gabriel Smith, PE
Project Engineer

Mark Cuthbert, PE
Principal Engineer

GS/MC/gg

Attachments: Outstanding Items Log
Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Outstanding Items Log

Project No. 108288004 - La Mirada Elementary School (DSA Application No. 04-115907)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	NCR	1) SEOR review and comment on size and depth of anchors installed 2) Reinstall anchors as designed and shown on plans & RFI with special inspection
7/28/2017	MJL	Installation of hold downs at replaced sill plate in Building 4 do not have approved details.	NCR	1) SEOR should review and comment on new hold-downs
8/5/2017	JVC	Communication trench was excavated within a section of the cement-treated soil. Ninyo & Moore recommended backfill within the cement-treated areas should be slurry or cement-treated soil. Area was backfilled with excavated materials. N&M Comments: Backfill is not within structural areas and is not covered on the DSA 293. However backfilling with the excavated materials will result in a differential support of the asphalt. Cracking and settlement within this area should be anticipated.	Deviation	1) Leave in-place and anticipate differential subgrade behavior (cracking, settlement, and future maintenance) 2) Remove and replace backfill with slurry or cement-treated soil
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan
8/10/2017	DSL	Slump testing on the concrete placed at the gate column footings yielded a 6 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,370 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and post-welding visual inspection of the completed weld was performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Outstanding Items Log

Project No. 108288005 - Smythe Elementary School (DSA Application No. 04-115906)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/13/2017	MJL	Subgrade for G1 curbs at east island probe loose. Irrigation line broken. N&M Comments: Area is not within structural areas and is not covered on the DSA 293. However, settlement along curb should be anticipated due to the soft/loose subgrade.	Exception	1) Leave in-place and anticipate settlement and maintenance along curb line. 2) Remove curb, recompact subgrade under geotechnical observation, and replace curb.
7/18/2017	MJL	Ninyo & Moore was not present during installation of the 5/8-inch threaded rod for door frame hold-downs in Building 3. However, tension testing yielded passing results. N&M Comments: Ninyo & Moore is unable to comment on hole preparation, and/or epoxy materials and placement.	Exception	1) SEOR should comment on waiving inspection
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	Exception	1) Leave in-place and anticipate settlement and maintenance along trench line 2) Remove and replace trench backfill under geotechnical observation
7/29/2017	ZWH	Slump testing on the concrete placed for embed patching in Building 4 yielded a 5 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,540 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan.
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and only visual inspection of the completed weld could be performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Table 1 – Breakdown of Estimated Fee					
La Mirada Elementary School					
Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	$95.00 /hour	$	380.00
Field Technician, Communication Trench Backfill	8 hours @	$95.00 /hour	$	760.00
Structural Steel/Welding, Special Inspector, Gates	16 hours @	$95.00 /hour	$	1,520.00
		Subtotal	**$**	**2,660.00**
Smythe Elementary School				
Field Technician, Curb Subgrade	8 hours @	$95.00 /hour	$	760.00
Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	$95.00 /hour	$	380.00
Structural Steel/Welding, Special Inspector, Gates	20 hours @	$95.00 /hour	$	1,900.00
		Subtotal	**$**	**3,040.00**
Project Management, Technical Support, and Report Preparation				
Principal Engineer/Geologist	2 hours @	$168.00 /hour	$	336.00
Project Engineer/Geologist	6 hours @	$156.00 /hour	$	936.00
Staff Engineer/Geologist	4 hours @	$128.00 /hour	$	512.00
		Subtotal	**$**	**1,784.00**
Contingency				
General 10% Contingency			$	750.00
		Subtotal	**$**	**750.00**
TOTAL ESTIMATED FEE			**$**	**8,234.00**

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

July 31, 2018
Project No. 108288004-005

Dr. Gina Potter
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Request for Geotechnical Observation, Special Inspection, and Materials Testing Services Closeout for Summer Modernization Projects Smythe and La Mirada Elementary Schools San Ysidro, California

Dear Dr. Potter:

Based on discussions with Ms. Joanne Branch, we understand that the District is looking to closeout the Smythe and La Mirada Elementary School projects and has requested our assistance in that effort. As indicated in the Outstanding Items Log prepared by our office dated June 22, 2018, (attached) there are some outstanding geotechnical and special inspection items yet to be resolved. In addition to our log, we understand the project team has identified other items yet to be resolved; however, this other list was not made available at this time.

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Based on the Outstanding Items Log prepared by our office dated June 22, 2018, we anticipate our services through closeout may include the following:

- Perform geotechnical observation and testing during removal and replacement of backfill at the communications trench at La Mirada Elementary School
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- Perform special inspection and testing of post-installed anchors to replace the nonconforming anchors at the left switchgear units at Smythe and La Mirada Elementary Schools.
- Perform special inspection of field welding during replacement of the gate hinges at Smythe and La Mirada Elementary Schools.
- Prepare and submit final verified reports (DSA Form 291 and 293) for Smythe and La Mirada Elementary Schools

ASSUMPTIONS

In preparing this budget request, we have made the following assumptions:

- The work will be done during normal working hours (i.e., Monday through Friday, 7:00 AM to 5:00 PM). If work is to be completed differently, overtime premiums will apply and our estimated fee will increase accordingly.
- Special inspections will be performed on a periodic basis.

FEE ESTIMATE

Based on the Outstanding Items Log prepared by our office dated June 22, 2018 and the anticipated scope of services outlined above, we estimate the fee for the closeout services to be approximately $8,234 (Eight Thousand Two Hundred Thirty-Four Dollars). A breakdown of this estimated fee is shown on Table 1 (attached). This fee is based on our assumptions and scope of services presented herein. After a full list of outstanding items and/or a schedule is made available, a revised fee estimate may be prepared and provided. If you are in agreement with this request, please forward a new PSA.

ACCOUNTING HISTORY

Ninyo & Moore has been under contract (PSA dated June 13, 2017) for the Smythe and La Mirada Elementary School Summer Modernization projects in San Ysidro, California. Based on our discussions we understand that the existing contract is to be closed effective the end of June 2018. A review of our contract and accounting records indicates that proximately $6,190 remains in that budget.

We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE

Gabriel Smith, PE
Project Engineer

Mark Cuthbert, PE
Principal Engineer

GS/MC/gg

Attachments: Outstanding Items Log
Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Outstanding Items Log

Project No. 108288004 - La Mirada Elementary School (DSA Application No. 04-115907)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	NCR	1) SEOR review and comment on size and depth of anchors installed 2) Reinstall anchors as designed and shown on plans & RFI with special inspection
7/28/2017	MJL	Installation of hold downs at replaced sill plate in Building 4 do not have approved details.	NCR	1) SEOR should review and comment on new hold-downs
8/5/2017	JVC	Communication trench was excavated within a section of the cement-treated soil. Ninyo & Moore recommended backfill within the cement-treated areas should be slurry or cement-treated soil. Area was backfilled with excavated materials. N&M Comments: Backfill is not within structural areas and is not covered on the DSA 293. However backfilling with the excavated materials will result in a differential support of the asphalt. Cracking and settlement within this area should be anticipated.	Deviation	1) Leave in-place and anticipate differential subgrade behavior (cracking, settlement, and future maintenance) 2) Remove and replace backfill with slurry or cement-treated soil
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan
8/10/2017	DSL	Slump testing on the concrete placed at the gate column footings yielded a 6 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,370 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and post-welding visual inspection of the completed weld was performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Outstanding Items Log

Project No. 108288005 - Smythe Elementary School (DSA Application No. 04-115906)

June 22, 2018

Date	Inspector	Issue	Type	Potential Resolution Options
7/13/2017	MJL	Subgrade for G1 curbs at east island probe loose. Irrigation line broken. N&M Comments: Area is not within structural areas and is not covered on the DSA 293. However, settlement along curb should be anticipated due to the soft/loose subgrade.	Exception	1) Leave in-place and anticipate settlement and maintenance along curb line. 2) Remove curb, recompact subgrade under geotechnical observation, and replace curb.
7/18/2017	MJL	Ninyo & Moore was not present during installation of the 5/8-inch threaded rod for door frame hold-downs in Building 3. However, tension testing yielded passing results. N&M Comments: Ninyo & Moore is unable to comment on hole preparation, and/or epoxy materials and placement.	Exception	1) SEOR should comment on waiving inspection
7/25/2017	MJL	Depth of embedment of 1/2-inch HILTI Kwik-Bolt TZ on left Switchgear unit is 2 3/4 to 3 inches. Plans show 3-1/2 inch minimum embedment for 1/2-inch HILTI Kwik-Bolt TZ. LM 146 & BP 19.36 show 3/8-inch HILTI Kwik-Bolt TZ with 2-3/4 inch minimum embedment.	Exception	1) Leave in-place and anticipate settlement and maintenance along trench line 2) Remove and replace trench backfill under geotechnical observation
7/29/2017	ZWH	Slump testing on the concrete placed for embed patching in Building 4 yielded a 5 inch slump, which exceeded the 4 inch maximum slump specified in the project documents. N&M Comments: Results of compressive strength testing at 28 days indicated an average of 4,540 psi. Specified 28-day compressive strength is 4,000 psi.	NCR	1) SEOR should review and comment on slump
Various	DSL	A 3x3x3/16 angle was added to the bottom of the frames to support the screens. Additionally, a section of 2x3 HSS tube steel was added to support the screens in the corners of the frames. These items were not shown on the plan. N&M Comments: The 3x3x3/16 angles were approved by the SEOR (see email dated October 31, 2017). The 2x3 HSS tube steel has not been addressed and is still an outstanding item.	NCR	1) SEOR should review the as-built conditions and comment on the addition and attachment of the HSS tube steel 2) HSS tube steel should be removed and the screens should be attached at the corners per plan.
Various	DSL	Gates: various items did not meet the project documents. Items include addition of spacers, hinges used, and gate frames being notched. Additionally some welding was performed without the presence of a special inspector and only visual inspection of the completed weld could be performed. N&M Comments: Per a conference call May 2018 with IOR, Ninyo & Moore, and AOR, the gates were discussed due to gate hinges that had been damaged, failed and/or are failing. At that time there was discussion as to complete rework/replacement of the gate hardware and attachments. AOR provided Peter Wong (SYSD) with a summary of issues, deviations, and non-conformances at the gate via email on May 3, 2018.	NCR/Exception	1) Remove gates, gate hardware, and gate attachments and replace. This should be performed under observation by IOR and with special inspection.

Table 1 – Breakdown of Estimated Fee					
La Mirada Elementary School					
Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	$95.00 /hour	$	380.00
Field Technician, Communication Trench Backfill	8 hours @	$95.00 /hour	$	760.00
Structural Steel/Welding, Special Inspector, Gates	16 hours @	$95.00 /hour	$	1,520.00
		Subtotal	**$**	**2,660.00**
Smythe Elementary School				
Field Technician, Curb Subgrade	8 hours @	$95.00 /hour	$	760.00
Reinforced Concrete, Special Inspector, Switchgear Anchors	4 hours @	$95.00 /hour	$	380.00
Structural Steel/Welding, Special Inspector, Gates	20 hours @	$95.00 /hour	$	1,900.00
		Subtotal	**$**	**3,040.00**
Project Management, Technical Support, and Report Preparation				
Principal Engineer/Geologist	2 hours @	$168.00 /hour	$	336.00
Project Engineer/Geologist	6 hours @	$156.00 /hour	$	936.00
Staff Engineer/Geologist	4 hours @	$128.00 /hour	$	512.00
		Subtotal	**$**	**1,784.00**
Contingency				
General 10% Contingency			$	750.00
		Subtotal	**$**	**750.00**
TOTAL ESTIMATED FEE			**$**	**8,234.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

INITIAL: MW

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR SERVICES TO CLOSE PROJECT WITH COMPLIANCE

BACKGROUND INFORMATION:
The reconfiguration and modernization that took place at La Mirada and Smythe Schools, summer 2017, left scopes of work incomplete or noncompliant that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into completing or correcting the needed work and closing out these projects with the Division of the State Architect (DSA). This scope of work is intended to allow Aguilar Architects (Aguilar & Associates), the Architect of Record, to identify and document items for correction or completion and begin the process towards closeout (This is the first step). Once the items are scoped and a gameplan is developed to complete the work, an amendment to this agreement will be brought to the Board for consideration. The scope of work in this phase includes:

- As-Built Verification / Site Visits and Report
- Identification of Hardware issues designed by others
- Redesign of Gates and DSA Construction Change Directive Coordination
- Glulam Inspections and Report for the Multi-Purpose rooms at both sites. (Need for this scope is based on a note from the DSA Field Representative).

RECOMMENDATION:
Approve the agreement with Aguilar Architects to perform an analysis/report of items that require attention in order to prepare for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to $48,090.00 from the Building and/or General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$48,090.00 (Amount)	Building / General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Aguilar Architects Company/Consultant	(949) 387-5949 Telephone Number
1400 Quail Street, Suite 255, Newport Beach, CA 92660 Address	Aguilararchitects.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES – **POST CONSTRUCTION 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

Initial Term:

From: August 10, 2018 To: August 1, 2021 (3 years)

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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 or at its [illegible] 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:	**Aguilar Architects**
Name:	Guillermo Aguilar, AIA
Title:	Principal
Address:	1400 Quail Street, Suite 255
City/State/Zip Code:	Newport Beach, CA 92660
Telephone:	(949) 230-8875 / (949) 387-5949
Email:	gaguilar@aguilararchitects.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Joanne Branch (SDCOE)
Title:	Chief Business Official	SDCOE – FACJPA Facilities Consultant
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 x3004	(858) 292-3735
Email:	Marilyn.adrianzen@sysdschools.com	jbranch@sdcoe.net

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 of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
Aguilar Architects	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Gina A. Potter, Ed.D., Superintendent
Print Name, Title	Print Name, Title
Date:	Date
	08-09-18
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees' 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 Assembly Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

Aguilar Architects
1400 Quail Street, Suite 255
Newport Beach, CA 92660
C 949.230.8875
T 949.387.5949
aguilararchitects.com

July 26, 2018 - Revised 7/30/2018

Ms. Joanne Branch, DBIA
School Facility Planning Coordinator
San Diego County Office of Education
Educational Facility Solutions Group
6401 Linda Vista Road, #506
San Diego, CA 92111

Subject: **Post Construction Services Proposal for**
Smythe and La Mirada Elementary School Modernizations
San Ysidro School District

Dear Joanne,

Aguilar Architects, Inc. is pleased to present this revised proposal for Architecture, and Engineering Post Construction Services for the above projects previously designed by our office. We welcome your expertise in assisting the San Ysidro School District (our client) deal with the construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada elementary schools. It is our understanding that you are acting as the Interim Director of Facilities (consultant) for the San Ysidro School District with closing out these projects, and specifically creating a list of outstanding construction items that are impeding the closeout of the schools, as well as an acceptable completion of the work for project acceptance by the District. The tasks associated with this service will be an expansion and addition to our 6/4/18 memorandum "PENDING ITEMS FOR SCHOOL CLOSEOUT"

SCOPE OF WORK

We have divided our services into six tasks as follows:

Task A – As-Built Verification / Site Visits and Report

Per our on-site meeting on July 17th, we are performing site visits to document work to be repaired and/or finished, and measurements (if needed), to complete the list of items for the Lease-Lease Back contractor to: Complete, Repair, Re-work, or Replace work that was left outstanding by the contractor.

The list will provide a final itemization of pending and post-construction punch list items for project completion. Aguilar Architects will perform site visits with our engineers and develop the outstanding list of construction items, identifying the associated contract documents page, or plan sheet documentation where the construction item is required to be completed or re-worked, etc.

This report will not include graphics or photographs depicting the site conditions; however, a graphic report can be compiled by us if requested by the District. As discussed, this will be an additional service.

Task B – Coordinate with District's Hardware Consultant

Although hardware specifications were not a part of our basic contract, Aguilar Architects has agreed with the District to perform an installation and functionality report as an alternate to the District re-hiring the original District's hardware consultant (Allegion). This report will not include technical information and or installation specifications above and beyond as those provided by the District's consultant. Using the existing documents provided by Allegion, we will verify that the right hardware was installed, and the functionality of same in the field. Any deficiencies will be noted. As it has been noted from our previous site visit with you, several hardware issues are not yet resolved, and some require immediate attention for building security.

Tasks C and D – Gates Re-design and DSA CCD Coordination

The scope of this work excludes the documentation of existing conditions, review of inspector reports, and report on the issues that in our opinion have caused the gate hinges to fail and which were presented to the District on May 14th, 2018. These tasks include the redesign of the hinges that had failed with new self-closing hinges; redesign of the gate posts to receive the new hinge/closers which have a wider profile; and to provide an additional level of safety and security for the main school gates. In addition, we will prepare a CCD for DSA submittal and approval prior to the reconstruction and field modifications by the contractor. The fees associated with these tasks include meetings at DSA and one site visit by our team with our structural engineer.

Task E – Construction Observation and Coordination with District, DSA, and Inspectors

This task will be a separate as-needed agreement and is therefore deleted from this proposal.

Task F – Glulam Inspections and Report

As DSA has been concerned regarding one existing glulam beam that has been cracked and delaminated, the District has requested we include a report and assessment of the existing glulam beams at the MPR buildings on both schools. Our Phase I report will include the following:

- Provide the visual observation for the structural integrity of the existing glulam beams. Based on this observation, a non- destructive test may be recommended on one or two beams that are delaminating. This will include the one beam that has failed.
- We will provide the non-destructive test protocol for a specialized testing laboratory to perform the test.
- Review the tests for further recommendations, including reinforcement, or repair/replace as needed.
- Obtain DSA permits for the test protocol, provide drawings for approval by DSA and attend repair site visits with the DSA IOR.

OPTIONAL SERVICES

The following services have not been included in this proposal, but may be provided as Supplemental Services at the request and authorization of the District:

1. Application and presentation to DSA other than as listed above
2. Application and presentation to city of San Diego and/or DHS
3. Phased construction document packages
4. IT/Low Voltage inspections on District's installed equipment
5. Security assessments, Security Consultant/Engineer
6. Presentations, graphic exhibits, and/or meetings other than those outlined above

COMPENSATION

For the Basic Services described above, we propose an hourly rate not to exceed fee per Exhibit A attached.

* * * * *

If you find this proposal satisfactory, it will be used as the basis of a formal agreement with terms and conditions incorporating the intent of this proposal. If you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss the proposal with you.

Thank you for the opportunity to submit our proposal to you. We enthusiastically look forward to working with you on completing this project.

Very truly yours,
Aguilar Architects, Inc.

Guillermo Aguilar, AIA
Principal

C.C. Tim Hall
File

TASKS	TASK HOURS	TOTAL FEE PER TASK
As-Built Verification / Site Visits and Itemized Punch List Report	136.00	$ 22,360.00
Hardware Punch List and Documentation Report	16.00	$ 2,720.00
Gates Re-design	36.00	$ 6,480.00
Gates CCD and DSA Coordination	58.00	$ 9,970.00
Post construction CA and Coordination with District and Inspectors	0.00	$ -
Glulam Beams Observation and Assessments Phase 1 and 2	40.00	$ 6,560.00
TOTAL	**286.00**	**$ 48,090.00**

		ESTIMATED HOURS					
		architect	Structural		Civil	TOTAL	
TASK A - As-Built Verification / Site Visits and Itemized Punch List Report	HOURLY RATE	AGUILAR	VCA	MEP tk1sc	PENCO	HOURS	TOTAL FEE
• Principal	$ 205.00	6	4	4	4	18	$ 3,690.00
• Project Manager	$ 165.00	48	4	18	8	78	$ 12,870.00
• Project Job Captain	$ 145.00	40	0	0	0	40	$ 5,800.00
• Project Designer	$ 145.00	0	0	0	0	0	$ -
• Designer	$ 115.00	0	0	0	0	0	$ -
• CAD/BIM Resource	$ 115.00	0	0	0	0	0	$ -
TOTAL		94	8	22	12	136	$ 22,360.00
TASK B - Hardware Punch List and Documentation Report							
• Principal	$ 205.00	4	0	0	0	4	$ 820.00
• Project Manager	$ 165.00	8	0	0	0	8	$ 1,320.00
• Project Job Captain	$ 145.00	4	0	0	0	4	$ 580.00
• Project Designer	$ 145.00	0	0	0	0	0	$ -
• Designer	$ 115.00	0	0	0	0	0	$ -
• CAD/BIM Resource	$ 115.00	0	0	0	0	0	$ -
TOTAL		16	0	0	4	20	$ 2,720.00
TASK C - Gates Redesign							
• Principal	$ 205.00	4	4	0	0	8	$ 1,640.00
• Project Manager	$ 165.00	18	4	0	0	22	$ 3,630.00
• Project Job Captain	$ 145.00	0	0	0		0	$ -
• Project Designer	$ 145.00	0	2	0		2	$ 290.00
• Designer	$ 115.00	0	0	0		0	$ -
• CAD/BIM Resource	$ 115.00	2	2	4		8	$ 920.00
TOTAL		24	12	4	0	40	$ 6,480.00

		ESTIMATED HOURS					
TASK D - Gates CCD and DSA Coordination	HOURLY RATE	architect AGUILAR	Structural VCA	MEP	Civil tk1sc	PENCO	TOTAL HOURS	TOTAL FEE
• Principal	$ 205.00	6	4	0	0		10	$ 2,050.00
• Project Manager	$ 165.00	40	8	0	0		48	$ 7,920.00
• Project Job Captain	$ 145.00	0	0	0			0	$ -
• Project Designer	$ 145.00	0	0	0			0	$ -
• Designer	$ 115.00	0	0	0			0	$ -
• CAD/BIM Resource	$ 115.00	0	0	0			0	$ -
TOTAL		46	12	0	0		58	$ 9,970.00
TASK E - DELETED - Post construction CA and Coordination with District and Inspectors								
TASK F - Glulam Beams Observation and Assessments Phase 1 and 2								
• Principal	$ 205.00	2	4	0	0		6	$ 1,230.00
• Project Manager	$ 165.00	6	20	0	0		26	$ 4,290.00
• Project Job Captain	$ 145.00	0	0	0			0	$ -
• Project Designer	$ 145.00	0	4	0			4	$ 580.00
• Designer	$ 115.00	0	0	0			0	$ -
• CAD/BIM Resource	$ 115.00	0	4	0			4	$ 460.00
TOTAL		8	32	0	0		40	$ 6,560.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Nutrition Services
Paloma Perez, Director

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AWARD BID NO. 18/19-340 AND APPROVE AGREEMENT WITH AMERICAN PRODUCE DISTRIBUTORS FOR THE PURCHASE OF FRESH PRODUCE

BACKGROUND INFORMATION:
The Nutrition Services Department went out to bid for the purchase of fresh produce. The bid was published on July 9th and July 16th. During the bidding process, three (3) packets were sent to qualifying vendors. Only one (1) bidder responded.

The District recommends that Bid #18/19-340 be awarded to American Mushroom, Inc. dba American Produce Distributors in the amount up to $169,076.05. The term would be for one year with the option to extend up to four renewal years upon mutual written agreement.

RECOMMENDATION:
Award Bid No. 18/19-340 and approve the agreement with American Mushroom, Inc. dba American Produce Distributors to purchase fresh fruits and vegetables, in an amount up to $169,076.05 from the Child Nutrition fund.

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 **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$169,076.05 (Amount)	Child Nutrition (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

G Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

CONTRACT

THIS CONTRACT made and entered into this 10th day of August, 20 18, by and between the San Ysidro School District, San Diego County, California, hereinafter called the District, and American Mushroom Inc. dba American Produce Distributors hereinafter called the Bidder.

BID 18-19/340
PURCHASE OF FRESH PRODUCE

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of all the documents listed in the Table of Contents, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Bidder are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The Bidder agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Bidder that all items or service will be promptly delivered to the District.

3. PAYMENTS: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the District, the District agrees to pay to the Bidder, and the Bidder agrees to accept in full payment therefore, the sums set opposite each item.

4. TERMINATION FOR BREACH: If said Bidder fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, 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 Bidder responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be 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. 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 Bidder, 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.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

a) By an acceptable lump sum proposal from the Bidder
b) By unit prices agreed upon by the District and the Bidder

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

11. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

12. DEFENSE AND INDEMNITY: The District shall not be liable for, and Bidder shall defend and indemnify the District and its officers, agents, employees and volunteers ("Collective Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines and mechanics' liens or other liens, labor disputes. Losses, damages, expenses charges or costs of any kind or character, including attorneys' fees and courts costs (hereinafter referred to as "Claims"), which arise out of or are in any way connected to the work covered by the Contract arising either directly or indirectly from any act, error, omission or negligence of Bidder, its officers, employees, agent, Bidders, licensees, or servants, including without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive parties. Bidder shall have no obligation, however, to defend or indemnify District parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Parties.

13. CONTACT WITH STUDENTS: Bidder or its employees may not come into contact with pupils or communicate with pupils per provisions within in bid documents.

14. HAZARD CONDITIONAL BID: Bidders shall comply with all environmental laws and all other rules, regulations and requirements regarding hazard materials, health and safety, notices and training.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Bidder has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR: American Mushroom Inc. dba American Produce Distributors'

SAN YSIDRO SCHOOL DISTRICT:

License No. 854398 (Corporate License)

By Gina A. Potter, Ed.D.

By Michael Paluso

Title Superintendent

Title President

For the Governing Board

(Corporate Seal)

08-09-18

American Produce
Vendor Name

Bid # 18-19/340 Purchase or Fresh Produce

Category I				
ITEM DESCRIPTION	PACK SIZE	ESTIMATED USAGE	UNIT COST	TOTAL EXTENDED COST
APPLES, GRANNY SMITH	163 CTN	190	$ 26.90	$ 5,111.00
APPLES, GALA	163 CTN	650	$ 25.90	$ 16,835.00
APRICOTS	LBS	100	$ 1.55	$ 155.00
AVOCADOS	EA	500	$ 1.45	$ 725.00
BANANA, PETITE	150CTN	450	$ 19.90	$ 8,955.00
BELL PEPPERS	EA	150	$ 0.28	$ 42.00
BLACKBERRIES	LB	50	$ 8.15	$ 407.50
BLUEBERRIES	LB	50	$ 7.85	$ 392.50
BROCCOLI	LBS	400	$ 1.57	$ 628.00
CABBAGE, GREEN	EA	20	$ 0.70	$ 14.00
CABBAGE, RED	EA	20	$ 0.80	$ 16.00
CAULIFOWER	EA	20	$ 1.60	$ 32.00
CANTALOUPE	EA	250	$ 2.25	$ 562.50
CARROTS	LBS	50	$ 0.60	$ 30.00
CILANTRO	BUNCH	50	$ 0.30	$ 15.00
CHILE JALAPENOS	LBS	20	$ 0.70	$ 14.00
CHILE SERRANO PEPPERS	LBS	20	$ 0.75	$ 15.00
CUCUMBERS, MID-SIZE	EA	2,500	$ 0.39	$ 975.00
CUCUMBERS, PERSIAN	EA	300	$ 0.15	$ 45.00
GARLIC	LBS	30	$ 2.99	$ 89.70
GRAPES, RED SEEDLESS	LBS	1200	$ 1.75	$ 2,100.00
GRAPES, GREEN	LBS	500	$ 1.95	$ 975.00
GRAPES, BLACK	LBS	500	$ 1.75	$ 875.00
GREEN BEANS	LBS	60	$ 1.40	$ 84.00
GUAVAS	LBS	200	$ 2.10	$ 420.00
HONEYDEW	4-9CT	80	$ 15.50	$ 1,240.00
KALE, ORGANIC	LBS	50	$ 5.50	$ 275.00
KIWI LOOSE	33/36 CT	120	$ 16.00	$ 1,920.00
KUMQUATS (LOCAL)	LBS	250	$ 3.90	$ 975.00
LEMONS	EA	2,000	$ 0.39	$ 780.00
LIMES	EA	1,000	$ 0.15	$ 150.00
MANDARINS	LBS	4,000	$ 1.59	$ 6,360.00
MANGOES	CTN	30	$ 12.50	$ 375.00
MANDARINS, HALO	20LBS	300	$ 27.00	$ 8,100.00
MANDARINS, SATSUMA	120 CT (25 #)	100	$ 29.00	$ 2,900.00
MINNEOLAS, TANGELO	90CT	150	$ 30.00	$ 4,500.00
MINT	1/4LBS	20	$ 1.95	$ 39.00
MUSHROOMS	LBS	50	$ 2.10	$ 105.00
NECTARINES (REGIONAL)	LBS	800	$ 1.12	$ 896.00
NECTARINES, WHITE	LBS	800	$ 1.12	$ 896.00
ONIONS, GREEN	BUNCHES	50	$ 0.36	$ 18.00
ONIONS, YELLOW, MEDIUM	LBS	50	$ 0.30	$ 15.00
ORANGES, BLOOD (LOCAL)	CTN	60	$ 29.00	$ 1,740.00
ORANGES, CARA CARA	LBS	100	$ 0.75	$ 75.00

Cont. Category I				
ORANGES, NAVEL	113CTN	450	$ 21.00	$ 9,450.00
PEACHES	LBS	1,500	$ 1.18	$ 1,770.00
PEARS, ASIAN	LBS	800	$ 1.10	$ 880.00
PEARS BARLETT/DANJOU	LBS	800	$ 0.80	$ 640.00
PERSIMMONS, FUYU	LBS	200	$ 2.15	$ 430.00
PLUMS	LBS	2,000	$ 1.10	$ 2,200.00
POMEGRANATE	LBS	300	$ 1.36	$ 408.00
POTATOES, RUSSET	LBS	50	$ 0.50	$ 25.00
POTATOES, SWEET	LBS	50	$ 0.70	$ 35.00
POTATOES, FINGERLING	LBS	50	$ 1.30	$ 65.00
RASPBERRY	LBS	300	$ 9.50	$ 2,850.00
ROMAINE, GREEN	LBS	50	$ 0.47	$ 23.50
SPINACH, BABY	LBS	50	$ 3.95	$ 197.50
STRAWBERRIES	LBS	2000	$ 2.63	$ 5,260.00
STRAWBERRIES, ORGANIC	LBS	1000	$ 3.50	$ 3,500.00
TANGERINES (ASSORTED)	LBS	2,500	$ 1.49	$ 3,725.00
TOMATOES, CHERRY	12 PINT	100	$ 17.00	$ 1,700.00
TOMATOES, ROMA	LBS	50	$ 0.95	$ 47.50
WATERMELON, SEEDLESS	EACH	500	$ 6.75	$ 3,375.00

Category II				
APPLES, SLICED	3LBS BAG	800	$ 5.50	$ 4,400.00
APPLES, SLICED	150/2OZ CTN	50	$ 45.50	$ 2,275.00
BELL PEPPER SLICED RED	5LB BAG	25	$ 21.61	$ 540.25
BROCCOLI BUDS	3LB BAG	620	$ 5.40	$ 3,348.00
BROCCOLI FLORETS ½ CUP/1.11OZ	50/CTN	30	$ 21.96	$ 658.80
CABBAGE COLE SLAW 3 WAY	5LB BAG	30	$ 3.80	$ 114.00
CABBAGE RED SHREDDED	5LB BAG	100	$ 6.45	$ 645.00
CARROT SHREDDED	5LBS BAG	150	$ 6.08	$ 912.00
CARROT STICKS	5LBS BAG	550	$ 7.50	$ 4,125.00
CARROT STICKS 1/2CUP	50/3OZ/CTN	30	$ 22.86	$ 685.80
CARROTS, BABY PEELED	150/2OZ CTN	200	$ 19.50	$ 3,900.00
CARROTS, RAINBOW BABY	25LBS	50	$ 22.00	$ 1,100.00
CAULIFLOWER FLORETS	3LB BAG	50	$ 9.30	$ 465.00
CELERY STICKS	5LB BAG	500	$ 8.00	$ 4,000.00
CUCUMBER SLICED ½ CUP	50/CTN	50	$ 27.75	$ 1,387.50
EDAMAME ½ CUP/3OZ	50/CTN	30	$ 42.95	$ 1,288.50
JICAMA STICK	5LB BAG	1,200	$ 11.20	$ 13,440.00
JICAMA STICK CUP	50/CTN	50	$ 35.95	$ 1,797.50
LETTUCE ICEBERG SHREDDED	5LB BAG	220	$ 3.80	$ 836.00
LETTUCE ROMAINE CHOPPED	2LB BAG	1,200	$ 3.75	$ 4,500.00
MANGO CHUNKS ½ CUP	50/CTN	20	$ 53.50	$ 1,070.00
PICO DE GALLO DICED	5LB TUB	200	$ 15.50	$ 3,100.00
PINEAPPLE SPEARS	50/CTN	50	$ 46.00	$ 2,300.00
SPINACH CLEANED	2.5LB BAG	250	$ 3.50	$ 875.00
TOMATO CHERY 2.64OZ	50/CTN	30	$ 35.30	$ 1,059.00
WATERMELON SEEDLESS SPEARS	50/CNT	100	$ 28.00	$ 2,800.00

GRAND TOTAL **$ 169,076.05**

SAN YSIDRO SCHOOL DISTRICT

BID INFORMATION DOCUMENTS

FOR
BID NO. 18-19/340

PURCHASE OF
FRESH PRODUCE
4350 Otay Mesa Road
San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT
Paloma Perez Bertrand, Bid Administrator
4350 OTAY MESA ROAD
SAN DIEGO, CA 92173
619 428 4476 X3011
Fax: 619 428 9355

ADVERTISEMENT DATES:

July 9, 2018
July 16, 2018

BIDS DUE: No Later Than July 23, 2018 at 2:00 P.M, Office of Nutrition Services, San Ysidro School District.

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*These documents marked with (*) are to be returned with the Bid Response Form at time of bid opening. Failure to include these forms may result in the bid being deemed as non-responsive, non-responsible.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that San Ysidro School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **2:00 P.M. (PST) of July 23rd, 2018 ,** sealed bids for the award of a contract(s) for:

Bid No. 18-19/340
PURCHASE OF FRESH PRODUCE

Bids shall be received in the office of the Child Nutrition Services, 4350 Otay Mesa Road, San Diego, CA 92173. Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

Copies of the bid documents may be obtained at the San Ysidro School District, Nutrition Services Office located at 4350 Otay Mesa Road, San Ysidro, CA 92173. Any questions please contact Ms. Paloma Perez - paloma.perez@sysd.k12.ca.us or at (619) 428-4476 x 3011.

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, and to judge the merit and qualifications of the bidder and of the produce offered.

San Ysidro School District Governing Board

Publication: San Diego Union Tribune
Publication Dates: July 9 & 16, 2018

INSTRUCTIONS TO BIDDERS

SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed with required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered.

DELIVERY OF DOCUMENTS

The successful Bidder agent shall, within five (5) calendar days after notice by the District, sign and deliver to the District all certificates of insurance and other required documents. All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California.

In the event the Bidder to whom an award is made fails or refuses to so deliver such required documents, the District may award the services to the next responsible Bidder, or may reject all bids and call for new bids.

PREPARATION OF BID FORM

The District invites bids on the attached Bid Response Form to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All prices must be stated in both words and figures where so indicated. Where there is a conflict in the words and figures, the words shall govern. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Bid 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 Bid Response Form by the District. In case of error, unit prices will govern and extensions will be corrected. Bidders must bid all items on the Quotation Sheet(s). Failure to bid all items in the specified lots will be grounds for bid rejection.

Bidder must insert only one unit price for each item on the Quotation Sheet(s). Additional unit prices inserted for any one item will not be considered unless alternate bids are specifically requested. A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item.

MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any request to withdraw a bid shall be so worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the scheduled time for receipt of bids, so long as the resubmitted bids are in full conformance with the Contract Documents. After the scheduled closing time for receipt of bids, a bidder may not withdraw its bid until the expiration of sixty (60) calendar days, after which time a bid may be withdrawn only in writing and in advance of actual award of the Contract.

QUESTIONS PERTAINING TO THIS BID

Any questions relative to this Bid shall be in writing, via email only, on company letterhead and directed to Paloma Perez Bertrand no later than 2:00 p.m. (PST) on July 16th, 2018 at the address specified:

Paloma Perez Bertrand, Bid Administrator
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173
E-mail: paloma.perez@sysd.k12.ca.us

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

AWARD OF CONTRACT

Acceptance of a Bid Proposal occurs upon Award of Contract, under Education Code §17604 the Contract for Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest responsive Bid Proposal, and in accordance with the applicable provisions of the Instructions to bidders and the Bid Proposal form.

The District shall take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts.
On this order(s) the District reserves the right to award this contract to multiple bidders, or to group like items in sections.
The District reserves the right to award this contract to multiple bidders, or to group like items in sections.

QUANTITY OF ITEMS TO PURCHASE

These quantities are based on the estimated quantities the District will purchase for the next fiscal year and may be ordered on a scheduled or as-needed basis, unless otherwise specified herein. The District shall not be obligated to purchase any particular quantity of goods, nor may the Contractor invoice for any unused quantities upon termination of the contract.

EVALUATION CRITERIA

The factors used to decide the award will **NOT** be based on price alone, but also on the following: price, quality, availability, ease of ordering, and responsiveness. Other factors that may be used in the evaluation will be the ability to meet the District's geographic preference criterion; packaging of minimally processed products; applicable labeling requirements; compliance with contract terms, conditions, and specifications; discounts offered; vendor's past performance; minimum order and delivery; payment terms; long term costs; and, any other relevant factor that may arise during the review process after bid opening.

RESERVATION

The District reserves the right to reject any or all bids, or any portion thereof, to abandon the work entirely, or to waive any irregularities or nonsubstantive informalities in any bids or in the bidding as the interests of the District may require.

TERM

Pursuant to the terms of this Agreement, The District may, at its sole discretion, exercise the option to purchase any item on the bid. The initial contract period will be for one twelve-month period. After the initial contract period, the contract is subject to four (4) additional twelve (12) month extensions, for a maximum of five (5) years total.

The contract extension will be at the District's option and will be subject to all terms and conditions and bid pricing as submitted with this bid. Future pricing provisions are described in the following sections.

Extensions are contingent upon performance and written mutual consent of the District and the Bidder.

PREVIOUS PERFORMANCE

A Vendor may be ruled "non-responsible" based upon Vendor's unacceptable past performance which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.

Bidders are advised that the District reserves the right to reject a bid from vendor that cannot demonstrate the ability to provide the services required. Bidders are subject to providing verification that they have been in the business as required for compliance with the requirements of this invitation for bids, for at least three (3) years.

Past service and delivery performance are factors in the determination of award against this bid. Bidder's past performance practices and service to the District or other districts will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award.

PRICES

Bidders must quote prices "F.O.B. Destination". All items shall be offered and priced F.O.B. destination at San Ysidro School District receiving/delivery locations as designated on District issued purchase orders. All shipments shall reference the assigned purchase order number. No charge for freight, packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

The District will reject shipments sent C.O.D. or freight collect.

No bid shall include California sales or use tax, or Federal excise tax.

All Bid prices quoted herein shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.

PRICE DECREASES

If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect.

DISCOUNTS

Any discounts which the Vendor desires to provide the District must be stated clearly on the bid proposal form itself so that the District can calculate properly the net cost of the bid proposal. The cash discounts of less than 10 days will be considered net. Cash discounts, when given, will be figured from date of receipt of auditable invoices, provided that complete delivery and acceptance of the order has been made. If tests are necessary, cash discounts will be figured from date of acceptance of test report by District. Trade discounts must be deducted from price offers and only the net amount shown on the bid form.

FUEL SURCHARGES

Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in bid pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.

ADDITIONAL ITEMS

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. This includes new/improved products or different size capacities. Price shall be defined as "all costs including freight and inside delivery" and placed in designated areas at the District warehouse or designated sites.

PRODUCT RECALL

In the event a Vendor's product is recalled, Vendor will immediately notify the Food and Nutrition designated representative. Vendor will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.

USAGE FIGURES

Vendor shall furnish the Food and Nutrition Department with accurate usage figures of the items under contract and shall submit the total District usage of each item on a monthly basis as well as at the end of the contract period. These reports must include total monthly and year-to-date quantities per item used by all schools and a total dollar amount (combined). Usage reports shall be submitted within 15 calendar days after the end of each month or contract period.

WORKERS COMPENSATION

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

> "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 the work of this contract."

The form of such certificate is included as part of the contract documents.

INSURANCE AND INDEMNIFICATION

Successful bidder 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 bidder 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 bidder will be required to furnish certificates of insurance with an endorsement of the policy naming the District as an additionally insured party prior to start of contract.

Comprehensive General Liability Insurance
With a combined single limit per occurrence of not less than...$2,000,000.00

Or

Commercial General Liability and Property Damage Insurance
(including commercial automobile liability insurance) which provides limits of not less than:

Per occurrence (combined single limit)	$1,000,000.00
Project Specific Aggregate (for this contract only)	$2,000,000.00
Products/Completed Operations	$1,000,000.00
Personal & Advertising Injury Limit	$1,000,000.00

Fire Damage	$ 100,000.00
Medical Expense (per person)	$ 5,000.00

Coverage must be per occurrence NOT claims made.

Automobile Liability Insurance: Shall cover all owned, non-owned, and hired vehicles with coverage of $1,000,000 combined single limit.

Insurance certificate must name San Ysidro School District as additional insured.

An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the San Ysidro School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

The Bidder shall not commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District Bid Administrator. All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California.

(1) As specified below, the Bidder shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations are by himself or by anyone directly employed by him.

(2) The Bidder agrees to save harmless 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 Bidder or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his product, 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 Bidder 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 Bidder 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) Bidder shall defend, indemnify, protect and hold San Ysidro School 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 causes or claimed to be caused by Bidder's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement

prohibiting Bidder 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 45122.1.

(3) Certificates of Insurance:

(a) Certificates shall be filed with the District's Bid Administrator.

(b) Certificates shall have included the following clauses:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Ysidro School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice."

MICHELE MONTOYA SCHOOL SAFETY ACT (Chapter 588, 1997 Statutes)
(Communications with Pupils)

In performing this Agreement, the successful Bidders shall be required to prohibit its employees from having contact with pupils. Any employees who perform services under this agreement will not be permitted to come in contact with pupils or communicate with pupils. Vendor shall be responsible for any injury resulting from failure to prohibit pupil contact or communications. Vendor shall defend, indemnify, protect, and hold San Ysidro School District and its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Vendor's failure to prohibit its employees from having pupil contact or communication.

REQUIRED CERTIFICATIONS

By law it is the District's responsibility to determine whether a Bidder must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a Bidder working on a school site is required. Factors to be considered include the length of time the Bidder's employees are on school grounds, whether students are in proximity with the location where the Bidder's employees are working, and whether the Bidder's employees are working alone or with others. **It has been determined that fingerprint certification is required for this bid.** These forms are included with the bid package and must be signed under the penalty of perjury and dated.

FOOD DEFENSE

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the Public Health Security and Bioterrorism Preparedness and Response Act (Public Law 107-188, Section 305). For further information, visit the FDA's official site at www.cfsan.fda.gov/~dms/fsbtac12.html. Failure to register prior to the close of the bid shall result in the bidder's disqualification for contract award.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

The bidder is solely and exclusively responsible for employment of individuals for the work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

DAMAGE TO DISTRICT PROPERTY

Any damage caused by the Bidder to District property shall be repaired to its original condition at the Bidder's expense.

ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subBidders employed on the work by him.

ETHICS IN BIDDING

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by bidders to secure a lower proposal from another bidder on that project (bid shopping). Suppliers should not request information for the bidder regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

BIDDER IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT

The relationship between the Bidder and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Bidder shall, at all times, maintain its status as an independent Bidder and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose.

CONTAINER COSTS AND DELIVERY

All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be constructed to ensure safe transportation to point of delivery.

FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District's Bid Administrator. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after bid opening;
B. Clearly identify the specific irregularity or accusation;
C. Clearly identify the specific District staff determination or recommendation being protested;
D. Specify, in detail, the grounds of the protest and the facts supporting the protest based on the provisions of the Public Contract Code; and
E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District's Bid Administrator, or other designated District staff member, shall review the basis of the protest and all relevant information. The Bid Administrator will provide a written decision to the protestor. The protestor may then appeal the decision of the Bid Administrator to the District's Assistant Superintendent Business Services.

RESPONSIBILITY FOR SUPPLIES AND MATERIALS

The Bidder 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. The Bidder shall bear all risks as to rejected supplies after notice of rejection, except that 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 gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

COMPLIANCE WITH OSHA

Vendor agrees that all item(s) offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify and hold the District harmless for any failure to so conform.

FOOD SECURITY

Vendors shall ensure that all food and beverage products meet local, State and federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Vendors shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching the District.

SAFETY REQUIREMENTS

The District reserves the right to reject any materials, supplies, and equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representative shall be final. Any product rejected as unsafe shall either be corrected by or returned to the Bidder at no expense to the District. All materials and equipment must comply with OSHA and CALOSHA requirements.

VARIATIONS TO BID AND AWARDED PRODUCTS

If requested information is not provided on the Bid Response Form, the bid will be considered non-responsive, non-responsible. After contract has been awarded, all foods, beverages, supplies, and equipment furnished must comply with the specifications and will be subject to inspection and approval of the Food and Nutrition Department. The District reserves the right to reject, at the risk and expense of the Vendor, any portion of any offer which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

DELIVERY CONDITIONS

The Vendor's delivery person shall display identification as an employee of the Vendor and check in with the Food and Nutrition designated representative upon arrival at the warehouse or school site prior to unloading product into the facility. The merchandise will be unloaded and placed in the building in an area designated by an authorized representative of the District. Food and Nutrition staff members shall not be required to enter Vendor's vehicles to verify any issues related to the delivery.

LABELING

Packaged produce shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date

INSPECTION AND TESTING

The Vendor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Vendor's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Vendor's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.

DISTRICT INSPECTION

All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall immediately remedy such defect in a manner satisfactory to the District.

EXCUSE FOR NONPERFORMANCE--FORCE MAJEURE CLAUSE

The Bidder 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.

DEFAULT

If the Bidder refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Bidder should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-Bidders should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Contract, 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.

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 San Diego County.

BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products are purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336. 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. Upon request, vendors shall provide certification of the origin of food products.

LOCAL PRODUCE PROGRAM

Bidder shall outline their company's local produce program. The outline shall include a list of the names of local farmers that work with the Bidder. Bidder shall provide a list of some of the products that may be available to the District from these local farms. Specifically, the District is interested in products that may be available in quantities sufficient enough to handle the volume needs of the District. Bidder shall provide the location of local farms so that the District can evaluate the farms that might be able to provide products to the District per the District's three (3) tiered definition of local as outlined below.

Locally Grown. The term locally grown refers to fresh or lightly processed fruits and vegetables which have been grown and/or raised within the area defined below. Foods which are manufactured in San Diego, but do not contain food grown or raised within the area defined by

San Ysidro School District to be local, will be considered to be a *locally manufactured* food product, not *locally grown* and they should be tracked and marketed as such.

The District has a three (3) tiered definition of local that applies to fresh (raw, cut) and value added (nuts, tofu, etc.) products:

1. Local: Grown/raised in California within 25 miles of the San Diego County Line
2. Regional: Grown/processed in California within 250 miles of San Diego County Line
3. California: Grown/ processed within the State of California.

PURCHASE ORDERS

All work done pursuant to this bid shall be as approved and directed by the District in writing. The District shall prepare a written purchase order for each portion of the order at the time the District is prepared to proceed with the order.

INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The Vendor will retain a second copy to support the monthly statement. The Vendor will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school. Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

San Ysidro School District,
Food and Nutrition Department Accounts Payable
4350 Otay Mesa Rd.
San Ysidro, CA 92173

A sample of the successful Vendor's invoice and statement will be required after the contract is awarded. Cash discount will be applied to payment for the entire billing period. Terms of Net 10 days or more will be considered.

CONFLICT OF INTEREST

By its signature hereunder, Bidder certifies that no District employee, administrator, Governing Board member, officer or agent whose position in the District's service enable him/her to influence any award of the bid or any competing bid and no District employee, spouse or economic dependent of such employee, officer or agent, shall have any direct financial interest in any transaction resulting from this request of bid. If such conflict exists, the Bidder will notify the District in writing immediately.

CONTACT WITH DISTRICT PERSONNEL

At no time prior to the District's notice of contract award, shall the Bidder contact any District representative, Governing Board member, employee, officer, agent, or personnel working on behalf of the District for the purpose of gaining an unfair advantage or influencing the bidding process. Any contact by a Bidder with a District representative or employee, except those as designated above, may be deemed as an inappropriate contact. Such contact could subject the Bidder to disqualification from the bid award process.

GRATUITIES

District policy precludes employees from accepting any gratuities from Vendors. Rebates or any other commission or discount must be issued to the San Ysidro School District.

DELIVERIES

Bidder is required to haul away any trash and debris generated by Bidder. Use of District dumpsters will not be an acceptable means of removing trash and debris. When delivery instructions are indicated when an order is placed, vendor must comply with District's delivery instructions. If vendor fails to comply with District's instructions, then the District reserves the right to refuse delivery until the vendor complies with instructions. District will not be charged for any additional shipping charges if the Bidder fails to comply with instructions.

The Bidder shall be mindful of students on campus at all times. Vehicles shall have working audio warning devices for reverse motion. Vendor trucks shall be equipped with lift gates when delivering pallets of material. School sites do not have loading docks or fork lifts. It is the responsibility of the vendor to off-load materials at a site designated location.

AMERICAN WITH DISABILITIES ACT

Vendor assures the District that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Contractors who will perform more than $100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the bid package. The District is prohibited from contracting with Vendors that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Vendor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Contractor regarding lobbying activities. If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, 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 at the same price and upon the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code. The San Ysidro School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause **will not** affect the outcome of this award.

(Please Initial)

PIGGYBACK OPTION GRANTED _____
PIGGYBACK OPTION **NOT** GRANTED _____

SPECIFICATIONS/CONTRACT SCOPE

1 **Purpose:** San Ysidro School District is soliciting bids from qualified vendors to provide fresh produce items for use in the food and nutrition program. Fresh produce items are to be delivered to the Food and Nutrition Department's warehouse located at 4350 Otay Mesa Road, San Ysidro, CA 91273 or to the individual school sites as listed on the List of Schools and Addresses. Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

2 **Term of Contract:** The term of the Contract will be one (1) year. The District reserves the right to extend this contract for four or more years (not to exceed five years). Contract extensions will be approved in one year increments under the same terms, and conditions as the original agreement.

3 **Method of Pricing and Completing Bid:**

Bidder shall offer one firm, fixed price for each item offered on the Quotation Forms. The produce items listed on the Quotation forms in this bid are classified into two categories:
Category I for fresh whole fruits and vegetables;
Category II for fresh prepared/processed fruits and vegetables.

Bidder shall not restrict quotations for any item to minimum order value or minimum order quantity. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Errors in price computation on the Bid Proposal Forms do not relieve bidder from holding price. Errors in price computation may not be corrected until the next regularly scheduled price adjustment period.

4 **Method of Award:** The contract will be awarded **by individual line item or by category** to the lowest responsive and responsible Vendor(s) meeting the District's terms, conditions, and specifications. Therefore, **bidders must bid on all items included in a category to be considered for an award of that category**. Failure to complete the requested information for an item on the Bid Proposal Forms will result in bidder's disqualification from award of the category(ies) that include the item(s) with incomplete information. Bidders should carefully consider each item for conformance to specifications. Failure of an item to meet specifications will result in bidder's disqualification from award of the category(ies) ;that include the item(s) not meeting specifications. If Vendor has offered any prompt payment discount, the District will subtract those payment discount terms (over 10 days only) to arrive at each bidder's net offer.

5. **Evaluation Criteria:** The factors used to decide the award will **NOT** be based on price alone, but also on the following: price, quality, availability, ease of ordering, and responsiveness. Other factors that may be used in the evaluation will be nutritional contribution of the product; marketability of the product; yield of raw product; applicable labeling requirements; compliance with contract terms, conditions, and specifications; discounts offered; vendor's past performance; minimum order and delivery; payment terms; long term costs; and, any other relevant factor that may arise during the review process after bid opening.

6. **Product Quality Control:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid 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.

Contractor shall follow appropriate procedures for a First-In First-Out (FIFO) stock rotation system. All prepared produce must be screened by a metal detector to insure that product does not contain metal objects. Age of finished prepared product shall be no more than three (3) days old upon receipt by the District. Unopened prepared produce must be guaranteed to remain in fresh, crisp condition for at least five (5) days after delivery.

In the event of a product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin.

Contractor shall notify District if any processed raw food products are not supplied domestically and originating from outside of the United States.

7. **Inferior Produce:** The Contractor agrees to permit inspection of the fruits and vegetables delivered by a representative of the District's Food and Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

8. **Packaging:** All prepared produce is to be packed in heavy duty, pinhole free, food grade plastic bags, and is required to carry legible, open code dating on each bag to indicate processing date of item.
Partial cases of produce are to be packaged in appropriate containers to arrive in a firm, unblemished state. 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.

9. **Order Size/Minimum:** There shall be no minimum order requirements for regular scheduled deliveries.

10. **Product Substitution And Discontinued Items:** The District will not allow substitutions without prior approval. In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally and in writing at least 24 hours prior to scheduled delivery to the Nutrition Director or designated person. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Director of designated person at the District Child Nutrition Services office (619-428-4476) in order to qualify for payment.

11. **Notification of Non-Domestic Products** Contractor shall notify the District's Director of Nutrition or designee when products are sourced from outside the United States to determine whether these nondomestic products are acceptable and if any substitutions will be made.

12. **Local Food/Produce Reporting Requirements** Contractor shall track the District's local produce purchases separately from the District's nonlocal produce purchases. Contractor shall provide usage reports for local produce purchases to the District as requested. The report shall include the total volume purchased of each item in cases and/or pounds, along with the total dollar amount spent by the District for each local produce item. The report shall also identify the farm name and the city where the food was grown.

Contractor shall provide Food and Nutrition Services with seasonal product availability and price listings of local produce as requested.

13. **Order Placement:** The District intends to utilize an online ordering system, if available, that is provided by the Contractor. Contractor shall provide any necessary training to District staff in order to implement the online ordering system. There shall be no charge to the District for using Contractor's online ordering system. If no online ordering system is available, or at the discretion of the District, the Contractor shall be required to utilize order forms designed by Food and Nutrition Services and generated by the District cafeteria sites. Each order will include the following: the district assigned order number for the product, quantity, approved product code and an abridged product description. Contractor will be provided with cafeteria orders no later than two business days prior to the next scheduled delivery date. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery.

14. **Delivery Instructions:** Vendors shall deliver all items requested by this solicitation to the respective sites. 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 is provided on page 23.
The Contractor shall be required to make direct deliveries to the District cafeteria sites between 6:00 a.m. and 1:00 p.m. up to three (3) times weekly. Delivery days shall be determined by the District. If a District holiday occurs on a normal scheduled delivery day, the District shall have the option of receiving a delivery on the next school day following the holiday. The Contractor shall be required to provide a special bulk produce delivery to the District's warehouse by 7:00 a.m. following an extended school holiday or break. Orders shall be separated by preparation kitchen and invoiced separately. The Contractor shall notify the District immediately of any known delivery delays.

15. **Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful vendor must credit the District the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the District's site. This includes any hidden damage discovered after acceptance and delivery at the District's site.

16. **Notification Of Late Delivery:** The successful vendor shall promptly notify the Food and Nutrition Department or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.

17. **Delivery Temperatures:** Prepared produce shall be loaded on the delivery vehicle at a product temperature not to exceed 41 Fahrenheit and transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product temperature not to exceed 45 Fahrenheit.

The District may reject any prepared produce that arrives at a temperature of 45 or higher.

18. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP, system in place. The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance. The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder'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 the bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

27. **Credit Memos** Products of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

28. **Discounts, Rebates, Allowances, And Incentives** During the term of the contract, the Vendor shall ensure that all discounts, rebates, allowances, and incentives received by the Vendor from its suppliers are fully disclosed to the District. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. All discounts, rebates, allowances, and incentives must be returned to the District within fifteen (15) working days after receipt by the Vendor.

29. **Return Of Items** In the event that items delivered to the District, against this agreement, need to be picked up by the Bidder for return (i.e. duplicate shipments, damaged goods, unacceptable product, incorrect product, etc.), Bidder shall be responsible to pick up such product within 10 working days after notification by the District. If the Bidder fails to pick up such product within the specified time, the product shall become the exclusive property of the District at no charge and shall be subject to disposal and/or distribution by the District at its discretion.

DELIVERY LOCATIONS

School Number	School Name	Phone Extension
012	La Mirada Elementary 222 Avenida De La Madrid San Ysidro, CA 92173	3492
024	Ocean View Hills School 4919 Del Sol Blvd. San Diego, CA 92154	3855
016	Smythe Elementary 1880 Smythe Avenue San Ysidro, CA 92173	3592
018	Sunset Elementary 3825 Sunset Lane San Ysidro, CA 92173	3692
022	San Ysidro Middle School 4345 Otay Mesa Rd. San Ysidro, CA 92173	3292
025	Vista Del Mar School 4885 Del Sol Blvd. San Diego, CA 92154	3992
020	Willow Elementary 226 Willow Rd. San Ysidro, CA 92173	3792
085	District Central Warehouse 4350 Otay Mesa Road San Ysidro, CA 92173	3048

BID FORM

NAME OF BIDDER:_____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Bid No. 18-19/340
Purchase of Fresh Produce

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project as listed on the Bid Response Form per individual line item.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Price Per Unit" column, then the amount set forth in the "Price Per Unit" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the District Representative from measured quantities of work performed based upon the unit price.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Instruction to Bidders and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Purchase Order, and shall be completed by the Bidder in the time specified in the Contract Documents. In no case shall the Bidder commence implementation prior to the date stated in the District's Purchase Order.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____
Addenda No. _____
Addenda No. _____

The following documents are attached to this bid:

- Non-Collusion Affidavit Form.
- Bidder Information Form
- Bid Form
- Bid Response Form
- Delivery Agreement Form

- Quotation Forms, Category I and Category II
- Acknowledgement of Insurance Requirements Form
- Fingerprinting Certification
- Drug Free Workplace Certification
- Bidders Certificate Regarding Workers Compensation
- Fully executed contract
- Suspension and Debarment Certification
- Certification Regarding Lobbying Form
- Disclosure of Lobbying Activities Form
- Bid Submission Checklist
- Statement of "No Bid"

Other documents to be submitted with this bid or within 48 hours after notification of recommended bid award:

- Insurance Certifications as required, including Workers Compensation certification
- Insurance policy endorsement NAMING San Ysidro School District as additional insured.

I_____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____day of _____ at _____ County, California

Legal name of Bidder	_____
Signature of Authorized Agent	_____
Name of Authorized Agent (typed or printed)	_____
Title	_____
Address	_____
City/State/Zip Code	_____
Telephone Number	_____
Fax Number	_____
E-Mail Address	_____
Company Website	_____
Toll Free Telephone Number (if outside San Diego County area)	_____

Should your Company be awarded one or more bid line items, indicate below who is to function as your Company's listed contact person:

Contact's Name: _____
Contact's e-mail: _____
Contact's Phone #: _____, extension: _____
Contact's Fax #: _____

Fill in the following address, if this address should be used as the **delivery** address for Purchase Orders

Address: _____
City/State/Zip: _____

INFORMATION REQUIRED OF BIDDERS

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously performed work, reference checks and examination of all public records.

3. The bidder must provide the following information:

   a. Firm Name and Address:

   _____

   _____

   _____

   b. Telephone: _____

   c. Type of Firm: (check one)
   Individual ____
   Partnership ____
   Corporation ____

   d. Names and titles of all officers of the firm:

   _____ _____

   _____ _____

   _____ _____

e. Number of years as a Bidder in project of this type: _____. **(Minimum of 3 years required.)**

4. The bidder must also demonstrate knowledge of providing products for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and address, points of contract and scope of work of at least three (3) customers served within the **past three (3) years** with requirements similar to the needs of the San Ysidro School District.

5. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

(a) Work for X Y Z Unified school District
(b) Phone # (222) 123-4567
(c) 999 Holly Drive, L.A., CA 92000
(d) Contact: J.Q. Jones III at above #
(e) Provided fresh produce at a cost of $ xxxxxx.

Bidder's Name: _____

Reference #1

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & $ Amount: _____

Reference #2

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & $ Amount: _____

Reference #3

District or Entity: _____

Phone #: _____

Address: _____

Name of Contact: _____

Scope of Work & $ Amount: _____

AUTHORIZED DEALER/DISTRIBUTOR/MANUFACTURER INFORMATION:
(Minimum of three (3) years experience required in this type of project.

6. Authorized Dealer/Distributor/Service provider Information: Bidders shall provide the name(s),address(es) and contact information of company/companies responsible for the sales and service of products offered. Company/companies listed must be manufacturer authorized dealer/distributor, and/or service provider of the products offered.

#1: Company Name:_____

Address:_____

Contact Person: _____

Telephone Number:_____ Fax:_____

Bid item numbers for which company is a manufacturer authorized dealer/distributor, and/or service provider.

_____

Number of years in business to provide fresh produce. _____

#2: Company Name:_____

Address:_____

Contact Person: _____

Telephone Number:_____ Fax:_____

Bid item numbers for which company is a manufacturer authorized dealer/distributor, and/or service provider.

_____

Number of years in business to provide fresh produce. _____

#3: Company Name:_____

Address:_____

Contact Person: _____

Telephone Number:_____ Fax:_____

Bid item numbers for which company is a manufacturer authorized dealer/distributor, and/or service provider.

_____

Number of years in business to provide fresh produce. _____

#4: Company Name:_____

Address:_____

Contact Person: _____

Telephone Number:_____ Fax:_____

Bid item numbers for which company is a manufacturer authorized dealer/distributor, and/or service provider.

_____

Number of years in business to provide fresh produce: _____

7. The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

KEY PERSONNEL REFERENCES AND RESPONSIBILITY INFORMATION:
(Minimum of three (3) years experience required in like project.

8. The Bidder shall identify the key personnel to be assigned to this project as a contact or representative agent of the Bidder directly to the District:

9. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

1. Summarize each person's specialized education:

_____

_____

_____

2. List each person's years of experience relevant to the project:

_____

_____

_____

3. Summarize such experience:

_____

_____

_____

4. Years employed by this company as a school district representative to provide fresh produce: _____

5. List at least 3 school districts with whom each listed representative has worked and provided at least $25,000 of fresh produce described in this Bid Request. Provide a School District contact name, phone number, address and e-mail address for each school district.

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

_____

10. The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is made.

I_____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

_____
Name

_____
Title

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
) ss.
County of _____)

I,_____, being first duly sworn, deposes and says that he is _____ _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, 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 bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____ California.

Signature of Bidder _____

Print Name and Title _____

Subscribed and sworn to before me this ___ day of _____, 20__

_____
Notary Public In and for said County and State

BIDDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation 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 the work of this contract."

_____
Name

_____
Title

_____
Company

(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.)

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the San Ysidro School District, San Diego County, California, hereinafter called the District, and _____ hereinafter called the Bidder.

BID 18-19/340
PURCHASE OF FRESH PRODUCE

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of all the documents listed in the Table of Contents, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Bidder are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The Bidder agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Bidder that all items or service will be promptly delivered to the District.

3. PAYMENTS: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the District, the District agrees to pay to the Bidder, and the Bidder agrees to accept in full payment therefore, the sums set opposite each item.

4. TERMINATION FOR BREACH: If said Bidder fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, 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 Bidder responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be 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. 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 Bidder, 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.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

a) By an acceptable lump sum proposal from the Bidder
b) By unit prices agreed upon by the District and the Bidder

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

11. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

12. DEFENSE AND INDEMNITY: The District shall not be liable for, and Bidder shall defend and indemnify the District and its officers, agents, employees and volunteers ("Collective Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines and mechanics' liens or other liens, labor disputes. Losses, damages, expenses charges or costs of any kind or character, including attorneys' fees and courts costs (hereinafter referred to as "Claims"), which arise out of or are in any way connected to the work covered by the Contract arising either directly or indirectly from any act, error, omission or negligence of Bidder, its officers, employees, agent, Bidders, licensees, or servants, including without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive parties. Bidder shall have no obligation, however, to defend or indemnify District parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Parties.

13. CONTACT WITH STUDENTS: Bidder or its employees may not come into contact with pupils or communicate with pupils per provisions within in bid documents.

14. HAZARD CONDITIONAL BID: Bidders shall comply with all environmental laws and all other rules, regulations and requirements regarding hazard materials, health and safety, notices and training.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Bidder has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR: SAN YSIDRO SCHOOL DISTRICT:

_____ _____

License No. _____ By _____

By _____ Title_____

Title _____ For the Governing Board

(Corporate Seal) _____

DELIVERY AGREEMENT

Delivery of the fresh produce by the beginning of the 2018-2019 school year which school begins on August 6, 2018 upon receipt of a District Purchase Order, provided sample approval, complete quantities and signed purchase order are received as arranged.

Company: _____

Address: _____

Signed by: _____ Title: _____

Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

ACKNOWEDGMENT OF DISTRICT INSURANCE REQUIREMENTS

THIS FORM MUST BE COMPLETED AND SUBMITTED BY EACH BIDDER.

Bidder is aware of, and will comply with, all insurance requirements in the dollar amounts stated in these bid specifications.

Bidder is aware of and will provide the necessary insurance certifications required naming the San Ysidro School District as the certificate holder.

Bidder is aware of and will provide the necessary insurance policy endorsement naming the San Ysidro School District as an additional insured.

Bidder _____

Typed Name _____

Signed _____

FINGERPRINTING CERTIFICATION FORM

Michelle Montoya School Safety Act (Ed Code Section 45125.1)

State of California)
ss. County of)

1 I certify that none of my employees who may come into limited contact with students has pending criminal proceeding for a felony as defined by Education Code Section 45122.1, nor has ever been convicted of a felony as defined in Section 454122.1.

2 The names of each employee who may come into limited contact with pupils are listed below.

It is our opinion that the nature of the services provided by our company to your District is outside the scope and/or intent of Education Code 45125.1.

We have, however, adopted a policy within our company that requires all employees, when on company business at school sites, to be in the presence and supervision of school district adult employees when students are present. Since our business activity only involves limited contact or no contact with students and 100 percent supervision by school adult personnel, it is unnatural and unlikely that our employees would be without school district adult supervision at any time students are present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name:

Officer Signature:

Title:

Date:

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the San Ysidro School District (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Bidder") for the _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (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 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. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the Bidder 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 their 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:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation and employee-assistance programs; and
- 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

4. Establishing a drug-free awareness program; and

5. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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.

Executed on this _____ day of _____, 20_____
at _____.

_____
Name of Bidder (Print or Type)

By _____
Signature

_____
Print Name

_____
Title

Subscribed and sworn before me this ____ day of _____, 20___

_____
Notary Public in and for the State of California

My Commission Expires:

Child Nutrition and Food Distribution Division
1998

April

California Department of Education
Unit

School Nutrition Programs

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 bid 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 ON REVERSE)

(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.

_____

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name Title

Signature Date

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 Non-procurement 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.

California Department of Education
Unit
Child Nutrition and Food Distribution Division

School Nutrition Programs
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and potential or existing contractors/Vendors as part of an original bid, 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 empting 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 sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
Name of Food Service Management or Food Service Consulting Company:		
Name of School Food Authority:		Agreement Number:
Printed Name and Title	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES Standard Form LLL

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for instructions and public disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA 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):	b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):

(attach Continuation Sheets(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):
$_____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind, specify: Nature_____ Value _____	

14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A Attached: ☐ Yes ☐ No

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 Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

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 sub-awardee 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. Enter the Federal program name 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.
7. 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 Bid (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., "RFPDE-90-001."
8. 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.
9. (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).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
11. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
12. 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.
13. 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.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. 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

BID RESPONSE FORM

See Attached Spreadsheet Pages listing all items requested for bid.

BID RESPONSE FORM (continued)

FRESH PRODUCE

State percentage of prompt payment discount, if offered _____ % _____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.

A. Does your company have internet capability (on-line ordering)? YES ☐ NO ☐
If YES, please provide the following:

Web address:_____ Email addresses:_____

B. Does your company accept credit cards? YES ☐ NO ☐ N/A ☐

Card Name(s): _____

C. Does your company have a return policy? YES ☐ NO ☐ N/A ☐
If YES, explain: _____

D. Does your company provide next day delivery? YES ☐ NO ☐ N/A ☐

_____
Company Name

_____
Authorized By (signature)

_____
Authorized (typed/printed)

_____
City, State, Zip Code

_____
Phone Number Fax Number

BID SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your bid. Place a check mark of "X" next to each item that you are submitting to the District. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

Required from Vendor	Submission Requirement
_____	Bid Form – Signed
_____	Non-Collusion Affidavit – Notarized
_____	Delivery Agreement
_____	Acknowledgement of District Insurance Requirements
_____	Suspension and Debarment Certification – Signed (For contracts $25,000+)
_____	Certification Regarding Lobbying Form – Signed (for Contracts $100,000+)
_____	Disclosure of Lobbying Activities Form – Signed
_____	Information Required from Vendor
_____	Agreement – Signed
_____	Bid Response Form – Signed
_____	Fingerprinting Certification Form – Signed
_____	Drug-Free Workplace Certification Form – Signed
_____	Quotations Form
_____	Bid Submission Checklist
_____	Statement of "No Bid" (if applicable)
The Following Submittals are required upon Notice of Award	
_____	Certificate of liability insurance
_____	Certificate of additional insured naming San Ysidro School District
_____	Proof of Workers' Compensation insurance

STATEMENT OF "NO BID"

If bidder is not bidding on the goods and/or services as stated in the Invitation to Bid or Request for Proposal, please complete and return this form to:

Food and Nutrition Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

The information will help San Ysidro's Food and Nutrition Department in the preparation for future Bids and RFP's.

_____

BID / RFP NUMBER TITLE OF BID / RFP

_____

COMPANY NAME AND ADDRESS

I hereby submit this as a "No Bid" for the reasons checked below:

_____ Could not meet specifications.
_____ Unable to comply with scope of work.
_____ Unable to quote on all items in the group.
_____ Unable to hold prices firm through the term of the contract period.
_____ Insufficient time to respond.
_____ Specifications were unclear or restrictive.
_____ Our schedule would not permit us to perform.
_____ Unable to meet delivery requirements.
_____ Unable to meet HACCP or sanitation requirements.
_____ Could not meet insurance requirements.
_____ We do not offer the product or service requested.
_____ Terms and Conditions were unclear or restrictive.
_____ Addendum received too late to respond.
_____ We do not bid directly.

Comments: _____

_____

Name of Contact Telephone

_____

Signature of Contact Date

QUOTATION FORMS

Category I					
ITEM DESCRIPTION	PACK SIZE	ESTIMATED USAGE	UNIT COST	TOTAL EXTENDED COST	Able to Source Locally (any of the three (3) tiered definition) mark (x) if YES
APPLES, GRANNY SMITH	163 CTN	190			
APPLES, GALA	163 CTN	650			
APRICOTS	LBS	100			
AVOCADOS	EA	500			
BANANA, PETITE	150CTN	450			
BELL PEPPERS	EA	150			
BLACKBERRIES	LB	50			
BLUEBERRIES	LB	50			
BROCCOLI	LBS	400			
CABBAGE, GREEN	EA	20			
CABBAGE, RED	EA	20			
CAULIFOWER	EA	20			
CANTALOUPE	EA	250			
CARROTS	LBS	50			
CILANTRO	BUNCH	50			
CHILE JALAPENOS	LBS	20			
CHILE SERRANO PEPPERS	LBS	20			
CUCUMBERS, MID-SIZE	EA	2,500			
CUCUMBERS, PERSIAN	EA	300			
GARLIC	LBS	30			
GRAPES, RED SEEDLESS	LBS	1200			
GRAPES, GREEN	LBS	500			
GRAPES, BLACK	LBS	500			
GREEN BEANS	LBS	60			
GUAVAS	LBS	200			
HONEYDEW	4-9CT	80			
KALE, ORGANIC	LBS	50			
KIWI LOOSE	33/36 CT	120			
KUMQUATS (LOCAL)	LBS	250			
LEMONS	EA	2,000			
LIMES	EA	1,000			
MANDARINS	LBS	4,000			
MANGOES	CTN	30			

MANDARINS, HALO	20LBS	300			
MANDARINS, SATSUMA	120 CT (25 #)	100			
MINNEOLAS, TANGELO	90CT	150			
MINT	1/4LBS	20			
MUSHROOMS	LBS	50			
NECTARINES (REGIONAL)	LBS	800			
NECTARINES, WHITE	LBS	800			
ONIONS, GREEN	BUNCHES	50			
ONIONS, YELLOW, MEDIUM	LBS	50			
ORANGES, BLOOD (LOCAL)	CTN	60			
ORANGES, CARA CARA	LBS	100			
ORANGES, NAVEL	113CTN	450			
PEACHES	LBS	1,500			
PEARS, ASIAN	LBS	800			
PEARS BARLETT/DANJOU	LBS	800			
PERSIMMONS, FUYU	LBS	200			
PLUMS	LBS	2,000			
POMEGRANATE	LBS	300			
POTATOES, RUSSET	LBS	50			
POTATOES, SWEET	LBS	50			
POTATOES, FINGERLING	LBS	50			
RASPBERRY	LBS	300			
ROMAINE, GREEN	LBS	50			
SPINACH, BABY	LBS	50			
STRAWBERRIES	LBS	2000			
STRAWBERRIES, ORGANIC	LBS	1000			
TANGERINES (ASSORTED)	LBS	2,500			
TOMATOES, CHERRY	12 PINT	100			
TOMATOES, ROMA	LBS	50			
WATERMELON, SEEDLESS	EACH	500			

Category II					
ITEM DESCRIPTION	PACK SIZE	ESTIMATED USAGE	PRODUCT ID NUMBER	UNIT COST	TOTAL EXTENDED COST
APPLES, SLICED	3LBS BAG	800			
APPLES, SLICED	150/2OZ CTN	50			
BELL PEPPER SLICED RED	5LB BAG	25			
BROCCOLI BUDS	3LB BAG	620			
BROCCOLI FLORETS ½ CUP/1.11OZ	50/CTN	30			
CABBAGE COLE SLAW 3 WAY	5LB BAG	30			
CABBAGE RED SHREDDED	5LB BAG	100			
CARROT SHREDDED	5LBS BAG	150			
CARROT STICKS	5LBS BAG	550			
CARROT STICKS 1/2CUP	50/3OZ/CTN	30			
CARROTS, BABY PEELED	150/2OZ CTN	200			
CARROTS, RAINBOW BABY	25LBS	50			
CAULIFLOWER FLORETS	3LB BAG	50			
CELERY STICKS	5LB BAG	500			
CUCUMBER SLICED ½ CUP	50/CTN	50			
EDAMAME ½ CUP/3OZ	50/CTN	30			
JICAMA STICK	5LB BAG	1,200			
JICAMA STICK CUP	50/CTN	50			
LETTUCE ICEBERG SHREDDED	5LB BAG	220			
LETTUCE ROMAINE CHOPPED	2LB BAG	1,200			
MANGO CHUNKS ½ CUP	50/CTN	20			
PICO DE GALLO DICED	5LB TUB	200			
PINEAPPLE SPEARS	50/CTN	50			
SPINACH CLEANED	2.5LB BAG	250			
TOMATO CHERY 2.64OZ	50/CTN	30			
WATERMELON SEEDLESS SPEARS	50/CNT	100			

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

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

INITIAL: _____
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH RICH THOME CONSULTING

BACKGROUND INFORMATION:
Per the Superintendent's employment contract approved on May 10, 2018, the District shall fund a coach of the Superintendent's choice. The Superintendent has selected Rich Thome Consulting to provide mentoring/coaching services in areas including but not limited to:

- Scheduled and non-scheduled advisement visits and calls as requested by Superintendent
- Facilitation of workshops (Performance Objectives, Governance, Performance Reviews, Annual Evaluation) as requested by the Superintendent
- Additional services as requested by the Superintendent

The term of the agreement shall be from August 10, 2018 to June 30, 2019.

RECOMMENDATION:
Approve the agreement with Rich Thome Consulting to provide coaching services to the Superintendent in an amount up to $12,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$12,000.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Marilyn Adrianzen, Chief Business Official

Rich Thome Consulting
177 West Avenida Junipero
San Clemente, California
92672

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **August 10, 2018** between **RICH THOME CONSULTING**, hereinafter called the Contractor, and **SAN YSIDRO SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

1) **Services**. The Contractor shall furnish to the District the scope of services from Rich Thome and Ernie Anastos, as described below:

- Scheduled and non-scheduled advisement visits and calls as requested by the Superintendent beginning upon Board approval through June 30, 2019
- Facilitation of workshops (Performance Objectives, Governance, Performance Reviews , Annual Evaluation,), as requested by the Superintendent
- Additional services as requested by the Superintendent

The District agrees to pay the Contractor **TWELVE THOUSAND DOLLARS ($12,000)** for the services provided beginning upon Board approval. The Contractor will submit quarterly invoices to the District. Payments are due within 30 days of receipt of invoice.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

CONTRACTOR:
RICH THOME CONSULTING
Business License Number. 316294,
City of San Clemente, California

By _____

Name; Rich Thome

Date August, 2018

Email: **richthome@gmail.com**

Type of Business Entity:
X Individual / Sole Proprietorship
X Limited Liability Company

DISTRICT:
SAN YSIDRO SCHOOL DISTRICT

By _____

Name Gina A. Potter, Ed.D., Superintendent

Date _____

Board Approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Human Resources
Daniel Zummo, Executive Director

INITIAL: _____
☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION – CENTER FOR EDUCATIONAL DEVELOPMENT AND RESEARCH FOR 2018-19 EDJOIN WEBSITE SERVICES

BACKGROUND INFORMATION:
The District would like to continue the subscription to the EDJOIN website services for 2018-19. The District is able to post jobs openings, accept online applications, have access to applicant tracking features and search the EDJOIN applicant bank.

RECOMMENDATION:
Approve/Ratify the agreement with San Joaquin County Office of Education – Center for Educational Development and Research for the 2018-19 subscription to EDJOIN website services at a cost of $687.75 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$687.75	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

FY 18/19 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between the organization/employer which seeks to use EDJOIN services (hereinafter "Employer") whose name, address and other information appears herein this Agreement, and the Center for Educational Development and Research, (hereinafter "SJCOE/CEDR"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN web site, accept online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SJCOE/CEDR and Employer, intending to be legally bound, hereby agree as follows:

Section 1: Employerâ€™s Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNSOLICITED contact to EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement and subject to legal action.

Section 2: Service Fees and Charges

In addition to Employerâ€™s other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

Section 3: Payment Policy

Employer shall pay to SJCOE/CEDR the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CEDR shall terminate service if SJCOE/CEDR does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CEDR. The service fee is not refundable upon any such notice of termination.

Section 5: Service Term

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for the remainder of the fiscal year. The term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CEDR under any provisions of this Agreement. SJCOE/CEDR reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employerâ€™s failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) A requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer, or Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

Section 6: Regulatory Compliance

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by regulatory agencies. Employer specifically acknowledges and agrees that SJCOE/CEDR has not and is not expected to provide Employer with any analysis, interpretation or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

Section 7: Limitations of Damages

SJCOE/CEDR shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if SJCOE/CEDR has been advised of the possibility of such damages.

Section 8: Indemnification

SJCOE/CEDR agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, caused by or the result of negligence of SJCOE/CEDR.

Employer agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused by the result of negligence of Employer.

Section 9: Relationship of the Parties

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

Section 10: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 11: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

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SAN JOAQUIN COUNTY OF EDUCATION
James A. Mousalimas, Superintendent
P.O.Box 213030
Stockton, Ca 95213-9030

INVOICE

TO: San Ysidro Elementary
Yadira P. Diaz
4350 Otay Mesa Rd.
San Ysidro CA 92173-1617

INVOICE: 1819578
INVOICE DATE: 7/26/2018
CUSTOMER'S P.O NO.: 03300-0000003758

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	**San Ysidro Elementary** EDJOIN Account Fees - FY 18/19, see service agreement for details.	$687.75	$687.75

REMIT TO: San Joaquin County Office of Education
P.O. Box 213030, Stockton, CA, 95213-9030

Please contact Rachel Aschwanden at (209) 292-2662 with any questions or concerns regarding this info.

TOTAL:	$687.75

DISTRIBUTION: 2 Copies - PURCHASER
1 Copy - ORIGINATING DEPT.
2 Copies - CO. OFFICE OF EDUC. BUSINESS SERVICES

ACCOUNT NUMBER(S)	AMOUNT(S)
01-0000-0-0000-0000-8689-500-5026	$687.75
INITIALS:	

Form #7667 Rev. 7/00

Back to Account Details | Service Agreement Printable Version

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE BAKER NOWICKI DESIGN STUDIO AGREEMENT FOR TOPOGRAPHICAL SURVEY AT OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:
The District has identified a need to have a more secured site at Ocean View Hills School for the safety of students and staff. In order to provide additional safety, it would be necessary to replace the existing gates and fencing which would require DSA approval. Since this work will trigger compliance with ADA for path of travel it is necessary for the front area of the campus to be surveyed to confirm as-build topographic elevations.

BakerNowicki Design Studio, is the architectural company currently assisting with the Portable Building Projects at Vista Del Mar and Ocean View Hills and is able to provide these services.

RECOMMENDATION:
Approve Amendment No. 2 to the agreement with BakerNowicki Design Studio for a topographic survey at Ocean View Hills School in an amount up to $3,380.00 from the Building and/or General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-19 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$3,380.00 (Amount)	Building and/or General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

BakerNowicki
design studio

AMENDMENT
NO. 2

July 6, 2018

Peter Wong, Interim Asst. Supt. Business Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro CA 92173

RE: Proposal for Additional Services
New Entry Gates at Ocean View Hills Elem. School
Site Survey
BNds #18001-01

Dear Mr. Wong,

On behalf of BakerNowicki Design Studio, we are pleased to offer our proposal for the addition of new security fencing and entry gates at the Administration Building 100 to provide a secure point of campus entry.

The scope of work requested by the District includes replacement of existing gates and fencing and processing of the new work through DSA. Since the work involved will trigger compliance with ADA for path of travel it is necessary for the front area of the campus to be surveyed to confirm as-build topographic elevations. Since this work will either confirm existing compliance or the need for site improvements, we recommend that the survey work be completed prior to preparation of our full scope proposal. Upon completion of the site survey, we can confirm the scope of improvements (if any) needed and then provide an accurate and reasonable proposal for the engineering work required.

Our civil engineer has confirmed that the survey work, if approved timely, can be completed next week. The work to be performed is outlined on the attached proposal from BWE.

FEE PROPOSAL
For the above stated services, BNds proposes the following fixed fee structure:

Survey Fee (BWE):	$ 3,380.00
BNds Mark-up (10%):	$ 338.00
TOTAL	**$ 3,718.00**

We hope that this proposal is satisfactory to your needs and would be pleased to answer any questions that you may have. If satisfactory, please return one signed copy of this proposal. We are prepared to begin work immediately. We appreciate the opportunity to be of service to the District.

Sincerely,

Jon Alan Baker, FAIA, LEED AP
Partner
Ca. Lic. #C14513

Cc: Joanne Branch, SDCOE

731 Ninth Avenue, Suite A
San Diego, CA 92101
AMENDMENT NO. 2
www.bndesignstudio.com

Amendment 2
All Terms and Conditions from the original Professional Services Agreement remain the same.

San Ysidro School District

Gina A. Potter, Ed.D.
Superintendent

Date

Board Approved:

July 5, 2018
Mr. Jon Baker
Baker Nowicki Design Studio
731 Ninth Avenue, Ste A
San Diego, CA 9101

Project: Ocean View Hills School

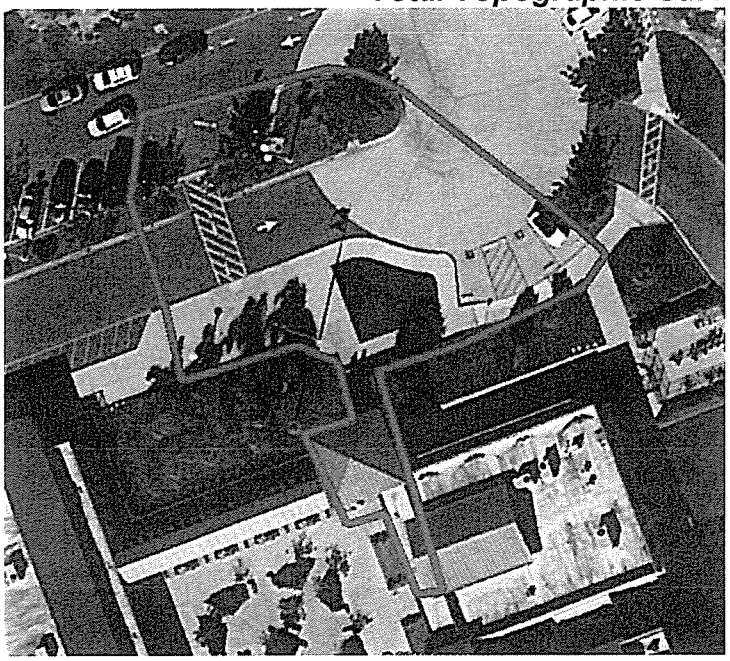
Dear Mr. Baker

We are pleased to submit our proposal for Ocean View Hills School in San Ysidro. Our scope of work and fees are outlined below:

Surveying
Topographic Survey

1. Field and office services to prepare a topographic survey of the project site within the red outline area shown below. Field surveying services shall include the collection of spot elevations on concrete paving, asphalt paving, existing curb and gutter elevations, tree locations and sizes, above ground surface evident utility structures, overhead utility line low point elevations, storm drain and sewer inverts, building corners and overhangs and improvements.
2. Office drafting services to prepare a topographic survey in AutoCAD 2018 format.

Total Topographic Survey Fee: $3,380



Assumptions
1. Underground utility locating services, the depiction of underground utilities and underground video inspection services are excluded.
2. Excludes a boundary survey and depiction of easements.

9449 Balboa Avenue • Suite 270 • San Diego • CA • 92123
P 619 299 5550 • F 619 299 9934 • www.bwesd.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Special Education
Oscar Madera, Director

INITIAL: OM

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE

BACKGROUND INFORMATION:
Under 34 CFR §300.322(e), the public agency must ensure that parents understand the proceedings of the Individual Education Program (IEP) Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language, unless clearly not feasible to do so. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, State educational agencies and school districts have independent responsibilities to provide Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

The District's diverse population is growing and with that the need to be able to communicate clearly and efficiently with the parents/students. Although the District currently has interpreters/translators for English/Spanish population, it currently has a need for a Chinese (Mandarin) translator/interpreter. Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will be providing interpretation at IEP meetings and translation of Special Education records to meet this need. Other interpretation services may be required throughout the school year.

RECOMMENDATION:
Approve the agreement with Alliance for African Assistance to provide interpreter/translator services during fiscal year 2018-19 at a cost up to $2,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1, Item 1.21:
Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,000.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

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 August, 2018, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance for African Assistance Company/Consultant	(619) 286-9052 Telephone Number
5952 El Cajon Blvd., San Diego, CA 92115 Address	interpreters@alliance-for-africa.org 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.

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

Initial Term:

From: August 10, 2018 To: June 30, 2019

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 RESPONSIBLIITIES 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.*
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.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 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.

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.

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 directed 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 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.

5.7 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.8 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.

5.9 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.

5.10 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.

5.11 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 _____.

5.12 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.

5.13 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:	**Alliance for African Assistance**
Name:	Jordan Olson
Title:	Interpreter Relations Program Associate
Address:	5952 El Cajon Blvd.
City/State/Zip Code:	San Diego, CA 92115
Telephone:	(619) 286-9052
Email:	interpreters@alliance-for-africa.org

DISTRICT:	**San Ysidro School District**	
Name:	Manuela Colom	Oscar Madera
Title:	Executive Director, Educational Services	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:	Manuela.colom@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 of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
Alliance for African Assistance	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Gina A. Potter, Ed.D., Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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 employees' 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 Assembly Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

Alliance for African Assistance
&
San Ysidro School District

Language Services Agreement

This agreement is entered into on _____ (date), between Alliance for African Assistance (Alliance) and San Ysidro School District (customer) subject to the terms and conditions below.

San Ysidro School District (customer) agrees to provide services on an "as needed basis" at the rates and conditions as follows:

1. Minimum service time for foreign language on-site interpretation is one hour.

2. Rate for the first hour of foreign language on-site interpretation is $70.00 and $55 for each additional hour, assessed at 30 minute increments. (Ex: 75 minutes = 1.5 hours $97.50)

3. A service recipient's no-show, late reschedule, late cancellation, or rejection of interpreting services without 24 hours notice (excluding weekends) for a foreign language on-site appointment incurs a $55.00 fee instead of the $70.00 fee. If an interpreter has not been assigned to the appointment and the appointment is cancelled, the minimum fee will not apply.

4. Minimum service time for ASL, American Sign Language, is 2 hours at the rate of $70 per hour per interpreter. For assignments lasting longer than 1 to 2 hours, 2 interpreters may be needed due to the demanding nature of interpreting ASL.

5. A service recipient's no-show, late reschedule, late cancellation, or rejection of interpreting services without 24 hours notice (excluding weekends) for an ASL appointment incurs a $120 fee. If an interpreter has not been assigned to the appointment and the appointment is cancelled, the minimum fee will not apply.

6. If a specific assignment will cost more than the amount stated above because of certain interpreter qualifications desired or long-distance travel, Alliance will gain written approval prior to commencing that service.

7. Mileage will be reimbursed to interpreters at the rate of $0.50 per mile after the first 10 miles for the roundtrip to and from the appointment. Mileage is charged to compensate interpreters for travel in light of increasing energy costs.

8. Parking fees of interpreters will be reimbursed if a receipt is provided.

9. If an appointment is requested for duration of 3 hours or more, the $55.00 cancellation fee will apply to any hour requested and not used, to compensate for the interpreter reserving that time in their schedule.

10. If the client requests the incorrect language for an appointment and an interpreter is dispatched, client will pay $55.00 cancellation fee. Alliance agrees to attempt to send an alternate interpreter for the correct language if requested by the client. If an interpreter is sent, this will be billed as a separate appointment.

11. Telephone interpretation services will be billed at one-minute increments as follows, regardless of day, time of day, or language. There is no time minimum for the unscheduled appointments. Pricing is based on estimated and historical account usage per month.

Minutes Used	**Fees**
1-4,999	$1.45 per minute
5,000 to 9,999	$1.35 per minute
10,000 to 19,999	$1.25 per minute
20,000 to 49,999	$1.20 per minute
50,000 to 99,999	$1.15 per minute
100,000 +	$1.10 per minute

12. Though not required, customer may choose to schedule telephone appointments for specific languages. For scheduled appointments there is a minimum fee equal to 30 minutes regardless of actual time spent during the interpretation session. There is also a 30 minute cancellation fee if cancellation is not received 24 hours before scheduled session. If an interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply.

13. Whenever possible, all requests for interpretation services should be submitted 48 hours prior to the assignment time, excluding weekends and holidays, though most late-notice requests are also honored.

14. Document translation is offered on a scale $0.15 - $0.99 per word depending on language and complexity. Quality assurance requirements, timeline, technology, and formatting may require additional charge. $20.00 minimum per document.

15. Service orders requested by phone, online, or e-mail to the Global Village Language and Cultural Solutions Program (619) 286-9052, languages@alliance-for-africa.org, Attn: Scheduling Dept.

16. Agrees to pay all invoices within 30 days of the date of invoice to Alliance for African Assistance. Unpaid invoices will accrue 10% late fee on a monthly basis after 45 days of

the invoice date. Any discrepancies to be contested in writing to Alliance at 5952 El Cajon Blvd San Diego, CA 92115 Attn: Finance Manager (619) 286-9052

17. San Ysidro School District (customer) shall hold harmless Alliance for African Assistance, its personnel and affiliates, against all damages which occur to his / her persons, clients, or property, including but not limited to claims arising from loss, personal injury, death, or property damage, or any "act of God" or random chance arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by District. The only exception to the District's responsibility to protect, save, defend and hold harmless Alliance for African Assistance is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of Alliance for African Assistance, its personnel, its affiliates and/or independent contractors.

Alliance for African Assistance agrees to conditions as follows:

1. Alliance for African Assistance will provide interpreters to appointment location as requested and per scheduling availability.

2. Languages include but are not limited to:

Acholi	Croatian	Japanese	Mixteco	Swati
Albanian	Dari	Karen	Nepali	Swedish
Alur	Dinka	Karenni	Nuer	Tadjik
American Sign Language	Edo	Kifuliro	Oromo	Tagalog
Amharic	Ewe	Kinhma	Pashtu	Taiwanese
Anyuak	Fante	Kinyarwanda	Patios	Telugu
Arabic	Farsi	Kirundi	Polish	Thai
Armenian	French	Kissi	Portuguese	Tigrinya
Assyrian	Fukienese	Kizigua	Punjabi	Tiv
Azerbaijani	Fur	Korean	Quiche	Tshiluba
Belarussian	Ga	Krahn	Romanian	Tumbuka
Bisayan	Georgian	Krio	Russian	Turkish
Bombara	German	Kurdish	Samoan	Twi
Bosnian	Greek	Lango	Serbian	Ukranian
Burmese	Hebrew	Laotian	Shanghainese	Urdu
Cambodian	Hindi	Lingala	Sicilian	Uzbeki
Cantonese	Hmong	Luganda	Slavic	Vietnamese
Chaldean	Hungarian	Mai Mai	Somali	Visayan
Chewa	Igbo	Mandarin	Spanish	Wolof
Creole (Haitian)	Italian	Marshallese	Swahili	Yoruba

3. Screen each interpreter for language capacity, knowledge of interpreting ethics, and customer service.

4. Ensure strict confidentiality is kept by Alliance staff. All staff and contractors will undergo annual HIPAA training.

5. If the language requested is not available, we will attempt to locate a language provider on your behalf.

6. With few exceptions, all interpreters scheduled by Alliance for African Assistance are independent contractors. These interpreters are not employees of the Alliance for African Assistance. The Alliance for African Assistance will not withhold any contracted interpreter social security, federal, state or any other employee payroll taxes from payments to interpreter. Interpreter will not be entitled to employee benefits. Alliance for African Assistance or Client will regularly report amounts paid to contractor by filing a 1099-MISC with the Internal Revenue Service as required by law. Interpreter has agreed not to use anyone other than himself or herself to do the work. Alliance for African Assistance is only a billing and scheduling service and is not liable to pay interpreter other than to deliver payments for time and expenses less a reasonable fee charged by Alliance for African Assistance for this brokering service.

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

Choice of Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed by California law excluding any laws that direct the application of another jurisdiction's laws.

Choice of Forum. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) will be resolved in a superior court in San Diego, California.

Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by both parties.

Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

Waiver. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement shall impair any right, power, or remedy of that party, nor shall it be construed as a waiver of, or consent to, any breach or default.

The Agreement shall become effective on the date signed by all parties and remain enforced until cancelled in writing by one or both parties with 30-days notice. Amendments to this Agreement shall become effective when jointly agreed upon and signed by all parties. All amendments must be attached to the original document.

This Agreement is undertaken in a spirit of trust, cooperation and partnership, to the benefit of both parties.

Date: 8/2/18

Walter Lam
President & CEO

Date: _____

Authorized Representative (Print name)

Signature

Billing Address or Email: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
San Ysidro Middle School
Maria Rodriguez, Principal

INITIAL: GAP

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MR. AARON RETFORD, MOTIVATIONAL SPEAKER

BACKGROUND INFORMATION:
Mr. Retford is a public and motivational speaker specializing in leadership. Specific messages geared towards, middle school, high school, nonprofit and corporate events. He combines his academic knowledge in the field of organizational leadership, life stories that have impacted him and those around him, as well as a healthy dose of humor to engage audiences and leave a long lasting impression. He has worked with schools, teachers and administrators for over 5 years, specifically focusing on leadership, character building, and teamwork.

RECOMMENDATION:
Approve/Ratify the agreement with Mr. Aaron Retford, a motivational speaker to conduct two educational assemblies and a workshop at the San Ysidro Middle School on August 6, 2018 as part of the Positive Behavior Intervention System (PBIS) at a cost up to $2,750.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2018-2019 Budget? ☒ Yes ☐ No

Requisition #

$2,750.00	ASB Funds	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

EVENT AGREEMENT

This Event Agreement (the "Agreement") is entered into effective as of the 10th day of August, 2018, by and between **Aaron Retford** (hereinafter "Speaker") and **San Ysidro School District** ("Customer"). Customer's profile: San Ysidro Middle School, Grades 7-8; Population # 700.

WHEREAS, Customer desires to organize a speaking engagement, assembly, workshop or other educational activities commencing on August 6, 2018, and lasting a duration of 3 hours.

WHEREAS, Speaker is in the business of conducting speaking engagements, assemblies, workshops or other educational activities.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. Speaker Services. Speaker agrees to plan, organize, and conduct speaking engagement, assembly, workshop or other educational activities (hereinafter "Event"). In addition, speaker agrees to maintain professional liability insurance with minimum policy limits of $1,000,000 per occurrence to cover liability for damages ($3,000,000 aggregate) arising out of Speaker's activities in connection with the Event.

2. Customer Cooperation. Customer agrees to cooperate with Speaker in the performance of Speaker's activities pursuant to this Agreement and Event. Customer agrees to provide Speaker with reasonable access to students, teachers, and when necessary, venue location and details. Customer grants to Speaker the right to use its name and its marks on Speaker's website and materials for marketing purposes only. Customer agrees to providing Speaker with all necessary equipment needed to conduct event, including, but not limited to: sound system or PA, classrooms, VA equipment, etc.

3. Event Details: Speaker and Customer agree to the following details for the Event. Speaker shall present for a total of 2 assemblies/engagements, or a maximum of 2 hours. Speaker will also facilitate and lead 1 workshop, team building, or other activities, for up to 1 hours.

4. Fees. Speaker shall submit to district an itemized invoice, which indicates work completed by speaker. District shall review invoice/receipts submitted to determine that work performed is in compliance with the provisions of agreement. District will pay speaker within a reasonable amount of time, and in accordance with this agreement.

5. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party substantially fails to perform or observe any of its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice to said party. Email is an acceptable form of written notice.

6. Force Majeure. Speaker will use its good faith efforts to conduct the Event on the scheduled day for the Event; provided, however, that Speaker shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

7. Notice. Any notice hereunder shall be in writing and shall be effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address below:

8. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

9. Hold Harmless Clause. Speaker agrees to hold Customer harmless against any and all claims for loss, liability, damages, judgments, civil charges arising out of or in connection with the services done or to be performed. Customer agrees to hold Speaker harmless against any and all claims for loss, liability, damages, judgments, civil charges arising out of or in connection with the services. The only exception to Customer's responsibility to protect, save, defend and hold harmless the Speaker is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the Speaker.

SPEAKER:		**CUSTOMER:**	
By:	_____	By:	_____
Name:	Aaron Retford	Name:	Gina A. Potter, Ed.D.
Title:	Motivational Speaker	Title:	Superintendent
		Board Approved/Ratified:	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 9, 2018

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

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: RATIFY PURCHASE VIA THE NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO. 01-40 FOR TECHNOLOGY SOLUTIONS (CHROMEBOOKS)

BACKGROUND INFORMATION:
The National Cooperative Purchasing Alliance (NCPA) and Region XIV Education Service Center awarded Contract No. 01-40 to Best Buy for Technology Solutions. The NCPA "piggyback" contract allows school districts to purchase products and services at lower prices.

The District would like to purchase 390 Chromebooks for district-wide use.

RECOMMENDATION:
Approve/Ratify the purchase of Chromebooks through the National Cooperative Purchasing Alliance "piggyback" Contract No. 01-40 at a cost up to $96,230.40 from the Supplemental & Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$96,230.40	Supplemental & Concentration	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, August 1st, 2018

Best Buy Stores, L.P.
ATTN: Troy Seefeldt
7601 Penn Avenue South
Richfield, MN 55423

Re: Annual Renewal of NCPA contract #01-40

Dear Troy:

Region XIV Education Service Center is happy to announce that Best Buy Stores, L.P. has been awarded a three-year term contract renewal for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on October 31st, 2021, completing the sixth year of a possible eight year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, October 1st, 2015

Best Buy Stores, L.P.
ATTN: Troy Seefeldt
7601 Penn Avenue South
Richfield, MN 55423

Dear Troy:

Region XIV Education Service Center is happy to announce that Best Buy Stores, L.P. has been awarded an annual contract for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on October 31st, 2018. The contract can be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Best Buy Stores, L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid

Ronnie Kincaid
Region XIV, Executive Director

NCPA

(/)

BEST BUY

http://www.bestbuy.com/business
(http://www.bestbuy.com/business)

OVERVIEW

NCPA :

Vendors : **Best Buy** http://www.ncpa.us/Vendors/Best%20Buy 1/4 BEST BUY http://www.bestbuy.com/business (http://www.bestbuy.com/business)

OVERVIEW

Best Buy® is the leading provider of technology products, services and solutions, serving consumers, business owners and educators. With over 1,200 retail stores nationwide, 69% of the population lives within 10 miles of a Best Buy store, enjoying the benefits of expert service and unbeatable price. The company also has a well-established online and physical presence in Canada and Mexico. Best Buy For Business and Best Buy Education are direct-channel divisions dedicated to providing comprehensive, single-source solutions tailored to fit your organization's needs and budget. They offer a vast selection of consumer and commercial-grade technology from all the top manufacturers. Your personal Account Manager will give you knowledgeable, unbiased advice and help with everything your school or business requires, including volume purchasing, flexible payment options and multi-location shipping. We also provide world-class Geek Squad® services, offering tech consultations and evaluations, installation, setup, protection, support, training and more.

Best Buy is part of your community and is proud to have the largest retail appliance and electronics collection program in the U.S. Trade in your qualifying old devices for credit or drop them o in store for recycling. To date, we've responsibly recycled over 1 billion pounds with a goal of 2 billion pounds by 2020.

Overview ξ (/) 8/6/2018 NCPA : Vendors : Best Buy http://www.ncpa.us/Vendors/Best%20Buy 2/4 CONTRACT INFO Awarded Vendor: Best Buy Contract Awarded: Technology Solutions Contract Number: 01-40 Lead Agency: Region 14 ESC

Contract Term: 6 year term, October 1, 2015 to October 31, 2021 *Option to renew for two (2) additional one (1) year periods.

NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. CONTACT INFORMATION NCPA P.O. Box 701273 Houston, TX 77270 (/) 8/6/2018

NCPA : Vendors : Best Buy http://www.ncpa.us/Vendors/Best%20Buy 4/4 (888) 543-6515 info@ncpa.us (mailto:info@ncpa.us)

Tab 7 - Pricing

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- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

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  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

PRICING:

Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which NCPA members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by NCPA, we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of $89.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

Geek Squad® Office support does come with the following exceptions:

- As a user-based program and we only support the user listed for support
- We do not support Windows XP, Windows Server 2003, or Linux operating systems
- We do not support any proprietary software
- We do not perform trainings for software (example how to build a power point)

Please note our prices may not contain shipping costs. Because Best Buy For Business is able to offer retail store pick up for most items we offer for this award, we wish to separate shipping charges from product cost. For items picked up at a local Best Buy location, shipping charges will not apply. All other items will be charged shipping at our nominal rates.

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.

Shipping charges will be prepaid and added to the invoice. Neither Region 14 Education Service Center nor NCPA including any NCPA member will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

Sales Prices made available on the Program Website are generally determined through a pricing logic that compares (i) the price derived by applying a discount, within the range for the Product Category as set forth below, against Supplier's standard gross margin at the Supplier standard Product price and reducing the standard Product price by the difference with (ii) the then current price on BestBuy.com. The lower price is posted as the Sales Price which may be updated on a daily basis. Sales Prices on the Program Website are subject to terms that may limit quantities or specific models available at the stated Sales Price.

Sales Prices provided by quote through a Sales Representative will generally be determined by applying a discount, within the range for the Product category as set forth below, against Supplier's standard gross margin at the standard Product price and reducing the standard Product price by the difference. Product sold at zero or negative gross margins (e.g. holiday promotions, clearance items), constrained inventory Product, Product subject to a unilateral minimum resale price policy, and Product that would be sold at zero or negative margin if a discount were applied will not be eligible for any additional price reductions. Supplier considers current market conditions when determining the actual discount applied within the ranges stated below.

For all items, we suggest members reach out to one of our Account Managers for a specific product quote.

Best Buy For Business has also included a sampling of our complete catalog, which can be found at www.bbfb.com. This is only a sampling as our assortment of products is continually changing and growing. Please refer to our website for an entire up to date listing of our product and service offerings.

Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager.

PRODUCT LINE CARD

Appliances .5 - 2.5%
Amana
Avanti
Bissell
BOSCH
Bunn
Char-Broil
Conair
Cuisinart
Danby
Dyson
Electrolux Home Products
Emerson
Euro-Pro
Frigidaire
General Electric
Haier
Honeywell
Hoover
Igloo
iRobot
Keurig
Kitchenaid
LG Electronics
Magic Chef
Nest
Ninja
Panasonic
Samsung
Shark
Sharp
Sunbeam
Whirlpool

Cables 5 - 15%
Belkin
Cables to Go
Dynex
Monster Cable
Rocketfish
Startech.com

Computing .5 - 2%
Acer
Apple
Asus
Dell
HP
Lenovo
Panasonic
Samsung
Toshiba

Computing Accessories 5 - 10%
Acer
Apple
Asus
Belkin
Blackbox
Bose
Bretford
Cables to Go
Case Logic
D-Link
Dell
Dynex
Ergotron
HP
Insignia
Kensington
Lenovo
Logitech
Microsoft
Peerless
Samsung
Sony
Speck
Targus
Toshiba

Consumer 5- 10% A/V & Accessories
Acoustic Research
Actiontec
Amazon
Antennas Direct
Apple
Asus
Audio America
Audio Quest
AudioSource (Rodin)
Audiovox
Belkin
Bell'O
BIC America
Bose
Boston Acoustics
C2G
Channel Master
Channel Vision
Clearview
Creative Labs
Denon
D-Link
Dynex
Emerson
Google
Grace Digital
Harman Kardon
iLive
Init
Insignia
IOGEAR
Ion Audio
JBL
Jensen
JVC
Klipsch
Koss
LG Electronics
Logitech
Magnavox
Middle Atlantic
Monster
MTX
Netgear
Niles Audio
Numark
Panasonic
Philips
Pioneer
Polk Audio
Pyle
RCA
Rocketfish
Roku
Russound
Samsung
Sauder
Sharp
Sherwood
Sling Media
Sonos
Sony
Startech
Supersonic
Terk
Toshiba
True Seating Concepts
Vizio
Westinghouse
Whalen Furniture
Yamaha

Commercial 5 - 10% A/V & Accessories
(includes live sound)
AKG
AKAI
American DJ
Atlas Sound
Atlona
Audix
Behringer
Black Box
Blue Microphones
Bogen
C2G
CAD
Cambridge Sound Masking
Channel Vision
Coleman
Creative Labs
Crown Audio
Cyber Acoustics
DBX Professional
Denon
D-Link
Fender
Gefen
Hosa
IAdea
JBL Professional
KEF
Key Digital
Klipsch
Koss
KRK
Lexicon
Logitech
M Audio
Middle Atlantic
NADY Systems
NEAR
Niles Audio
Numark
Peavey
Peerless Industries
Pinnacle Speakers
Pyle
RapidRun
Russound
Samson
Sennheiser
Shure
Sony
Soundcraft
Speco Techonogies
Startech
URC
VocoPro
Wiremold
Xantech
Yamaha Pro Audio
ZeeVee

Commercial Panels & Accessories .5 - 3.5%
(LFD, Digital Signage, Touch, Hospitality & Healthcare)
Asus
BenQ
BrightSign
Christie Digital Systems
Continu.us
Dell
D-Link
Draper
Elo TouchSystems, Inc
Gefen
Hewlett-Packard
InFocus
Innovative Sales Solutions Inc
Key Digital
LG Electronics
NEC
Panasonic
Peerless Industries
Planar
RCA Commercial TV
Samsung
Sharp
SunBrite TV
ViewSonic

Digital Imaging .5 - 3.5%
Canon
DJI
FujiFilm
Garmin
GoPro
HTC
iON
JVC
Kodak
Nikon
Olympus
Panasonic
Parrot
Pentax
Pivothead
Polaroid
Samsung
Sony

Health & Fitness 0 - 3.5%
Fitbit
Garmin
Griffin Technology
Jawbone
Misfit
Polar
Striiv
TomTom

Home Control and Surveillance
August
Avue
Belkin
Chamberlain
Cisco Consumer Products
Clearview
Defender
Directed Electronics
D-Link
Dropcam
Foscam
Home Tech
Honeywell
Insignia
Insteon
Kwikset
Levana
LIFX
Lorex
Motorola
Nest
Netgear
Philips
Q-See
Samsung
Skybell
Swann
Tely Labs
Zmodo

Interactive 1 - 5% Whiteboards
Da Lite
Elite Screens
Epson
Logitech
Mimio
Panasonic
Samsung
Smart kapp
Wacom

PRODUCT LINE CARD

Mobile Phones
Alcatel
Apple
ASUS
AT&T
BlackBerry
Blu
Boost
HTC
Kyocera
LG
MetroPCS
Microsoft
Motorola
Nokia
Novetel
NUU Mobile
Pantech
Samsung
Sharp
Sierra Wireless
Sony
Sprint
T-Mobile
TracFone
Verizon
Virgin Mobile
ZTE

Mobile Phone Accessories .5 - 10%
Apple
Belkin
BlackBerry
C2G
Cellet
DigiPower
Duracell
Dynex
eForCity
Energizer
Fosom
Griffin Technology
HTC
Incipio
Insignia
Kensington
Lenmar
LG
Modal
Mophie
myCharge
Outdoor Tech
PhoneSuit
Platinum
Platronics
PNY
RCA
ReVive
RND Power Solutions
Rocketfish
Samsung
Secur
Spyder
Startech
TYLT
Wilson

Mounts .5 - 10%
Chief
Dynex
Ergotron
Peerless
Rocketfish
Sanus
Vantage Point

Networking .5 - 3.5%
Actiontec
Belkin
Buffalo Technology
C2G
Cisco Consumer Products
Cradlepoint
D-Link
Linksys
MERAKI
NETGEAR
SonicWALL
Startech
Tripplite

Portable Audio 0 - 10%
Beats by Dre
Bose
Braven
Griffin Technology
iHome
Insignia
Jam
Jawbone
JBL
Klipsch
LG
Marshall
Modal
Monster
Panasonic
RockDoc
Sennheiser
Skullcandy
Sol Republic
Sony
Soundcast
Soundfreaq
UE

Printers, 3D Printing & Scanners 1 - 3.5%
3D Systems
3Doddler
Afinia
BeeVeryCreative
Brother
BuMat
Canon
Dell
Epson
Flashforge
HP
Kodak
LeapFrog
Lexmark
MakerBot
Panasonic
Primera
RoBo 3D
Samsung
Seiko
Solidoodle
VuPoint
Xerox
XYZ Printing

Projectors & Projector Screens 1 - 5%
Acer
BenQ
Bretford
Canon
Casio
Da-Lite
Dell
Elite Screens
Epson
Futitsu
Hitachi
inFocus
JVC
NEC Display
Optoma
Panasonic
Sony
ViewSonic
Vivitek

Servers .5-2.5%
Dell
HP
Lenovo

Software .5 - 1.5%
Adobe
GOOGLE
Hapara Inc
Intuit
Kaspersky
Microsoft
Nuance
Symantec
Trend Micro
Veeam Software
Vmware
Webroot

Tablets .5 - 1.5%
Acer
Amazon
Apple
Asus
Dell
DigiLand
Google
HP
Insignia
Lenovo
Microsoft
Samsung
Toshiba

Tablet Accessories 5 - 15%
AMAZON
Apple
Belkin
BRENTHAVEN
Case Logic
Dell
Dynex
Ergotron
Griffin Technology
GripCase
Gumdrop Cases
Hard Candy Cases
HTC
Incase
Incipio
Insignia
Kensington
Lenovo
Lifeproof
Livescribe
Logitech
M EDGE
Maclocks
Max Cases
Microsoft
Modal
Otterbox
Platinum
Rocketfish
Samsung
Speck Products
Targus
Tripplite
Urban Armor Gear
Wacom
Zagg Incorporated

Televisions .5 - 3.5%
Haier
Hisense
Insignia
LG
Panasonic
RCA
Samsung
Sansui
Sceptre
Sharp
Sony
Sunbrite
Supersonic
Toshiba
Viore
Westinghouse

Video Gaming 0%
Activision Inc
Bethesda Softworks
Electronic Arts
Leapfrog Enterprises
Logitech
Microsoft
Microsoft Xbox Corporation
Nintendo
Parrot
PERFORMANCE DESIGNED PROD
Protocol
Razer
Sega of America
Sony
Square Enix LLC
Take 2 Interactive
Thrustmaster
Turtle Beach
Ubisoft
Vtech Electronic
WARNER HOME VIDEO

Contact an Account Manager today at 1-800-373-3050 www.BestBuy.com/Business

BEST BUY, the BEST BUY logo, the tag design and the BEST BUY FOR BUSINESS logo are trademarks of Best Buy and its affiliated companies. All other trademarks or trade names are properties of their respective owners. © 2015 Best Buy. All rights reserved.

Tab 7 - Pricing

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

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- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

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PRODUCT LINE CARD

Appliances .5 - 2.5%
Amana
Avanti
Bissell
BOSCH
Bunn
Char-Broil
Conair
Cuisinart
Danby
Dyson
Electrolux Home Products
Emerson
Euro-Pro
Frigidaire
General Electric
Haier
Honeywell
Hoover
Igloo
iRobot
Keurig
Kitchenaid
LG Electronics
Magic Chef
Nest
Ninja
Panasonic
Samsung
Shark
Sharp
Sunbeam
Whirlpool

Cables 5 - 15%
Belkin
Cables to Go
Dynex
Monster Cable
Rocketfish
Startech.com

Computing .5 - 2%
Acer
Apple
Asus
Dell
HP
Lenovo
Panasonic
Samsung
Toshiba

Computing Accessories 5 - 10%
Acer
Apple
Asus
Belkin
Blackbox
Bose
Bretford
Cables to Go
Case Logic
D-Link
Dell
Dynex
Ergotron
HP
Insignia
Kensington
Lenovo
Logitech
Microsoft
Peerless
Samsung
Sony
Speck
Targus
Toshiba

Consumer 5- 10% A/V & Accessories
Acoustic Research
Actiontec
Amazon
Antennas Direct
Apple
Asus
Audio America
Audio Quest
AudioSource (Rodin)
Audiovox
Belkin
Bell'O
BIC America
Bose
Boston Acoustics
C2G
Channel Master
Channel Vision
Clearview
Creative Labs
Denon
D-Link
Dynex
Emerson
Google
Grace Digital
Harman Kardon
iLive
Init
Insignia
IOGEAR
Ion Audio
JBL
Jensen
JVC
Klipsch
Koss
LG Electronics
Logitech
Magnavox
Middle Atlantic
Monster
MTX
Netgear
Niles Audio
Numark
Panasonic
Philips
Pioneer
Polk Audio
Pyle
RCA
Rocketfish
Roku
Russound
Samsung
Sauder
Sharp
Sherwood
Sling Media
Sonos
Sony
Startech
Supersonic
Terk
Toshiba
True Seating Concepts
Vizio
Westinghouse
Whalen Furniture
Yamaha

Commercial 5 - 10% A/V & Accessories
(includes live sound)
AKG
AKAI
American DJ
Atlas Sound
Atlona
Audix
Behringer
Black Box
Blue Microphones
Bogen
C2G
CAD
Cambridge Sound Masking
Channel Vision
Coleman
Creative Labs
Crown Audio
Cyber Acoustics
DBX Professional
Denon
D-Link
Fender
Gefen
Hosa
IAdea
JBL Professional
KEF
Key Digital
Klipsch
Koss
KRK
Lexicon
Logitech
M Audio
Middle Atlantic
NADY Systems
NEAR
Niles Audio
Numark
Peavey
Peerless Industries
Pinnacle Speakers
Pyle
RapidRun
Russound
Samson
Sennheiser
Shure
Sony
Soundcraft
Speco Techonogies
Startech
URC
VocoPro
Wiremold
Xantech
Yamaha Pro Audio
ZeeVee

Commercial Panels & Accessories .5 - 3.5%
(LFD, Digital Signage, Touch, Hospitality & Healthcare)
Asus
BenQ
BrightSign
Christie Digital Systems
Continu.us
Dell
D-Link
Draper
Elo TouchSystems, Inc
Gefen
Hewlett-Packard
InFocus
Innovative Sales Solutions Inc
Key Digital
LG Electronics
NEC
Panasonic
Peerless Industries
Planar
RCA Commercial TV
Samsung
Sharp
SunBrite TV
ViewSonic

Digital Imaging .5 - 3.5%
Canon
DJI
FujiFilm
Garmin
GoPro
HTC
iON
JVC
Kodak
Nikon
Olympus
Panasonic
Parrot
Pentax
Pivothead
Polaroid
Samsung
Sony

Health & Fitness 0 - 3.5%
Fitbit
Garmin
Griffin Technology
Jawbone
Misfit
Polar
Striiv
TomTom

Home Control and Surveillance
August
Avue
Belkin
Chamberlain
Cisco Consumer Products
Clearview
Defender
Directed Electronics
D-Link
Dropcam
Foscam
Home Tech
Honeywell
Insignia
Insteon
Kwikset
Levana
LIFX
Lorex
Motorola
Nest
Netgear
Philips
Q-See
Samsung
Skybell
Swann
Tely Labs
Zmodo

Interactive 1 - 5% Whiteboards
Da Lite
Elite Screens
Epson
Logitech
Mimio
Panasonic
Samsung
Smart kapp
Wacom

PRODUCT LINE CARD

Mobile Phones
Alcatel
Apple
ASUS
AT&T
BlackBerry
Blu
Boost
HTC
Kyocera
LG
MetroPCS
Microsoft
Motorola
Nokia
Novetel
NUU Mobile
Pantech
Samsung
Sharp
Sierra Wireless
Sony
Sprint
T-Mobile
TracFone
Verizon
Virgin Mobile
ZTE

Mobile Phone Accessories .5 - 10%
Apple
Belkin
BlackBerry
C2G
Cellet
DigiPower
Duracell
Dynex
eForCity
Energizer
Fosom
Griffin Technology
HTC
Incipio
Insignia
Kensington
Lenmar
LG
Modal
Mophie
myCharge
Outdoor Tech
PhoneSuit
Platinum
Platronics
PNY
RCA
ReVive
RND Power Solutions
Rocketfish
Samsung
Secur
Spyder
Startech
TYLT
Wilson

Mounts .5 - 10%
Chief
Dynex
Ergotron
Peerless
Rocketfish
Sanus
Vantage Point

Networking .5 - 3.5%
Actiontec
Belkin
Buffalo Technology
C2G
Cisco Consumer Products
Cradlepoint
D-Link
Linksys
MERAKI
NETGEAR
SonicWALL
Startech
Tripplite

Portable Audio 0 - 10%
Beats by Dre
Bose
Braven
Griffin Technology
iHome
Insignia
Jam
Jawbone
JBL
Klipsch
LG
Marshall
Modal
Monster
Panasonic
RockDoc
Sennheiser
Skullcandy
Sol Republic
Sony
Soundcast
Soundfreaq
UE

Printers, 3D Printing & Scanners 1 - 3.5%
3D Systems
3Doddler
Afinia
BeeVeryCreative
Brother
BuMat
Canon
Dell
Epson
Flashforge
HP
Kodak
LeapFrog
Lexmark
MakerBot
Panasonic
Primera
RoBo 3D
Samsung
Seiko
Solidoodle
VuPoint
Xerox
XYZ Printing

Projectors & Projector Screens 1 - 5%
Acer
BenQ
Bretford
Canon
Casio
Da-Lite
Dell
Elite Screens
Epson
Futitsu
Hitachi
inFocus
JVC
NEC Display
Optoma
Panasonic
Sony
ViewSonic
Vivitek

Servers .5-2.5%
Dell
HP
Lenovo

Software .5 - 1.5%
Adobe
GOOGLE
Hapara Inc
Intuit
Kaspersky
Microsoft
Nuance
Symantec
Trend Micro
Veeam Software
Vmware
Webroot

Tablets .5 - 1.5%
Acer
Amazon
Apple
Asus
Dell
DigiLand
Google
HP
Insignia
Lenovo
Microsoft
Samsung
Toshiba

Tablet Accessories 5 - 15%
AMAZON
Apple
Belkin
BRENTHAVEN
Case Logic
Dell
Dynex
Ergotron
Griffin Technology
GripCase
Gumdrop Cases
Hard Candy Cases
HTC
Incase
Incipio
Insignia
Kensington
Lenovo
Lifeproof
Livescribe
Logitech
M EDGE
Maclocks
Max Cases
Microsoft
Modal
Otterbox
Platinum
Rocketfish
Samsung
Speck Products
Targus
Tripplite
Urban Armor Gear
Wacom
Zagg Incorporated

Televisions .5 - 3.5%
Haier
Hisense
Insignia
LG
Panasonic
RCA
Samsung
Sansui
Sceptre
Sharp
Sony
Sunbrite
Supersonic
Toshiba
Viore
Westinghouse

Video Gaming 0%
Activision Inc
Bethesda Softworks
Electronic Arts
Leapfrog Enterprises
Logitech
Microsoft
Microsoft Xbox Corporation
Nintendo
Parrot
PERFORMANCE DESIGNED PROD
Protocol
Razer
Sega of America
Sony
Square Enix LLC
Take 2 Interactive
Thrustmaster
Turtle Beach
Ubisoft
Vtech Electronic
WARNER HOME VIDEO

Contact an Account Manager today at 1-800-373-3050 www.BestBuy.com/Business

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Evaluation Criteria	Point Value	*GovConnection*	*CDI Computer Dealers*	*Troxell*	*JourneyEd*
Pricing	40	35	30	34	20
Ability to service the contract	25	25	25	25	15
References	15	10	10	15	8
Technology	10	8	9	10	10
Value Added Products and Services	10	9	5	6	3
Total	**100**	**87**	**79**	**90**	**56**

Vendors Awarded Under this Contract

GovConnection	*CDI Computer Dealers*	*Best Buy*
Howard	*Vion*	*Zones*
Troxell	*Dell*	*FireFly Computers*
Lenovo	*MNJ Techologies*	

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	*Howard Technology Solutions*	*Vion*	*Dell*	*Lenovo*
Pricing	40	28	25	40	32
Ability to service the contract	25	25	23	25	25
References	15	10	15	12	12
Technology	10	8	10	10	10
Value Added Products and Services	10	2	5	10	8
Total	**100**	**73**	**78**	**97**	**87**

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	*Harman*	*MNJ Technologies*	*ME Interests, LLC*	*Best Buy*
Pricing	40	30	35	30	30
Ability to service the contract	25	10	25	10	25
References	15	8	10	5	13
Technology	10	8	8	8	10
Value Added Products and Services	10	2	0	0	8
Total	100	58	78	53	86

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	*Zones*	*Fischer International Identity*	*FireFly Computers*	*Tequipment*
Pricing	40	35	30	30	30
Ability to service the contract	25	25	5	23	15
References	15	14	12	15	8
Technology	10	9	5	4	4
Value Added Products and Services	10	7	7	8	2
Total	**100**	**90**	**59**	**80**	**59**

Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

NCPA

Technology Solutions

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Technology Solutions	CSI: Lubbock	Donny Neal	2825 74th St	Lubbock	Texas	79423	8062410571	donny@csi-lubbock.com	9/9/2015 2:31:37 PM
Technology Solutions	HCGI	Bill Heneghan	10440 Lil Patuxent Pkwy 3r Floor	Columbia	Maryland	21044	4109135551	bheneghan@hcgi.com	9/3/2015 9:17:50 AM
Technology Solutions	PowerGistics	Crystal Morgan	100 Continental Dr	Columbus	Wisconsin	53925	9706733979	crystal@powergistics.com	9/2/2015 11:04:56 AM
Technology Solutions	Clear Touch Interactive	Keone Trask	561 Keystone Avenue	Reno	Nevada	89503	775 473-9199	kt@getcleartouch.com	9/2/2015 7:22:34 AM
Technology Solutions	Innovative Office Products, LLC	Jay R. Engelbrecht	100 Kuebler Road	Easton	Pennsylvania	18040	610-559-6327	jengelbrecht@lcdarms.com	8/28/2015 9:59:43 AM
Technology Solutions	Precision Task Group	Steve McCampbell	9801 Westheimer, Suite 803	Houston	Texas	77055	713 781 7481	steve@ptg.com	8/27/2015 3:56:08 PM
Technology Solutions	ViON Corporation	Armelle Tallec	196 Van Buren Street	Herndon	Virginia	20170	571-353-6016	armelle.tallec@vion.com	8/26/2015 2:46:03 PM
Technology Solutions	Florida Technology Consultants	Katie Stevens	PO Box 633	Crystal Beach	Florida	34681	727-789-5020	floridatechnologyconsultants@gmail.com	8/24/2015 11:55:57 AM
Technology Solutions	GovConnection	Carlos Montanez	732 Milford Rd	Merrimack	New Hampshire	03054	8323498565	cmontanez@govconnection.com	8/21/2015 12:25:51 PM
Technology Solutions	SHI International Corp.	Nick Grappone	290 Davidson Avenue	Somerset	New Jersey	08873	732-564-8189	nick_grappone@shi.com	8/17/2015 12:53:18 PM
Technology Solutions	SMS Tech Solutions	Christopher Neet	7418 Olde Sycamore Drive	Mint Hill	North Carolina	28227	512-627-1375	cneet@smstechsolutions.com	8/17/2015 12:02:54 PM
Technology Solutions	Ford Audio Video Systems, LLC	Jim Tulberg	1340 Airport Commerce Way # 470	Austin	Texas	78741	512-447-1103	tulbj@fordav.com	8/14/2015 12:26:50 PM
Technology Solutions	Logisoft Computer Products LLC	Robin Sommers	6605 Pittsford Palmyra Road	Fairport	New York	14450	888-564-4763	rsommers@logisoft.com	8/13/2015 3:11:50 PM
Technology Solutions	CDI Computer Dealers Inc	Aurelea Gumiela	130 South Town Centre Blvd	Markham	Illinois	L6G1B8	8882265727	agumiela@cdicomputers.com	8/13/2015 8:10:00 AM
Technology Solutions	Extron Electronics	Kellie Herrera	1025 East Ball Road	Anaheim	California	92805	800-633-9876	kherrera@extron.com	8/12/2015 4:50:59 PM
Technology Solutions	Trippe Manufacturing Company	Colleen Harrington	1111 W. 35th street	Chicago	Illinois	60609	773-869-1434	Colleen_Harrington@tripplite.com	8/12/2015 3:26:06 PM
Technology Solutions	PowerGistics	Wade Rhodes	100 Continental Drive	Columbus	Wisconsin	53925	800-355-3475	wade@powergistics.com	8/12/2015 2:54:16 PM
Technology Solutions	CJIS GROUP	kristina boyd	2758 Coastal Hwy	Crawfordville	Florida	32327	8509769800	kristina@cjisgroup.com	8/12/2015 7:01:55 PM
Technology Solutions	ProComputing Corporation	Michael McKinstry	747 Port America Place	Grapevine	Texas	76051	214-634-2450	mckinstry@procomputing.com	8/11/2015 11:30:53 AM
Technology Solutions	City of Porterville	Richard Tree	291 N. Main Street	Porterville	California	93257	5597827448	rtree@ci.porterville.ca.us	8/11/2015 12:29:14 AM
Technology Solutions	Tammy Rimes Consulting	Tammy Rimes	18011 Bluegrass Road	Ramona	California	92065	7607893689	tammy@tammyrimes.com	8/10/2015 1:14:05 PM
Technology Solutions	viaus products	Roy Chao	2793 vista bluff blvd	lewisville	Texas	75067	4692848884	email2793@gmail.com	8/10/2015 11:37:46 AM
Technology Solutions	ESEI	J. Antonio Rico	5400 Suncrest, Ste. B3	El Paso	Texas	79912	(915) 587-7902	jarico@esei.com	8/10/2015 11:31:57 AM
Technology Solutions	HCGI Hartford, Inc	Carol Huff	10440 Little Patuxent Parkway	Columbia	Maryland	21044	410-202-8042	chuff@hcgi.com	8/10/2015 10:19:21 AM
Technology Solutions	IBM	Eric Rice	7100 Highlands Parkway	Smyrna	Georgia	30082	770 863-1572	erice2@us.ibm.com	8/7/2015 1:37:37 PM
Technology Solutions	MNJ Technologies Direct, Inc	Mark Kuffel	1025 Busch Parkway	Buffalo Grove	Illinois	60089	847-876-8806	mkuffel@mnjtech.com	8/7/2015 12:24:26 PM
Technology Solutions	ViON Corporation	Jana M Jackson	196 Van Buren Street	Herndon	Virginia	20170	571-353 6000	jana.jackson@vion.com	8/7/2015 11:53:09 AM
Technology Solutions	Hatch	Jason Current	301 N Main St Ste 101	Winston-Salem	North Carolina	27101	8006247968	jcurrent@hatchearlychildhood.com	8/7/2015 9:25:06 AM
Technology Solutions	Allied Security Links	Eddie Ward	1005 Kramer Lane	Austin	Texas	78758	5128506399	eddie@alliedsecuritylinks.com	8/6/2015 10:05:05 PM
Technology Solutions	CMC Americas, Inc	Mallik Kamsani	4354 S Sherwood Dorest Blvd	Baton Rouge	Louisiana	70816	2252968440	mallik.kamsani@cmc-americas.com	8/6/2015 8:12:06 PM
Technology Solutions	Logisoft	Paul Finn	6605 Pitts Palm Rd	Fairport	New York	14450	585 598 8621	pfinn@logisoft.com	8/6/2015 11:55:19 AM
Technology Solutions	Advanced Networks of Texas	Mark Morrone	2910 Commercial Center Blvd	Katy	Texas	77494	9728508414	markm@anettexas.com	8/6/2015 11:47:32 AM
Technology Solutions	Insource Technology	Kelli Fly	20405 SH 249	Houston	Texas	77070	281-774-4332	kelli fly@insource.com	8/6/2015 11:32:17 AM
Technology Solutions	Max Cases	Robin Moore	1605 Monrovia Avenue	Costa mesa	California	92627	626 353 5335	robin@maxcases.com	8/6/2015 10:56:00 AM
Technology Solutions	Critical Project Services, LLC	Jack Jones	17000 Dallas Parkway, Ste 104	Dallas	Texas	75248	4693716781	jjones@cps-llc.com	8/6/2015 10:35:52 AM
Technology Solutions	CampusEAI	Nick Kumar	1111 Superior Avenue,	Cleveland	Ohio	44114	2165899626	nick_kumar@campuseai.org	8/6/2015 7:50:32 AM
Technology Solutions	Zones Inc	George Vopinek	233 s Wacker Dr	Chicago	Illinois	60606	2532053740	george.vopinek@zones.com	8/5/2015 3:40:23 PM
Technology Solutions	BahFed Corp	Sharon Vail	1201 SW 12th Ave Suite 304	Portland	Oregon	97205	5032088410	sharon.vail@bahfed.com	8/5/2015 11:48:36 AM
Technology Solutions	NETGEAR	Angela Sneed Curry	350 E Plumeria	San Jose	California	95134	817-366-2901	angela.curry@netgear.com	8/5/2015 10:23:52 AM
Technology Solutions	Zones INC	Jason Smith	1102 15th St. SW; Suite 102	Auburn	Washington	98001	253-205-3756	jason.smith@zones.com	8/5/2015 9:15:28 AM
Technology Solutions	West Texas Chapter AGC	Cheryl Wake	3125 S. 27th Street	Abilene	Texas	79605	3256767447	wtagc@sbcglobal.net	8/4/2015 11:48:06 AM
Technology Solutions	pcmg	sandeep kapoor	1940 e mariposa ave	el segundo	California	90245	3102254047	contract@pcmg.com	8/4/2015 11:47:05 AM
Technology Solutions	First Service Technology	Calvin Womack	18587 Sigma Road	San Antonio	Texas	78258	2103388894	sales@teamfst.com	8/4/2015 10:37:19 AM
Technology Solutions	GovConnection, Inc.	Shelly Lawrence	732 Milford Road	Merrimack	New Hampshire	03054	800 800 0019	mlawrence@govconnection.com	8/4/2015 9:01:21 AM
Technology Solutions	erepublic	Lisa Boccadoro	100 Blue Ravine Rd.	Folsom	California	95630	9169321300	lboccadoro@erepublic.com	8/3/2015 6:31:41 PM
Technology Solutions	Bright White Paper Co	Rick Kazdin	PO Box 2472	Palm City	Florida	34990	7722235511	Rick@brightwhitepaper.com	8/3/2015 3:02:06 PM
Technology Solutions	FireFly Computers	Brian Dimitroff	4463 White Bear Pkwy Ste 102	Saint Paul	Minnesota	55110	612-326-1396	brian@fireflycomputers.com	8/3/2015 2:21:13 PM
Technology Solutions	erepublic	Lisa Boccadoro	100 Blue Ravine Rd.	Folsom	California	95630	916-932-1300	lboccadoro@erepublic.com	8/3/2015 1:37:04 PM
Technology Solutions	M&A Technology	Debi Cooper	3370 Nacogdoches	San Antonio	Texas	78217	888-243-5092	dcooper@macomp.com	8/3/2015 12:27:21 PM
Technology Solutions	Apple	Betsi Lynch	11910 Freedom Dr	Reston	Virginia	20190	6099538929	betsi@apple.com	7/31/2015 3:33:06 PM
Technology Solutions	Fischer International Identity, LLC	Dorothy Rosevelt	PO # 9077	Naples	Florida	34101-9077	239 436 2625	djr@fischerinternational.com	7/31/2015 12:14:16 PM
Technology Solutions	Waypoint Business Solutions	Paul Neyman	20333 State HW 249	Houston	Texas	77070	2817972464	pneyman@waypointsolutions.com	7/31/2015 10:35:44 AM
Technology Solutions	Start Innovative Technologies	Gary Scitthelm	3526 26 St NE	Calgary, AB	Texas	T1Y 4T7	403 973 7240	gary.scitthelm@start-technologies.net	7/30/2015 8:08:57 PM
Technology Solutions	Harman Professional	Mark Henkin	8500 Balboa Blvd	Northridge	California	91329	818 895-3373	mark.henkin@harman.com	7/30/2015 8:00:28 PM
Technology Solutions	Advanced Information systems & Services	Gordon Henwood Sr	408 Donato Circle	Scotch Plains	New Jersey	07076	9083611101	ghenwood55@gmail.com	7/30/2015 5:38:56 PM
Technology Solutions	Wright Line, LLC	Catherine Adams	71101 Iowa Avenue	Chestertown	Maryland	21620	410-810-7012	catherineaadams@eaton.com	7/30/2015 4:55:26 PM
Technology Solutions	Howard Technology Solutions	Yareasia Ellis	P O Box 1590	Laurel	Mississippi	39441	6014253181	yellis@howard.com	7/30/2015 4:22:04 PM
Technology Solutions	Henry Savelli and Associates	henry savelli	212 west state street	Trenton	New Jersey	08608	609-392-5696	henry@henrysavelli.com	7/30/2015 2:40:07 PM
Technology Solutions	GovConnection	Robert Marconi	732 Milford Road	Merrimack	New Hampshire	03054	6039133896	rmarconi@govconnection.com	7/30/2015 12:41:53 PM
Technology Solutions	Troxell Communications, Inc	Terra Bremer	4675 F Cotton Ctr Blvd Ste 155	Phoenix	Arizona	85040	800-352-7912	terra.bremer@trox.com	7/30/2015 12:33:04 PM
Technology Solutions	IBM	Eric Rice	7100 Highlands Parkway	Smyrna	Georgia	30308	770 863-1572	erice2@us.ibm.com	7/30/2015 12:16:47 PM
Technology Solutions	Lenovo	Ricardo Santos	3418 26th Street,	San Francisco	California	94110	805 798 3461	rsantos4@lenovo.com	7/30/2015 12:15:43 PM
Technology Solutions	ImmixGroup	Ron LeClerc	8444 Westpark Drive	McLean	Virginia	22102	703-663-1934	ron_leclerc@immixgroup.com	7/30/2015 12:03:14 PM
Technology Solutions	Best Buy	Jason W Nelson	7601 Penn Ave South	Richfield	Minnesota	55423	612-291-7115	jason.nelson@bestbuy.com	7/30/2015 11:15:52 AM
Technology Solutions	EarthWalk Communications, Inc	Erin Ginther	10511 Battleview Parkway	Manassas	Virginia	20109	8882134900	Bids@earthwalk.com	7/30/2015 11:10:44 AM
Technology Solutions	JourneyEd.com Inc	Charity Kountz	5212 Tennyson Parkway Suite 130	Plano	Texas	75024	8008763507	ckountz@journeyed.com	7/30/2015 11:07:28 AM
Technology Solutions	MCM	Michael Mintz	170 Great Hills Drive	South Orange	New Jersey	07079	917-837-4051	mmintz@mcmsalesconsulting.com	7/30/2015 10:19:21 AM
Technology Solutions	B&H Photo Video	Ely	420 9th ave	New York	New York	10001	2122397500	elyl@bhphoto.com	7/30/2015 8:16:19 AM

COPY

Best Buy Response To:

Competitive Solicitation by

Region 14 Education Service Center

For

Technology Solutions

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 11-15

National Cooperative Purchasing Alliance

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

Cover Letter and Company Background

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

September 8th, 2015

NCPA C/O
Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

RE: Request for Proposal (RFP) for Technology Solutions Solicitation Number: 11-15

Best Buy is pleased to provide NCPA with a response and we appreciate the opportunity to submit a proposal to support the scope of NCPA's Technology Solutions and help expand their membership list. Thank you for taking the time to review our proposal to support the technology needs of all the members of NCPA. Based on the information contained in your invitation to bid, Best Buy has assembled the attached proposal.

Best Buy (BBY) over the past 12 months has supported more than 4700 schools in a variety of deployments, technology needs, teacher training, leasing options, services and recycling programs in a majority of the States.

Best Buy has created several videos to outline some of the great work our team has done.

- Edina Case Study Video: https://youtu.be/P8VtkADMS_s
- Best Buy Education Overview Video: https://youtu.be/-wuEe4z1tbY
- Best Buy Donation: https://youtu.be/HcQWBy-hal4

Please feel free to reach out to your primary contact, Sr. Manager Sales Operations, Troy Seefeldt; whose information is below with any questions or concerns you may have.

Troy Seefeldt
National Education Sales Leader
Cell: 952.484.1631
D5-743
Troy.Seefeldt@Geeksquad.com

Best Buy looks forward to answering any additional questions you might have. We hope you find our proposal thorough and complete.

Request for Proposal (RFP) for Technology Solutions

Solicitation Number: 11-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10, 2015, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3, 2015. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Technology Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

Technology Solutions

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 11-15

National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	Troy Seefeldt
Company:	Best Buy Stores, L.P.
Address:	7601 Penn Avenue South
City, State, Zip:	Richfield, MN 55423
Solicitation Name and Number:	11-15
Due Date and Time:	Thursday, September10, 2015 at 2:00 pm CST

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor.

- Pricing
  - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of 3

(10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $$75 - $100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Tab 1 - Signature Form

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Best Buy Stores, L.P.
Address	7601 Penn Avenue South
City/State/Zip	Richfield, MN 55423
Telephone No.	800-373-3050
Fax No.	952-430-3673
Email address	obfbcontracts@bestbuy.com
Printed name	Troy Seefeldt
Position with company	Sr. Sales Operations Manager
Authorized signature	9/9/2015

Tab 2 - NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of October 1, 2015, by and between National Cooperative Purchasing Alliance ("NCPA") and Best Buy Stores, L.P. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated October 1, 2015, referenced as Contract Number 01-40, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

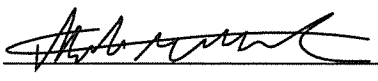
Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		**Vendor:**	
Name:	Matthew Mackel	Name:	
Title:	Director, Business Development	Title:	
Address:	PO Box 701273	Address:	
	Houston, TX 77270		
Signature:		Signature:	
Date:	October 1, 2015	Date:	

*We will only sign contract upon modifications noted in Exceptions and Deviations

Tab 3 - Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☒ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of Richfield, State of Minnesota
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☒ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct	☐ Certified education/government reseller
☐ Authorized Distributor	☐ Manufacturer marketing through reseller
☒ Value-added reseller	☐ Other: _____

- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

Contact Person: Troy Seefeldt
Title: Sr. Sales Operations Manager
Company: Best Buy Stores, L.P.
Address: 7601 Penn Avenue South
City: Richfield State: MN Zip: 55423
Phone: 800-373-3050 Email: bbfbcontracts@bestbuy.com

- Purchase Orders

  Contact Person: Troy Seefeldt
  Title: Sr. Sales Operations Manager
  Company: Best Buy Stores, L.P.
  Address: 7601 Penn Avenue South
  City: Richfield State: MN Zip: 55423
  Phone: 800-373-3050 Email: bbfbcontracts@bestbuy.com

- Sales and Marketing

  Contact Person: Troy Seefeldt
  Title: Sr. Sales Operations Manager
  Company: Best Buy Stores, L.P.
  Address: 7601 Penn Avenue South
  City: Richfield State: MN Zip: 55423
  Phone: 800-373-3050 Email: bbfbcontracts@bestbuy.com

◆ Pricing Information

➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

➢ Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

[redacted]

Tab 4 - Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

1. Company's official registered name.
   Best Buy Stores, L.P.
2. Brief history of your company, including the year it was established.
   Please Qualifications section in the following pages. Best Buy was established in 1969
3. Company's Dun & Bradstreet (D&B) number.
   023058159
4. Company's organizational chart of those individuals that would be involved in the contract.
   Please see attached
5. Corporate office location.
   - List the number of sales and services offices for states being bid in solicitation.

     Best Buy has over 1,400 retail stores throughout 50 US States with Geek Squad® in the majority of those locations.
   - List the names of key contacts at each with title, address, phone and e---mail address.

BTroy Seefeldt
Sr. Manager Sales Operations
Troy.Seefeldt@Bestbuy.com
952-484-1631

Ryan Gritz
National Account Manager, Education
Ryan.Gritz@Bestbuy.com
612-669-3098

6. Define your standard terms of payment.
   Best Buy accepts credit card, EFY, checks, leasing, or Net30 terms with approve credit.
7. Who is your competition in the marketplace?
   Best Buy Direct competes with CDW, CDW-G, Troxell, Zones, Insight, Tierney Bros., HH Gregg, Walmart, Dell, Apple, and several local and regional resellers.
8. Provide Annual Sales for last 3 years broken out into the following categories:
   - Cities / Counties
   - K---12
   - Higher Education
   - Other government agencies or nonprofit organizations

   Due to corporate policy regarding financial reporting, specific data regarding government, education, and nonprofit sales cannot be provided. Best Buy Direct has annual sales of 430 million dollars.
9. What differentiates your company from competitors?
   Best Buy Direct is the Commercial division of Best Buy Company (NYSE:BBY). Best Buy Direct sells to business, education and government customers through our network of dedicated sellers. Best Buy Company Inc. is a Fortune 100 company incorporated in Minnesota. Approximately 130,000 employees apply their talents to help bring the benefits of these brands to life for customers through retail locations, multiple call centers and web sites, Geek Squad® Tech Hubs, in-home solutions, product delivery and in our communities. With operations in the United States, Mexico, and Canada, Best Buy Co., Inc. is a multinational retailer of:
   - Commercial and consumer grade computers and information technology hardware, software and peripherals
   - Commercial and consumer grade audio-visual
   - hardware and peripherals
   - Commercial and household appliances
   - Geek Squad® services (including installation) and third party installation services

   For the final piece of the complete Best Buy picture, we bring in our retail location partners. With over 1400 retail locations nationwide and Geek Squad® in most retail locations, not to mention our Best Buy Direct sales force nationwide, we are close to our customers and our support goes beyond just a mailing address. When a BBD product is sold, there is a local Best Buy store and a dedicated team to support it. BBD's goal is to satisfy every one of our customers with the same level of support and aftercare as every customer that walks into our stores, which in many cases, is already one of our current customers. Your Account Manager is just a phone call or email away. With resources like this, we can provide high levels of service to meet your needs.

10. Describe how your company will market this contract if awarded.
    Best Buy Direct has a dedicated staff of 175+ sales professionals that serve more than 5,000 unique education and state/local government entities. Our sales professionals receive monthly trainings on new products and capabilities, including awarded contracts. Best Buy Direct has a dedicated marketing resource that creates client facing sales collateral, e-mail campaigns, along with social media releases to promote our relationships with our vendors and contract partners. Best Buy Direct along with our Best Buy Education team attends more than 50 Education trade shows annually. These shows provide us an opportunity to showcase strategic partnerships that provide our end users the highest level of value for their organization. NCPA will be marketed at all the shows we attend.
11. Describe how you intend to introduce NCPA to your company.
    Best Buy Direct intends to utilize our sales methodology training methods to train out the capability of the relationship between Best Buy Direct and NCPA. These trainings occur monthly both onsite with our market account teams and virtually through a series of webinars. Best Buy Direct also conducts new hire training course that all members of our organization attend when beginning their career with Best Buy Direct. The relationship formed between Best Buy Direct and NCPA will be trained out during these sessions.
12. Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
    Best Buy Direct has a fully functional on-line store front that allows clients to place manual orders for delivery or in store pick up (per availability). Best Buy Direct has the ability to create a custom procurement page dedicated to serving clients purchasing via the NCPA contract.
13. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
    Best Buy Direct offers service from 7am – 7pm C ST, Monday – Friday. Repairs and returns are available to be processed in any of our 1000+ retail locations during normal store hours.

14. Green Initiatives
    - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

    Please see attached Best Buy sustainability report.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Executive Summary

On Behalf of Best Buy and our entire team of 130,000 employees, we are excited to be considered as a long term partner to NCPA to support the needs of the students, teachers, and administrators. There are 8 main areas that we believe are important to our bid and highlight our strengths:

1) Unbiased approach to technology needs and requirements
2) Pre-assessment of technology needs across multiple platforms
3) Purchasing of products at the best available total cost of ownership
4) Support of the products & services for the entire lifecycle of the device
5) Facilitate the deployment of products, services at scale
6) Recycling/Trade-In programs that are sustainable and long term
7) Professional development to help teachers, parents & administrators
8) Local presence in the community (hiring, taxes & green initiatives)

Best Buy, for 48 years, has focused on being part of the fabric of the local communities. We are proud to have over 1,000 stores in local communities across the USA. The stores in Illinois are: (a) exciting places to see the latest and greatest technologies, (b) places to work and build a career, (c) place for taking back and recycling legacy technology products, and (d) places that generate and pay local tax revenues. Since the opening of our first stores, Best Buy has contributed millions of dollars in tax revenues while consistently providing valuable jobs to all 50 states. These stores function as a support mechanism for all of the customers in the state and together we will develop custom service capabilities based on your local technology needs

We believe Best Buy is the best choice as a partner for education technology needs as we offer unbiased recommendations, expertise and experience, a vast assortment of goods and local services from a trusted brand.

We understand that pricing is a critical component of your decision making process and we have worked hard to provide the most competitive total cost of ownership possible. With that said, we desire to partner with NCPA to guarantee that we meet or exceed your needs on pricing through the entire lifecycle of the deployment from day one to end of life and recycling of the devices after they have outlived their usefulness.

Qualifications

Thanks for the opportunity to discuss what Best Buy (BBY) can provide to National Cooperative Purchasing Alliance (NCPA). This is a great chance for BBY to show you all of the things our company is capable of in this arena.

First, as part of the decision process, NCPA should know a little bit about Best Buy For Business (BBFB). BBFB is the Commercial division of Best Buy Company (NYSE:BBY). BBY sells to business, education and government customers through our network of dedicated sellers. Best Buy Company Inc. is a Fortune 100 company incorporated in Minnesota. Approximately 130,000 employees apply their talents to help bring the benefits of these brands to life for customers through retail locations, multiple call centers and web sites, Geek Squad® Tech Hubs, in-home solutions, product delivery and in our communities. With operations in the United States, Mexico, and Canada, Best Buy Co., Inc. is a multinational retailer of:

- Commercial and consumer grade computers and information technology hardware, software and peripherals
- Commercial and consumer grade audio-visual hardware and peripherals
- Commercial and household appliances
- Geek Squad® services (including installation) and third party installation services

The Best Buy Co., Inc. family of brands and partnerships collectively generates more than $40 billion annual revenue and includes brands such as Best Buy, Best Buy, Audiovisions, Geek Squad®, Magnolia Audio Video, and Pacific Sales Kitchen and Bath Centers.

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

Geek Squad® is the first national 24-hour task force dedicated to solving the world's technology challenges. Comprised of highly skilled and specially trained computing Agents, home entertainment installers (GSIs), Autotechs and appliance repairers (GSRs), 20,000 active Geek Squad technicians patrol Geek Squad precincts in all U.S. Best Buy® stores, at Geek Squad® stand-alone U.S. store locations and at service centers nationwide.

Founded in 1994 by Geek Squad® Chief Inspector Robert Stephens, Geek Squad began with $200 and a bicycle in Minneapolis. In 2002, Geek Squad entered into joint operation with Best Buy and expanded nationally in 2004 - providing consumers nationwide with a unified, fully owned task force to help them manage their growing dependence on technology. And in October 2006, Geek Squad® unveiled Geek Squad® City, the force's largest repair site. The Louisville facility encompasses nearly four acres and houses the largest concentration of Geek Squad® Agents anywhere on Earth. Geek Squad® City is the anchor for a network of Geek Squad® service locations that house the technicians who repair the vast array of gadgets people depend on. Geek Squad Protection provides for services as outlined in the attached brochure (Attachment C - GSP). Best Buy provides warranty and post warranty (depending on the length of the GSP) for appliances for up to 5 years under a GSP.

Please note, while we are happy to provide service as a result of this response, and Geek Squad sometimes uses a valued partner for services, all technicians providing service will be Best Buy branded. We do not share information about our vendor partners or subcontractors. All partners are thoroughly vetted and able to provide Best Buy's level of service for your needs.

For the final piece of the complete Best Buy picture, we bring in our retail location partners. With over 1,000 retail locations nationwide and Geek Squad® in most retail locations, not to mention our BBY sales force nationwide, we are close to our customers and our support goes beyond just a mailing address. When a BBY product is sold, there is a local Best Buy store and a dedicated team to support it. BBY's goal is to satisfy every NCPA member with the same level of support and aftercare as every customer that walks into our stores, which in many cases, is already one of our current customers. Your Account Manager is just a phone call or email away. With resources like this, we can provide high levels of service to meet your needs.

Additional information about Best Buy:
Date of Incorporation: 1969
Ownership: Public Company
Corporate Headquarters location:
Best Buy Corporate
7601 Penn Avenue South
Richfield, MN 55423

Bank References:

- U.S. Bank National Association

Please contact via fax for credit inquiries at (503) 401-8287

- For inquiries regarding our capital structure and sources of liquidity please contact our Treasurer Flavio Costa at Flavio.Costa@bestbuy.com

Dun & Bradstreet Number: 023058159

Last Annual Report: http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/sec-filings-details/default.aspx?FilingId=10599642

Additional Financials:

- Financial performance: http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/default.aspx
- Archive for last 8 years of financials: http://investors.bestbuy.com/phoenix.zhtml?c=83192&p=quarterlyearnings
- Archive for 17 years of Annual Reports:http://phx.corporate-ir.net/phoenix.zhtml?c=83192&p=irol-reportsannual

Tab 5 - Products and Services / Scope

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
  Please see attached Line Card under the Pricing Tab

Products

- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Office Equipment
- Printers
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- DVD / Books / Music / Video

Services

- Installs
- Asset Management
- Managed Services
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Insurance

Tab 8 - Value Added Products and Services

Tab 8 – Value Added Products and Services

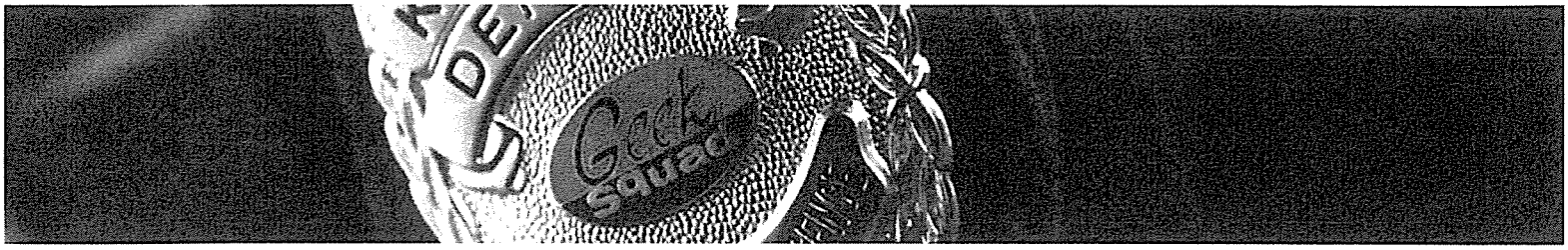
- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Best Buy Direct has a fully functional on-line store front that allows clients to place manual orders for delivery or in store pick up (per availability). Best Buy Direct has the ability to create a custom procurement page dedicated to serving clients purchasing via the NCPA contract.

Geek Squad® is the first national 24-hour task force dedicated to solving the world's technology challenges. Comprised of highly skilled and specially trained computing Agents, home entertainment installers (GSIs), Autotechs and appliance repairers (GSRs), 20,000 active Geek Squad technicians patrol Geek Squad precincts in all U.S. Best Buy® stores, at Geek Squad® stand-alone U.S. store locations and at service centers nationwide.

With over 1,000 retail locations nationwide and Geek Squad® in most retail locations, not to mention our BBY sales force nationwide, we are close to our customers and our support goes beyond just a mailing address. When a BBY product is sold, there is a local Best Buy store and a dedicated team to support it. BBY's goal is to satisfy every NCPA member with the same level of support and aftercare as every customer that walks into our stores, which in many cases, is already one of our current customers. Your Account Manager is just a phone call or email away. With resources like this, we can provide high levels of service to meet your needs.

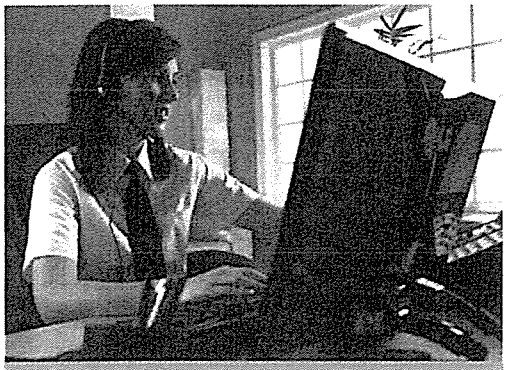
Best Buy is the first reatiler to be ISO 14001 Certified for Electronics Recycling. Please see our attached Sustainability Report.



GEEK SQUAD®

AGENT ON SITE

Count on us to implement and maintain all your business technology. We offer flat-rate pricing for any I.T. work you might need. Ask a representative for details.



CONTRACT PRICING[1]	Per Hour
AVERAGE HOURLY RATE	$139
10-19 HOURS Expire in 12 months from date of purchase	$119
20+HOURS Expire in 12 months from date of purchase	$99

BUSINESS SERVICES:

- **WINDOWS SERVERS IN SELECT MARKETS**
  Robust e-mail, contacts and calendars; central security and file management; routine backups.
- **NETWORKING**
  Shared internet access, secure wireless connectivity, shared files and printers.
- **COMPUTER SUPPORT AND TUNE UPS**
  Virus removal, software troubleshooting, upgrades, tune-ups and more.
- **PREVENTATIVE**
  Routine visits from our Agents keep your business running smoothly and minimize downtime.
- **TRAINING**
  Geek Squad can turn you into a computer pro with one-on-one training.



GEEK SQUAD AGENT ON SITE:

LET OUR ELITE FORCE OF GEEK SQUAD AGENTS PROVIDE PROFESSIONAL SUPPORT AT A FRACTION OF THE COST TO EMPLOY FULL-TIME I.T. STAFF.

- Professional I.T. support for your business
- For emergency service, you will be charged at double the hourly rate
- Can be used for multiple locations
- Direct contact with servicing Agents and corporate business guidance

WE WILL KEEP YOUR TECHNOLOGY UP AND RUNNING WHILE YOU RUN YOUR BUSINESS.

1-800-373-3050 Option 4

[1] CONTRACT EXPIRATION DATE: Subject to certain state or jurisdictional laws which do not allow for expiration of service contracts, this Purchase Agreement terminates 12 months from the date it is signed regardless of whether customer has utilized all of the hours purchased hereunder. Any unused hours that have been purchased will expire and be forfeited at that time unless you reside in a jurisdiction where such expiration is not allowed.

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GEEK SQUAD® OFFICE SUPPORT

KEEP YOUR BUSINESS ON TRACK WITH UNLIMITED 24/7 IT SUPPORT



FIND OUT WHAT GEEK SQUAD OFFICE SUPPORT CAN DO FOR YOUR BUSINESS

Your business is unique—and so is Geek Squad Office Support. Our Agents are business certified and specially trained to meet the technology challenges you face. Our extensive knowledge of commercial hardware and software enables us to assist you remotely, 24/7 to eliminate downtime and keep your business running smoothly.

GEEK SQUAD OFFICE SUPPORT:

- ✓ Serves each end user regardless of location
- ✓ Covers multiple technology devices
- ✓ Provides workstation and network support
- ✓ Saves money over ad-hoc calls for service

GEEK SQUAD OFFICE SUPPORT PLAN COVERAGE

24/7 IT SUPPORT

- Online
- On site (with Advanced Plan–see below)

WORKSTATION SUPPORT

- Computer setup
- Software application and OS installation and support
- Computer tune-ups, diagnostics and repair
- Data backups and transfers

NETWORK INTEGRATION

- Add devices to a network
- Firewall support
- VPN support

ADVANCED PLAN INCLUDES: SERVER ADMINISTRATION

- Software application and OS installation and support
- Server tune-ups, diagnostics and repair
- Data backups and transfers

GEEK SQUAD OFFICE SUPPORT RATES

STANDARD PLAN:
Includes unlimited remote online.

$24.99 per user, per month
(available in monthly, 6-month or 12-month purchase options)
plus an initial setup fee of $99.99.

ADVANCED PLAN:
Includes unlimited remote online plus on-site service[1] for issues that can't be resolved remotely.

$49.99 per user, per month
(available in monthly, 6-month or 12-month purchase options)
plus an initial setup fee of $99.99.

BEST BUY FOR BUSINESS

[1] After agent determines issue cannot be resolved remotely. On-site agent availability is on a best effort/next available basis. Additional restrictions may apply. See Terms & Conditions or speak with an Account Manager for additional details.

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GEEK SQUAD® OFFICE SUPPORT

**KEEP YOUR BUSINESS ON TRACK WITH 24/7 IT SUPPORT.
CHOOSE THE PLAN THAT BEST MEETS YOUR NEEDS AND BUDGET.**

INCLUDES THESE SERVICES

SERVICE	REGULAR PRICE	WITH OFFICE SUPPORT
Virus/Spyware Removal	$199.99	Unlimited
Diagnostic and Repair	$199.99	Unlimited
OS Installation	$129.99	Unlimited
PC/tablet Setup	$29.99	Unlimited
PC Tune-Up	$99.99	Unlimited
Printer Setup	$49.99	Unlimited
Firewall Support	$259.99	Unlimited
VPN Support	$329.99	Unlimited
Server Administration	$299.99	Unlimited
Server Diagnostics and Repair	$299.99	Unlimited

OFFICE SUPPORT PLANS

SKU	TYPE/TERM	PRICE	INCLUDES ON-SITE
BB11514960	Standard 6 MOS	$149.94	No
BB11514986	Advanced 6 MOS	$299.94	Yes
BB11514985	Standard 12 MOS	$299.88	No
BB11514987	Advanced 12 MOS	$599.88	Yes
BB11514991	1-Time Activation Fee (Per Company/Not User)	$99.99	
BB19486382	Standard Monthly	$24.99	No
BB19486384	Advanced Monthly	$49.99	Yes

**Call an Account Manager at:
1-800-373-3050
www.bestbuy.com/business**

FOR BUSINESS

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SUPPLIER'S RETURN POLICY

Return & Exchange Promise

Participating Member can return or exchange Products within 15 days for a full refund. Simply bring your item(s) to us with all contents and packaging, proof of purchase and ID, and we will process your return or exchange.

Members of the My Best Buy™ program that reach Elite and Elite Plus status, receive an extended return and exchange period of 30 or 45 days, respectively, instead of 15 days, on most purchases.

Participating Members can return or exchange mobile phones and other carrier connectable devices within 14 days for a full refund. This return period also applies if you are a My Best Buy Elite or Elite Plus member.

Holiday Return & Exchange Promise

Product purchases made throughout November and December can be returned through January 15, 2015.

The Details:

Software, Movies, Music & Games

Opened computer software, movies, music or video games can only be exchanged for an identical item.

Special Orders

Participating Members can cancel or return Special Order items, and will be refunded 85% of the original purchase price. Special Order items are items not generally carried by Best Buy and/or which require that an order be placed directly with the manufacturer or distributor. The item ordered is then sent from manufacturer or distributor to Best Buy and then to Participating Member.

Custom Orders

Custom and personalized orders made especially for Participating Member are non-returnable. Custom Order items are items where a Participating Member has requested specific attributes (e.g. finish, color, size) or where a manufacturer builds only to order.

Privacy Protection

Please remember to remove your personal data and other information from the products you are returning. To learn more about our privacy practices, please see our www.BestBuy.com/privacy.

Returning Bundle or Promotional Discount Items

If Participating Member returns an item bought as part of a bundle or with a promotional discount and you does not return everything Supplier will reimburse Participating Member for what it does return, minus the value of the discount.

Final Sale and Nonreturnable Items

All Final Sale merchandise cannot be returned. Other nonreturnable purchases include digital content, prepaid cards, memberships, completed services, consumable items including ink and batteries, and items returned that are damaged or missing major contents.

Why we need your ID

Supplier, except where prohibited, requires a valid ID for all store returns. Supplier accept U.S., Canadian, and Mexican Driver's Licenses; U.S. State ID; Canadian Province ID; Matricula Consular; U.S. Military ID; Passport; U.S. Laser Visa; and U.S. Permanent Resident Card. Supplier's third-party processor may record your ID information when Participating Members return an item, and keep it in a secure database to help validate future returns. If Supplier cautions Participating Member or denies a Participating Member return, such Participating Member may request a copy of its Return Activity Report by calling 1-800-652-2331.

BestBuy.com, Best Buy Express and Best Buy For Business Returns in Store

Most products you buy on BestBuy.com, at a Best Buy Express location, or through Best Buy For Business™ can be returned at our stores.

Export Regulations

If Participating Members are outside the United States, please remember to comply with all U.S. Export Administration Regulations and control laws, and know that return shipments to Best Buy need to occur within the U.S.

Returning Defective or Incorrect Items

If Participating Member receives a product that is defective or that is not the product ordered, please return it to a Best Buy store – and we'll arrange for a replacement. If you would rather return the item by mail, please call us for special instructions at 1-888-BEST BUY (1-888-237-8289). Supplier will cover all reasonable and customary ground shipping fees.

Returns in Store

1. Include all original packing and accessories. (If Participating Member doesn't have all the original packaging and accessories, Supplier can process a return with a small deduction on Participating Member's refund for what's missing.)
2. Bring receipt or packing slip and a valid photo ID. Supplier accepts U.S., Canadian, and Mexican Driver's Licenses; U.S. State ID; Canadian Province ID; Matricula Consular; U.S. Military ID; Passport; U.S. Laser Visa; and U.S. Permanent Resident Card.

Returns by Mail

Participating Members can return online purchases from Best Buy through the mail as long as they are shipped to Supplier from within the United States. See Marketplace Returns and Refunds for information on returning a purchase from a Marketplace vendor.

To return an online purchase by mail:

1. Pack return in the original shipping package, if possible.
2. Include the packing slip and return label, and indicate the reason for the return.
   Don't have a return label? Print a return label now
3. Include all original packaging and accessories.
   (If Participating Member doesn't have all the original packaging and accessories Supplier can process a return with a small deduction on refund for what's missing.
4. Send your return to:

   BestBuy.com Return Center
   14405 County Road 212
   Findlay, OH 45840

For proof of delivery, Supplier recommend that Participating Member return items via UPS or insured USPS. Best Buy does not accept international return and exchange shipments.

Returning Mobile Phones and Devices with Plans

If Participating Member decides to return a phone or device with a plan, Participating Member is responsible for canceling the service contract with the carrier, and for all carrier charges.

There are two ways to return a phone or device and cancel service:

- Return device to a Best Buy store. Be sure to tell the store associate that you want to cancel your service. Carrier service cancellation policies may vary.
- Call Best Buy Mobile at 1-877-702-2211 (6 a.m. to midnight, CT) for instructions on how to return the device by mail. Let the phone associate know that you want to cancel your service.

Refund Method

Supplier will reimburse you for returned items in the same way you paid for them. If preferred, Participating Member can make an exchange for the same item. If Participating Member paid more than $800 in cash or more than $250 by check or by a debit card without a major credit card logo, Supplier will refund Participating Member by check within 10 business days. Any amounts deducted from a gift card will be credited to the gift card.

FORMS OF PURCHASE, LEASE, LICENSE, FINANCING

AND/OR SERVICE AGREEMENTS



AGREEMENT: SERVICES AT YOUR HOME OR BUSINESS

By signing below, you agree to the following terms and conditions.

1) Estimates and Fees: You have been provided with an estimate of the costs for the work to be performed by Geek Squad. You agree to pay up to the estimate amount. After conducting an evaluation of your product but before performing the necessary services, Geek Squad will obtain your approval for all services that will exceed the estimate given to you.

2) Services At Your Work/Home: A person of at least 18 years of age must be present when services are provided by Geek Squad. A Geek Squad agent must receive full access to the product(s) to be serviced, access to your residence, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. Services may be denied and a $129 cancellation charge will be assessed if a Geek Squad agent arrives at the scheduled service time and determines that no adult is present or that the Geek Squad agent does not reasonably have the appropriate access, cooperation, or safe working area. Geek Squad may refrain from providing any services on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements are unusual or extensive as reasonably determined by Geek Squad.

3) Back-Up Your Data: Geek Squad will NOT back up any data on your product unless you specifically request Geek Squad to do so prior to the performance of any service for an additional fee. It is your responsibility to back-up the data, software, information or other files stored on your product, prior to requesting service from Geek Squad.

4) Labor Warranty: Geek Squad guarantees services provided to you at your home or business for 30 days; however, for repairs necessitated by a virus or spyware, the 30-day warranty is only valid if the anti-virus and anti-spyware protection for your product is installed or updated during the re- pair or promptly thereafter. If there is a problem with the service provided to you, please contact the store that originally scheduled your service within 30 days of the date of your service. Geek Squad will work to remedy your original problem quickly and at no additional cost. With respect to any goods (such as accessories, parts, or software) you purchase from the business establishment at which Geek Squad is located, Geek Squad encourages you to read that business establishment's policy(ies) to learn about your ability to return or exchange goods you have purchased there.

5) Remote Support: Geek Squad may use tools it deems necessary to repair your computer, such as remote access to your computer.

6) Geek Squad Software: Geek Squad may install software on your computer that allows you to obtain additional technology services.

7) EULA's: For software installations, Geek Squad may accept End User License Agreements on your behalf.

8) Product Pick-Up by Geek Squad: If Geek Squad picks up your product for the purpose of performing a requested service(s) at a Geek Squad location and any damage or loss occurs with respect to your product while in Geek Squad's possession or control, regardless of causation or fault, you are only entitled to replacement of the product.

9) Limitation Of Remedy: To the extent permitted by law, you agree that Geek Squad's total liability for damages related to its services is limited to the total amount you pay for the services, and you release Geek Squad from liability for any indirect, incidental, special, or consequential damages. GEEK SQUAD IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR LOSS OF ANY MEDIA FROM YOUR PRODUCT.

10) Privacy Policy: The information you provided will be handled according to the Geek Squad Privacy Policy. For more information, please visit GEEKSQUAD.COM to review the privacy policy or call 1-800-Geek Squad.

11) CALIFORNIA RESIDENTS ONLY:

• An estimate as required (Section 9844 of California Business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate or repair. For more information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 94814. California Master Registration Number: E 81713. Best Buy Stores, L.P., d/b/a Geek Squad, 7601 Penn Avenue South, Richfield, MN 55423-3645. Contact Geek Squad at 1-800-Geek Squad (433-5778).

• A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

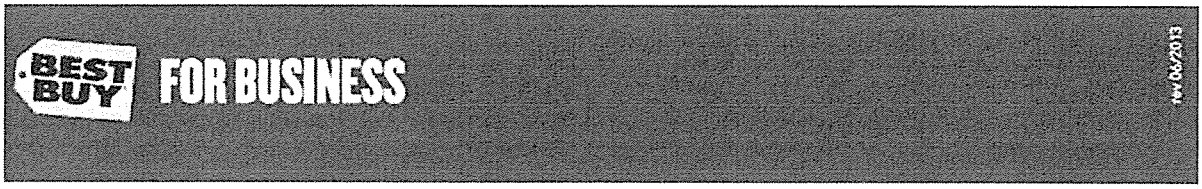
Signature: Date:

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COMMERCIAL AUDIO/VIDEO SERVICES TERMS & CONDITIONS

CUSTOMER MUST REVIEW THE FOLLOWING TERMS AND CONDITIONS:

• SCOPE OF WORK	Account Manager has reviewed in detail the scope of work to be performed. In order for Geek Squad® Installers to perform haul-away, the proper haul-away SKU must be processed in the transaction.
• DATE OF SERVICE	Account Manager has reviewed scheduling options.
• ADDITIONAL CHARGES	Geek Squad Installers will provide an estimate prior to performing work that requires an additional charge. Additional charges, fees and expenses may apply to provide services beyond 25 miles from the nearest Best Buy store location. Additional charges are payable by credit card or personal check.
• RESPONSIBILITY	Geek Squad Installers will not be held responsible for moving any furniture or valuables. Geek Squad Installers will not, under any circumstance, move, alter or install electrical outlets. It is recommended to have necessary electrical work performed prior to installation service.
• SAFETY OF OUR WORKFORCE	To ensure the health and safety of our employees, Geek Squad reserves the right to refuse or reschedule work due to unsafe conditions which include, without limitation, extreme temperatures, natural disasters or the existence of other hazards. When a TV is being hauled away for disposal, some TVs may require additional equipment or personnel to safely remove it, which may result in a delay or rescheduling of the haul-away service.
• INSTALLATION AUTHORIZATION	Someone at least 18 years of age must be present at all times on the day of installation to approve all work completed.
• LABOR ONLY	Installations do not include any parts or accessories (for example: wire, cable, speaker mounts or similar parts), except where specifically listed in the provided scope of work documentation.
• CABLE SATELLITE	For best results, cable or satellite installation should be scheduled prior to the arrival of the Geek Squad Installer to ensure proper integration of the whole system. Geek Squad is not liable for signal strength or any degradation of cable/satellite signal due to faulty cable/satellite equipment or coaxial lines. If the cable or satellite provider modifies any part of the Geek Squad installation, customer will be charged a $99.99 service call to reestablish the system functionality per the original installation scope of work.
• COMPUTER USE	Some services may require a Geek Squad Installer access to your computer. Some services may not be performed if minimum system requirements are not met or technical needs are encountered (including wiring or overcoming physical or technical barriers) or other requirements are unusual or extensive as reasonably determined by Geek Squad. Remote access may be required to diagnose or troubleshoot your computer. Geek Squad may install software on your computer that allows you to obtain additional technology services. For software installations, Geek Squad may accept End User License Agreements on your behalf.
• LATH & PLASTER	Geek Squad cannot warrant that installations involving lath and plaster walls will not result in cracks on the wall. Geek Squad will do everything in our power to eliminate the possibility, but due to the nature of that type of construction, you agree that Geek Squad will not be responsible for any resulting damage to any wall.
• SUBCONTRACTORS	Geek Squad may hire or contract with third party service providers or other subcontractors of their choice to assist that party in fulfilling its obligations pursuant to this Agreement.
• DISCLAIMER	Geek Squad shall not be liable for any failure or delay in performance due to any cause beyond its control. If Geek Squad Installer's ability to render services is impaired by customer's failure to cooperate or circumstances beyond the control of Geek Squad, Geek Squad may choose not to provide services. Service can also be denied if dangerous or unhealthy conditions are present, including possible code violations. For any un-installation services provided, Geek Squad shall not be responsible for repairing any damage or changes made to the premises. Geek Squad will not disassemble, deconstruct or break down any product for haul-away services even if necessary for removal.
• LIMITATION OF LIABILITY & RELEASE	By signing below, customer agrees that, except for direct property damage resulting from Geek Squad's negligence under no circumstances shall Geek Squad be liable for any damages including, without limitation, any indirect, incidental, special or consequential damages, expenses, costs, data loss or corruption, lost savings or earnings or liability arising out of or related to the services provided by Geek Squad or the installation, un-installation, use of or inability to use any products. Further, customer expressly releases and holds harmless Geek Squad from and against any loss, liability or damage that customer or the owner or lessee of the premises may suffer including, but not limited to, any changes or alterations to the premises (changes to walls, baseboards, floors, etc.). Some states do not allow limitations on or the release of certain damages or liability, so this limitation of liability and release may not apply.



BEST BUY® BUSINESS ADVANTAGE ACCOUNT APPLICATION

COMPANY INFORMATION

Company Name: _____

DBA: _____

Physical Address: _____

Physical City: _____ Physical State: _____ Physical ZIP Code: _____

Phone Number: _____ Fax Number: _____ Email Address: _____

Billing Address: _____

Billing City: _____ Billing State: _____ Billing ZIP Code: _____

Billing Contact (ATTN): _____ Contact Phone: _____ Contact Fax: _____

Billing Email: _____ Year Business Started: _____ SIC (Standard Industrial Classification): _____

COMPANY TYPE

❑ Sole Proprietorship ❑ Partnership ❑ Limited Liability Company

❑ Government Agency ❑ Non-Profit ❑ Corporation

❑ Private School ❑ Public School ❑ Municipality

DUNS#: _____ FEIN: _____ State Tax ID: _____

Please include a completed IRS W-9 - Requests for Taxpayer Identification Number

Requested Credit Limit $ _____ Applicant's Annual Sales: _____ Number of Employees: _____

INVOICE OPTIONS

PAYMENT METHOD

❑ Direct Debt* ❑ EFT/Online Bill Pay* ❑ Wire ❑ Check

*If selected please confirm the following

❑ Checking Account ❑ Savings Account

BANKING INFORMATION

Bank Name: _____ Bank Contact: _____ Bank Country: _____

Bank Phone: _____ Bank Fax: _____

ABA#: _____ Account #: _____

INVOICE SEND OPTIONS: (Check all that apply)

❑ Email* ❑ Fax ❑ Postal

*If selected please confirm billing email address: _____

Initial ☐

PO Box 25993 | Overland Park, KS 66225-9700 | BestBuyBusinessAdvantageAccount.com | ph 1-800-201-4882 | fax 1-913-217-9319 | customersupport@bbacentage.com

PURCHASING INFORMATION

Are all purchases exempt? ❑ Yes ❑ No *Please submit any documentation regarding tax exempt purchases

Number of cards requested: _____

Embossing Options: ❑ Company Name ❑ Buyer Name ❑ No cards required*

*A card is requested to purchase in a Best Buy® retail location.

Cardholder/Buyer Name (leave blank if card to be embossed with business name only)

1. _____
2. _____
3. _____
4. _____
5. _____

Please attach additional page to this application if you would like to request more than five (5) cards.

ACCOUNT RESTRICTIONS

PO Required: ❑ Yes ❑ No ❑ If transaction is greater than $ _____

PO Formatting Required* ❑ Yes ❑ No *please submit PO validation rules.

Transaction Amount Limit: ❑ None ❑ Transactions not allowed when amount is greater than $ _____

CREDIT REFERENCES

BANK REFERENCE

Bank Name: _____ Account #: _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____

TRADE REFERENCES

Company _____

Address _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____

Company _____

Address _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____

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PERSONAL GUARANTEE

This section below is only required for Sole Proprietorship and Partnerships.

First Name: _____ Middle Initial: _____ Last Name: _____

Date of Birth: _____ Home Address: _____

City: _____ State: _____ ZIP Code: _____

Home Phone: _____ Work Phone: _____ Fax: _____

Social Security Number: _____ Annual Income: _____

I hereby authorize Multi Service Technology Solutions, Inc. to obtain a credit report in connection with this Best Buy Business Advantage Account application and allow Multi Service Technology Solutions, Inc to obtain credit information from my bank. Any financial statements submitted with this application will facilitate the establishment of your account and will be relied upon by Multi Service Technology Solutions, Inc. All financial information submitted in support of this credit application is true and complete in all respects. I understand that my account may be deactivated if my account is past due. By signing this credit application and using services of Multi Service Technology Solutions, Inc., I certify that I am authorized to make this request on behalf of my company, and it is agreed that all purchases will be paid in accordance with the payment method.

Signature: _____

Date: _____

Best Buy® Business Advantage Accountholder Agreement ("Agreement")

WHEREAS, Merchant Services Technology Solutions, Inc. ("MSTS"), a Florida corporation, is engaged in the business of providing a purchase program for products and services primarily for sale by Best Buy®, and which program is called Best Buy® Business Advantage;

and

WHEREAS, applicant requests MSTS to provide such purchase program;

NOW, THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Best Buy® Business Advantage card and account number (the "Card" or "Account") are issued by and must be accepted by MSTS (or Best Buy), as the case may be, at its sole discretion.

2. The applicant authorizes MSTS to investigate the creditworthiness of applicant through commercial reporting companies. Applicant represents to MSTS that applicant has all authority and power to provide credit histories, where applicable, by obtaining consumer reports. The MSTS agrees that, during the term of this Agreement, any consumer credit report data received by MSTS will be used only for delivering whether to extend or approve credit for applicant's business and not for the use with respect to any decision to extend credit to personal, family or household purposes.

3. If approved, the applicant and each holder of the Account ("Accountholder") represents that the Account will only be used for business purposes and not for personal, family or household purposes.

4. Usage of the Best Buy® Business Advantage Account by the Accountholder named or accepted as acceptance of all terms and conditions set forth in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days' prior written notice to the effective date given in such notice, then 15 days from the date of such mailed notice by the Accountholder includes the retention or use of the Account by (i) the Accountholder's authorized user, (ii) any person or entity under Accountholder's control or (iii) any Best Buy® location with which the Accountholder or any person or entity under Accountholder's control has any relationship or connection that gave rise to the supplied Account information.

5. The Accountholder is liable for any and all charges and uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use.

6. All charges under an agreement / Account must be made in writing or other agreement that is made through the program website by an MSTS employee or authorized representative of the Accountholder.

7. MSTS is not a provider of merchandise. MSTS neither warrants nor is responsible for any goods or services obtained from Best Buy® or any other MSTS accepting merchant, including any implied warranties. MSTS does not warrant any merchandise or service obtained by the use of the Account. MSTS is not responsible for billing disputes.

MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT.

8. A credit review will be triggered for each Account holder. This review could result in credit increases, decreases or closure of the Account. The Account holder has the right to request a credit review at any time by contacting the Account holder's MSTS representative or MSTS customer service.

9. Statements will be mailed to the Account holder's billing address each month. Payments are due within 25 days of the statement date. Statements reflecting minimum payments are considered delinquent if not received by MSTS within 25 days of the statement date. Delinquent accounts may be assessed late fees and charges as allowed by law. Late fees are not based on the amount of any finance charge. The Account holder's failure to pay finance charges will result in the Account incurring additional finance charges as set forth in the Account holder's agreement with MSTS.

10. The payment terms stated in this Agreement apply to all purchases and supersede the payment terms of any Purchase Order, billing statement, or any other documentation the Account holder may have signed.

11. Account holder may pay Best Buy® Business Advantage statements via any of the available payment options.

12. Account holder shall make payments to MSTS and MSTS is authorized against the security, if any, to be necessary to keep the Account in a status where the credit limit will not be exceeded by payments. Account holder shall pay MSTS all amounts due on the Account when due, without any deduction or offset for any reason. Account holder understands and agrees that MSTS may immediately suspend Account privileges if Account holder's payment is late or not received by MSTS on time. Account holder shall immediately notify MSTS of any change in Account holder's billing address, telephone number or payment method. MSTS or MSTS's designated agent may contact Account holder by telephone or mail regarding Account holder's payment. MSTS may report information about Account holder's payment history to credit bureaus. MSTS may, to the extent permitted by law, charge Account holder a late fee of $25 for each month in which any payment is not received by MSTS when due.

13. Account holder's Account may be terminated by Account holder or MSTS at any time. Termination by Account holder will be effective upon MSTS's receipt of Account holder's written notice of termination. Termination by MSTS will be effective upon mailing of notice to Account holder's last known address. Termination will not affect Account holder's obligations under this Agreement, including, but not limited to, Account holder's obligation to pay all amounts charged to the Account.

14. Account holder may close the Account at any time by paying the balance in full. Account holder may not close the Account to avoid payment of a debt. MSTS reserves the right to refuse to close the Account until all debts to MSTS relating to the Account are paid in full.

15. This Agreement, its interpretation, and any dispute arising out of or relating to this Agreement or the Account shall be governed by the laws of the State of Texas without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement or the Account shall be resolved exclusively in the courts of Tarrant County, State of Texas. Notwithstanding the foregoing, MSTS may, at its option, elect to pursue any action against the Account holder in any state or jurisdiction in which the Account holder is found or maintains assets, or where MSTS may otherwise have personal jurisdiction.

Initial ☐

PO Box 25993 | Overland Park, KS 66225-9700 BestBuyBusinessAdvantageAccount.com | ph 1-800-201-4882 | fax 1-913-317-9319 | customersupport@bbaadvantage.com

16. MSTS may offset any amounts owed by MSTS to Accountholder against any claims MSTS has against the Accountholder. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account.

17. The Accountholder agrees that in the event of default, MSTS may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction in said courts regardless of where the Accountholder is geographically located or does business.

18. The Accountholder represents and warrants to MSTS, with full knowledge that MSTS will be relying on the following, that:

(i) The person executing this Agreement on behalf of the Accountholder is:

(A) An officer of the Accountholder's company, or other authorized employee, and

(B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder, and

(C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.

(ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.

(iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full right and authority, be corporate, partnership, limited liability company, and/or government agency or entity, as applicable. All necessary action has been taken by the Accountholder to authorize the consummation of this Agreement, be it corporate, partnership, limited liability Company, and/or government agency or entity, as applicable.

19. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account Numbers shall become immediately terminated and deemed void, and the Accountholder must immediately destroy all Cards or Account Numbers in the possession or under the control of the Accountholder. Upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts due according to the agreed upon payment terms.

20. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSTS immediately at 800.201.4882 to prevent unauthorized usage. Account Numbers will be immediately terminated upon notification. For authorized usage prior to the notification, it will be the Accountholder's responsibility. Accountholder must follow up telephone notification with written notification sent directly to: MSTS, P.O. Box 14922, Shawnee Mission, KS 66285, via mail or through the program website.

21. This Agreement authorizes MSTS to transmit information via email to the Authorized Accountholder at the email address(es) provided in this application. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. Accountholder further acknowledges that email is not a secure form of transmission and that it may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of MSTS's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTS responsible for any email communications intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTS and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend and hold harmless MSTS and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients.

22. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTS and its service providers may collect and use Accountholder's data for only purposes related to the Account and/or this Agreement. In addition, Accountholder agrees that MSTS may transfer any and all Accountholder data in MSTS's possession to Best Buy®, who will treat such information in accordance with their privacy policy.

23. The Best Buy® Business Advantage® is a registered trademark owned by Best Buy®.

24. Please retain this Agreement for future reference.

SIGNATURE

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Signature of applicant: _____ Title: _____

Printed Name: _____ Date: _____ Phone # where you can be reached: _____

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FISCAL YEAR 2015

CORPORATE RESPONSIBILITY & SUSTAINABILITY REPORT

Two years into our Renew Blue transformation, I am happy to report that our Company has made considerable progress in improving its performance and that we have an exciting journey ahead of us.

In the fall of 2012, we launched our Renew Blue strategy with the goal of addressing our two problems – declining comps and declining margins. The strategy was structured around five pillars:

- Reinvigorate and rejuvenate the customer experience
- Attract and inspire leaders and employees
- Work with vendor partners to innovate and drive value
- Increase our return on invested capital for investors
- Continue our leadership role in positively impacting our world

As the Fifth Pillar reflects, we remained committed to our role in positively impacting the world and the communities in which we work and live even as we transformed Best Buy. Last year, we met our two main sustainability goals – we collected one billion pounds of electronics and appliances for recycling and reduced our carbon emissions by more than 20 percent. In addition, we launched an additional four Teen Tech Centers, serving underprivileged teens who might not otherwise view technology as a viable career. You will read in this report details about these achievements and other ways that Best Buy has remained a leader in corporate responsibility and sustainability. These successes are, of course, the fruit of the hard work and talent of the more than 125,000 men and women who work at Best Buy. It is an honor to lead this group of amazing individuals and a privilege to work with each and every one of them.

Altogether, we feel that we are at an exciting turning point in our journey. We are moving from a business in turnaround to one in a transformation. As we look ahead, we aspire to build on our position as the leading provider of technology products, services and solutions, as measured by our customers, our employees, our investors and the communities in which we operate. We are excited by our mission to "Ignite Human Potential" as we strive to attract and develop great talent and unleash their potential. In addition, we strive to do more than sell products. Instead, we aim to help our customers achieve new possibilities with the help of technology. In summary, our goal is to build an exciting, successful Best Buy focused on delivering growth for all our stakeholders.

We are determined to win – the right way.

Hubert Joly
Chairman and Chief Executive Officer
Best Buy Co., Inc.

About Best Buy
G4-2-9, 20, 21

Best Buy is a leading provider of technology products, services and solutions. We offer expert service at an unbeatable price more than 1.5 billion times a year to the consumers who visit our stores, engage with Geek Squad agents or use BestBuy.com or the Best Buy app. The company has operations in the U.S., where more than 70 percent of the population lives within 15 minutes of a Best Buy store, as well as in Canada and Mexico where Best Buy has a physical and online presence.

Headquartered in Richfield, Minnesota, the company was founded by Richard Schulze in 1966 and called Sound of Music (incorporated in Minnesota as Sound of Music, Inc.) before the name changed to Best Buy in 1983.

Best Buy generates more than $40 billion annually.

In North America, Best Buy has more than 1,600 stores and locations, including large-format and Best Buy Mobile stores. During fiscal year 2015, the company employed approximately 125,000 people.

In the U.S., our operations consist of Best Buy (BestBuy.com), Best Buy Mobile, Geek Squad, Magnolia Audio Video and Pacific Sales Kitchen and Home. We also operate Best Buy Mobile stores-within-a-store and offer Geek Squad services in all of our U.S. Best Buy stores. In addition, we operate Magnolia Home Theater, Magnolia Design Center and Pacific Kitchen and Home store-within-a-store experiences in select U.S. Best Buy stores, which we believe further enhances the range of product offerings and the quality of expert customer service.

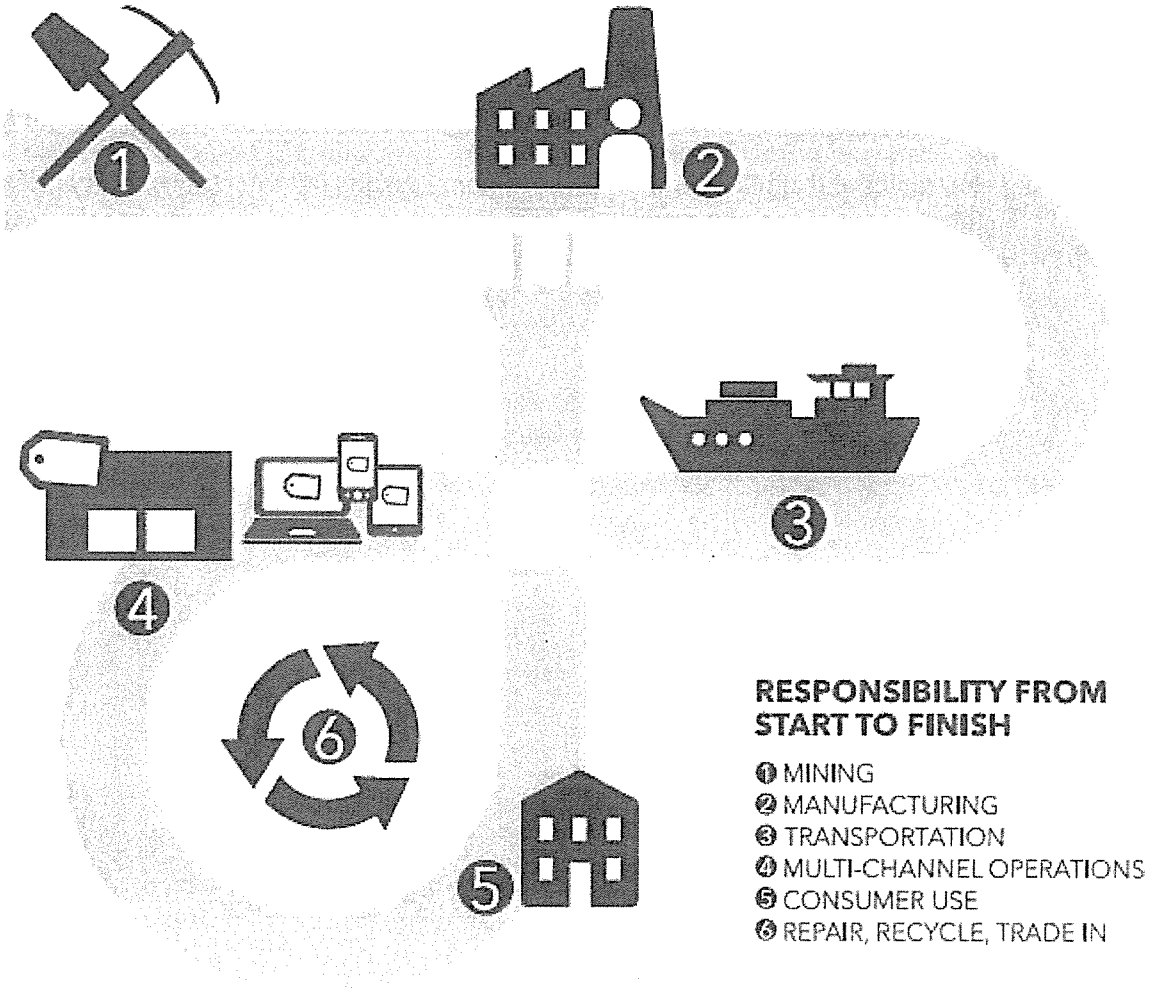
The International segment comprises: all Canada operations, operating e-commerce and retail store operations under the brand names Best Buy (BestBuy.ca), Best Buy Mobile, Cell Shop and Geek Squad; and all Mexico operations, operating under the brand names Best Buy (BestBuy.com.mx), Best Buy Express and Geek Squad. We operate Best Buy Mobile store-within-a-store concepts in all Best Buy stores in Canada. In March 2015, we made a decision to consolidate Future Shop and Best Buy stores and websites in Canada under the Best Buy brand. This resulted in permanently closing 66 Future Shop stores and converting 65 Future Shop stores to the Best Buy brand.

Awards and Recognition

FTSE4Good	Listed on the FTSE4Good Global Index
Dow Jones Sustainability Indexes	Listed on the Dow Jones Sustainability Index since 2011
CDP DRIVING SUSTAINABLE ECONOMIES	Scored 98 A- by the Carbon Disclosure Project (CDP) Listed on CDP's Climate Disclosure Leadership Index for the third consecutive year
BEST PLACES TO WORK 2015 for LGBT Equality 100% CORPORATE EQUALITY INDEX	Achieved a perfect score of 100 in the Human Rights Campaign Foundation's Corporate Equality Index for the tenth year Named one of the Best Places to Work for LGBT Equality
Newsweek GREEN RANKINGS	Named to the Newsweek Green Rankings list - fourth among U.S. retailers
ENERGY STAR AWARD 2015 PARTNER OF THE YEAR	Awarded an ENERGY STAR® Partner of the Year - Retailer Award for the second consecutive year

Best Buy Value Chain
G4-12

Best Buy is committed to being a responsible corporation. As a retailer and a contract manufacturer of private label products (which we call Exclusive Brands), we recognize that social, environmental and economic impacts occur throughout our product value chain. As such, our responsibility extends from the mining of raw materials to the reuse and proper recycling of materials after the product life has ended.



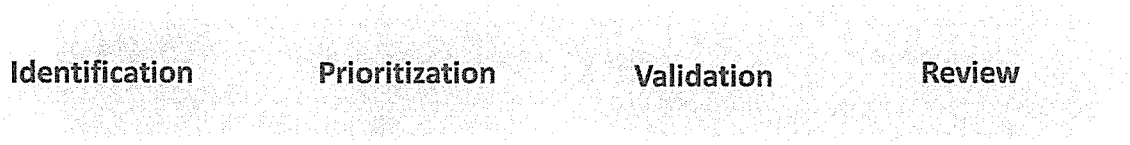
Impacts, Risks and Opportunities
G4-2

Best Buy manages social, environmental and economic impacts throughout the value chain. We believe the largest impact we make as an employer is providing jobs in local communities in the U.S., Canada and Mexico.

The most relevant sustainability risk, as stated in our fiscal year 2015 Annual Report on form 10-K, relates to natural disasters and changes in climate. The threat or occurrence of one or more natural disasters or other extreme weather events, as a result of climate change or otherwise, could materially and adversely affect our financial performance. These events may result in damage to or destruction or closure of our stores, distribution centers and other properties. Such events can also negatively impact our workforce and prevent employees and customers from reaching our stores and other properties, can modify consumer purchasing patterns and decrease disposable income, and can disrupt or disable portions of our supply chain and distribution network.

Our consumer-facing electronics and appliances recycling program remains our top sustainability priority and opportunity. All U.S. stores accept old or unwanted consumer electronics for recycling for free, no matter where they were purchased. Providing this convenient option to customers creates a competitive opportunity for Best Buy.

Utilizing internal and external points of view, in fiscal year 2014 and 2015 we conducted a rigorous materiality assessment. By following the steps outlined below, we set out to find the intersection of the areas in which stakeholders presented opportunities where Best Buy could lead, and significantly affect our business.



Identification
The first step in our materiality process is identifying potential issues. Utilizing the Global Reporting Initiative (GRI) G4 framework, we begin with the issues listed as G4 Aspects and related Standard Disclosures. Then we add to the list of issues from our past materiality assessments and inputs such as customer surveys, social media and call center activity, media reports, laws and regulations, activist communication and shareholder proposals. Finally, we research industry trends and benchmark industry peers.

Prioritization
The second step is prioritizing issues based on significant economic, environmental and social impacts as shared by our stakeholders.

We elicit feedback by surveying sustainability practitioners and partners within the organization. In addition, we conducted interviews with executives from across the enterprise including Exclusive Brands, Legal, Marketing, Human Resources, Real Estate, Supply Chain, Services, Public Affairs, Sourcing, Consumer Insights, Compliance and Merchandising.

External stakeholders were also surveyed to gain an understanding of how our sustainability efforts are perceived and on which issues they believe Best Buy should focus. In addition to a survey, we partnered with Ceres, a nonprofit advocating for sustainability leadership, to conduct interviews with key stakeholders.

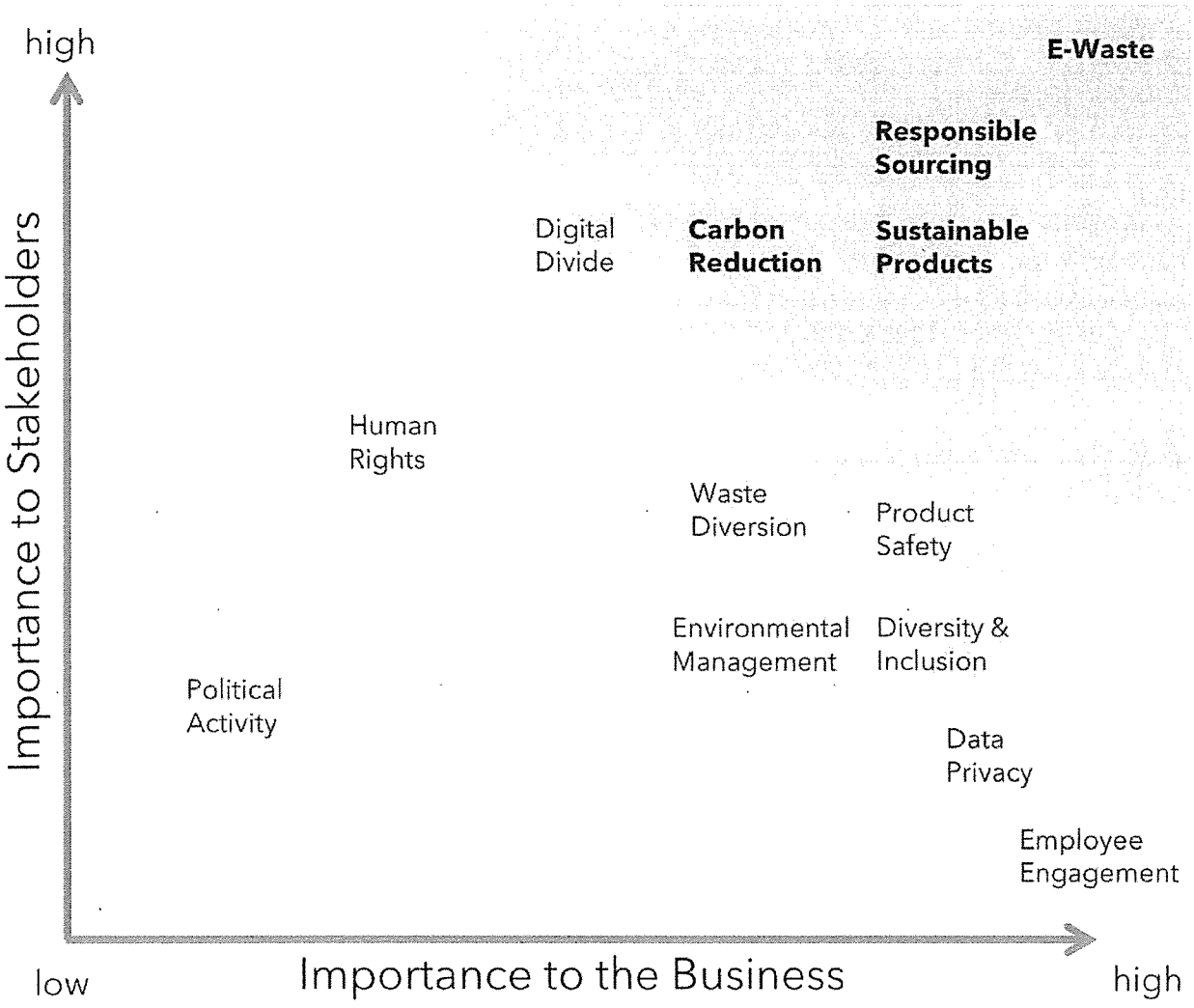
Through this process, we determined our four focus areas are Responsible Sourcing, Carbon Reduction, Sustainable Products and E-Waste. Later in this report, you will find details on the Company's successes, challenges and strategies to address these issues.

Validation
Once we identified our four focus areas, we presented the findings to several levels of our governance structure, including our executive leaders and the Best Buy Sustainability Advisory Committee, gaining their approval. We then translated the focus areas and secondary issues into GRI G4 standard disclosures. In addition, we presented the focus areas to our Compliance and Risk Council and the Nominating and Public Policy Committee of the Best Buy Board of Directors.

Review
The final step in our materiality cycle is reviewing the Corporate Responsibility Report with leaders and asking for feedback from internal and external stakeholders. The fiscal year 2014 report was presented to the Board of Directors once published. We look forward to experiencing continuous improvement of our report through the review process.

Issues Matrix*
G4-19

The following graphical representation reflects survey results and interview feedback from more than 75 internal and external stakeholders.



*Materiality assessment complete and issue plotted as of February 2014

Stakeholder Engagement
G4-24 – 27

At Best Buy, we form relationships with the many people and organizations that have a stake in what we do. We interact daily with our employees, our customers and our communities in a variety of ways. We also actively engage in dialogue with external organizations that provide valuable insights and challenge us to grow.

Our sustainability stakeholder engagement strategy continues to evolve as we concentrate on building relationships within our four priority areas.

- Best Buy **employees** participate in a formal engagement survey twice a year, supplemented by regular performance reviews and an interactive internal communication site called The Employee Hub.
- In addition to our direct **customer** conversations, we regularly survey our customers to elicit feedback relating to their overall satisfaction with Best Buy.
- We have regular interaction with **elected officials** and staff, government agencies and associations on issues that affect our business.
- We have regular contact with our **investors** through calls and meetings, stakeholder councils brought together by Ceres, and analyst surveys where we are able to disclose specific sustainability information.
- We maintain relationships with non-governmental organizations (**NGOs**), such as industry organizations, activists and community nonprofits, in order to advance the progress in our focus areas.
- We partner with our product **vendors** and manufacturing suppliers to innovate and bring further business value.

Business for Social Responsibility (BSR)
Carbon Disclosure Project (CDP) Reporter Services
Ceres
Consumer Electronics Association (CEA)

- Board of Industry Leaders
- Energy Efficiency Working Group
- Environmental Policy Committee
- Government Affairs Council
- Green Standards and Disclosure Working Group
- Product Safety Working Group

Council of Institutional Investors (CII)
Council of State Retail Organizations
Electronic Industry Citizenship Coalition (EICC) – Board of Directors
Environmental Initiative
Green Chemistry and Commerce Council (GC3) – Retail Leadership Council
International Consumer Product Health and Safety Organization
International Council of Shopping Centers (ICSC)
National Association of Environmental Managers (NAEM)
National Center for Electronics Recycling
Public Affairs Council – Board of Directors
Retail Industry Leaders Association (RILA)

- Board of Directors
- Conflict Minerals Work Group
- Energy Management Committee
- Environmental Compliance Committee
- Government Affairs Committee
- Healthcare Committee
- International Trade Committee
- Privacy Leaders Council
- Product Safety Committee
- Retail Sustainability Conference Co-Chair
- Tax Committee
- Transportation and Infrastructure Committee

World Resources Institute's Customer Consultative Group

Support for United Nations Guiding Principles on Human Rights
G4-15

At Best Buy, we recognize and embrace our responsibility to respect human rights in our own operations, as well as through our business relationships. The Best Buy Code of Business Ethics, Supplier Code of Conduct and the Valuable Information Protection program are some of the ways human rights are embedded in our operations. We also know that being a responsible and sustainable company is a journey of continuous improvement that includes the management of human rights. To that end, Best Buy is working to develop an even more robust and rigorous approach to human rights.

Our approach to human rights seeks to adhere to the United Nations' Guiding Principles on Business and Human Rights, an internationally embraced framework for embedding human rights into business operations that are focused on continuous improvement.

Key steps we have taken include:

- Lead the Electronic Citizenship Coalition's (EICC) task force that seeks to better align with EICC's code, policies and protocols with the United Nations' Guiding Principles
- Conduct an impact assessment to identify and prioritize the most relevant human rights for our business
- Develop an internal governance structure to support our human rights program

The maturation of our human rights program is guided through stakeholder and peer company engagement. That input helps drive continuous improvement of human rights practices and performance.

Store Development

We had more than 1,600 large and small-format stores at the end of fiscal 2015 throughout our Domestic and International segments. In the U.S., we have the ability to ship from all of our Best Buy stores, and we have opened a number of vendor store-within-a-store concepts to better leverage our square footage. In fiscal 2016 and beyond, we will continue to look for opportunities to optimize our store space, renegotiating leases and selectively opening or closing locations to support our ongoing transformation.

In March 2015, we made a decision to consolidate Future Shop and Best Buy stores and websites in Canada under the Best Buy brand. This resulted in permanently closing 66 Future Shop stores and converting 65 Future Shop stores to the Best Buy brand.

Report Timing

Best Buy publishes a yearly Corporate Responsibility & Sustainability Report. This report covers our fiscal year 2015 (2/2/2014 - 1/31/15). Our previous report covering fiscal year 2014 was released in June 2014.

Verification

100 percent of our scope 1, 2, and 3 carbon emissions are verified by a third party (POINT380) using the ISO14064-3 standard.

Boundaries

This report includes 99% of our operations in the U.S., Canada and Mexico. In fiscal 2007, we acquired a 75% interest in Jiangsu Five Star Appliance Co., Ltd. ("Five Star"), one of China's largest appliance and consumer electronics retailers. In fiscal 2009, we acquired the remaining 25% interest in Five Star. On Dec. 3, 2014, we entered into an agreement to sell Five Star, and we completed the sale on Feb. 13, 2015. As such, this report does not include Five Star.

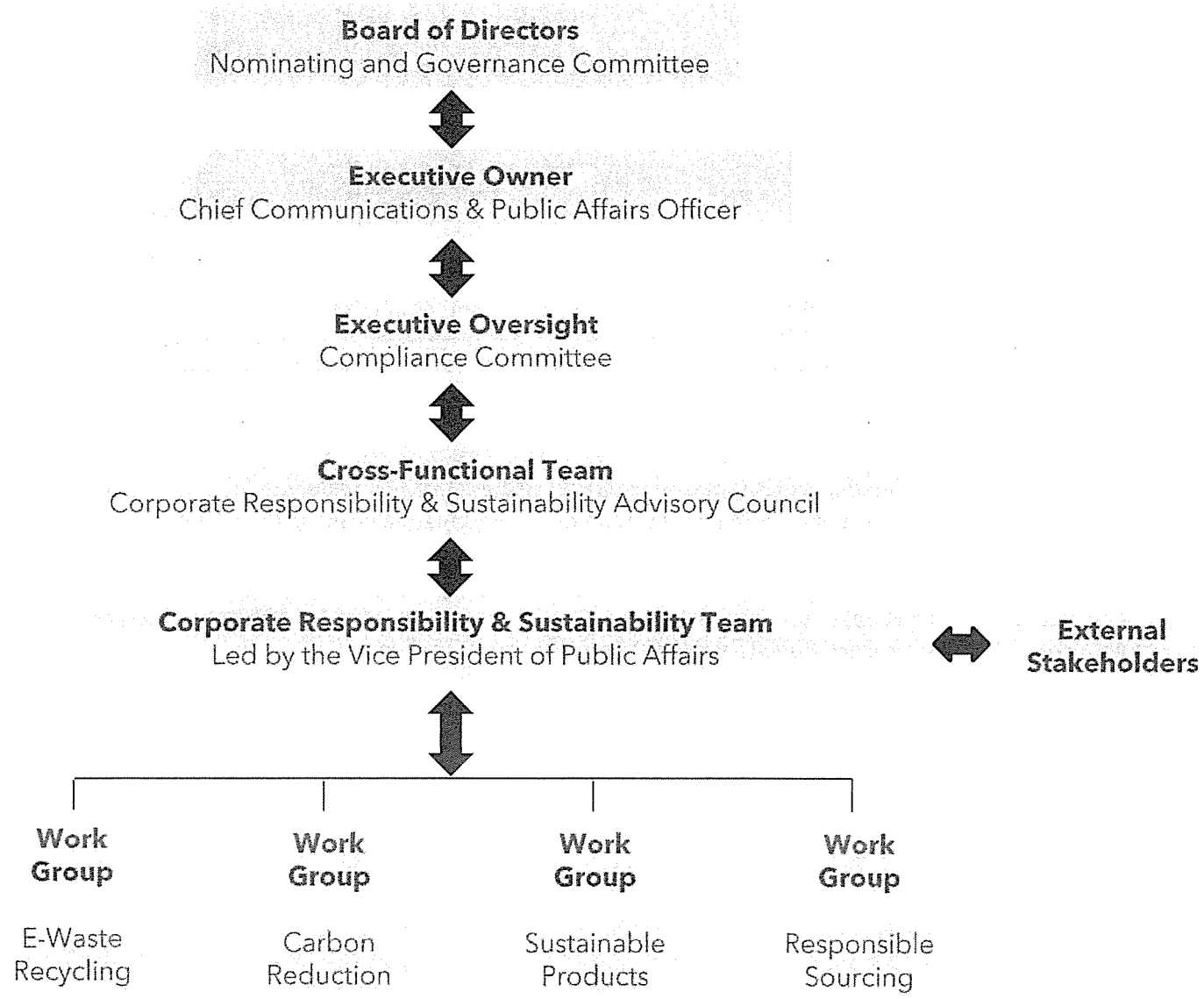
The Responsible Supply Chain section of this report includes our Exclusive Brands contracted suppliers.

For more information and full financial disclosures, please see the Best Buy Fiscal 2015 Annual Report on Form 10-K at **Investors.BestBuy.com**.

Feedback about this report is welcomed at CorporateResponsibility@bestbuy.com.

Governance
G4-34

Our corporate responsibility governance structure starts at the highest levels of our company. The fully independent Nominating, Corporate Governance and Public Policy Committee of our Board of Directors oversees Corporate Responsibility & Sustainability (CR&S). The Committee annually reviews our CR&S program and discusses with management relevant strategies and risks. In addition, we have leaders from across the company who advise our CR&S programs and initiatives, support integration, assist in setting goals and measuring results. Each of our four focus areas have a cross-functional working group that meets to discuss programs and progress toward goals.



Everything that Best Buy is now – and strives to become – ultimately ties back to our core values as a company. At Best Buy, we demonstrate our ethics by living our values:

UNLEASH THE POWER OF OUR PEOPLE

LEARN FROM CHALLENGE AND CHANGE

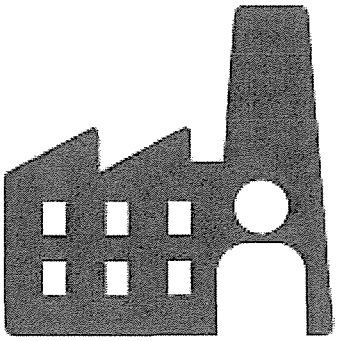
SHOW RESPECT, HUMILITY AND INTEGRITY

HAVE FUN WHILE BEING THE BEST

This means that we live our values every day in our interactions with each other as well as with our customers, vendors, business partners and the communities in which we work and live. It also means our business decisions are not only about financial risk or reward. We train our employees to consider the impact of their decisions on people, communities and the environment. Our yearly training on the Best Buy Code of Business Ethics is required for new employees and includes real examples of ethical dilemmas. Our Code of Business Ethics is available to employees, customers and other stakeholders at **BestBuyEthicsCode.com**.

Best Buy employees have several avenues to resolve work-related complaints, including:

- Speaking directly to their manager, employee relations representative or the Ethics Office.
- Contacting the Ethics Office via mail, phone, email, web or in person.
- Visiting Best Buy's dedicated ethics website (**BestBuyEthics.com**), which is available 24/7 and is operated by an independent third-party company. Once a report is created (with the option of remaining anonymous), it is forwarded directly to the Ethics Office for investigation.



Responsible Sourcing

At Best Buy, we partner with more than 140 factories, mainly in China, to produce our private label products. We work with these suppliers on the design, production and testing of these products – and partner with them to ensure they meet our expectations for safe workplaces where workers are treated fairly.

Supply Chain Sustainability Program
EN32, HR4-6, HR9-10

Through our Supply Chain Sustainability (SCS) program, we seek to control risk, enhance the partnership with our suppliers by building their capacity for responsible business practices, and create value for all stakeholders. Through our leadership in the Electronic Industry Citizenship Coalition (EICC), including participating on their Board of Directors, we partner with many of the national brands we sell, including Apple, Intel, Microsoft and Samsung. Collectively, we embrace a common supplier code of conduct and audit methodology that creates business value by improving working and environmental conditions in the supply chain.



Part 1 – Code Introduction and Adoption

Before working with new suppliers, we provide an in-depth training on our code and program and conduct a third-party audit of their facilities, which includes environmental and human rights screening criteria. In fiscal 2015, we screened 100 percent of our new suppliers utilizing environmental and human rights criteria and provided these suppliers with an on-site training focused on the EICC code. When conducting pre-contract screenings, we identify nonconformance and require the supplier to take corrective action. If there is a critical non-conformance, it must be addressed immediately and suppliers that are unwilling or unable to address critical violations are rejected. In the past fiscal year, we rejected 15 potential new suppliers based on our initial screening.

Part 2 – Self-Reporting

Existing suppliers assess their performance against the code by completing an annual self-assessment questionnaire (SAQ) and by submitting quarterly key performance indicator (KPI) reports. The SAQ help us better understand our suppliers' policies and management systems, while KPI reports provide insight into their sustainability practices and performance. In fiscal 2015, we achieved a 100 percent completion rate for SAQs and a 99 percent completion rate for KPIs. Any supplier that does not provide either an SAQ or a KPI report is automatically considered a high-risk supplier and will be audited.

Part 3 – Risk Assessment

We evaluate our suppliers' ability to meet our code, which guides how we monitor their performance and build their capacity. Our evaluation takes into consideration several dimensions of business and social risk. Based on the results of our assessment, suppliers are classified by risk level. We focus our audits and capacity-building on those suppliers identified as medium or high risk. By focusing our efforts, we believe we can more effectively improve environmental practices, better protect worker rights and build a more reliable supply chain.

Part 4 – Monitoring

For suppliers identified as high-risk, Best Buy conducts an audit and for medium-risk suppliers a third party conducts an audit, in order to identify any gaps between suppliers' performance and the code. We not only assess their social and environmental performance, referred to as "**practices compliance**," we also review the management system they have in place to drive code compliance, which is known as "**management compliance**."

Fiscal Year 2015 Audits	Amount
Factory Count	147
Number of Third Party-led Audits	92
Number of Best Buy-led Audits	33
Total Number of Audits	125

When non-conformance is discovered, we classify them by level of severity.

- Minor violations: isolated incidents with little to no impact on worker rights or the environment
- Major violations: incidents with a short-term impact on worker rights or the environment for which the factories are given 90-180 days to implement a corrective action plan
- Critical violations: those that directly infringe on the rights of workers or have an immediate, detrimental impact on the environment; the critical non-compliance must be addressed immediately and a corrective action plan must be closed within 30 days or we stop placing orders with the factory

For all types of non-conformance, we conduct follow-up audits to ensure all violations – whether minor, major or critical – are resolved.

Part 5 – Capacity-Building

We build our suppliers' capacity so they can close any gap between their performance and the code. We periodically conduct trainings on the EICC code to ensure our suppliers have the tools to meet the code and fully understand our expectations.

In addition to code training, we collaborated with the EICC to address a common high-risk issue – employment of student workers. Due to a labor shortage in China, some factories partner with vocational schools to fill their labor needs while at the same time providing students with employment opportunities. While these students are of legal age, there are restrictions from the Chinese government on their employment, including the type and hours of work. We also set additional requirements regarding such topics as entering direct contracts with the students and ensuring direct payment is made to the students. Recognizing the potential risks, we take the following steps to improve management of student workers:

- Provide suppliers with specialized training focused on student worker management
- Send a letter prior to peak season for student workers to remind factories of our requirements
- Provide a toolkit developed in partnership with a Hong Kong-based NGO and other EICC member companies to help factories properly manage student workers
- Send the factories self-assessment questionnaire so they can identify gaps in their management practices
- Conduct unannounced audits of high-risk factories

Part 6 – Reporting

Each year we publicly disclose our suppliers' rates of compliance against the code. We refer to suppliers' social and environmental performance as "practices compliance," and we refer to the management system they have in place to drive code compliance as "management compliance."

Fiscal Year 2015 Audit Category	Practices Compliance	Management System Compliance
Labor	93%	94%
Health and Safety	84%	94%
Environment	82%	89%
Ethics	100%	67%
Management System	100%	57%

In fiscal year 2015, we did not find child labor, forced labor or freedom of association violations in the factories we audited. If such a violation was to be found, it would be considered a critical violation – the highest severity audit finding – and would require escalation by the auditor and immediate attention by the vendor/factory. Best Buy suppliers are given remediation guidelines to ensure immediate corrective actions are taken, and sustained, to ensure the protection of workers and a continued business relationship with Best Buy.

Customs-Trade Partnership Against Terrorism

Our supply chain program also includes the Customs-Trade Partnership Against Terrorism (C-TPAT), a safety and security protocol intended to protect ports and secure borders by eliminating tampering, the unlawful use of containers and unauthorized entrance into shipping facilities. This includes extensive audits of the methods used to store containers securely and conduct background checks on employees and the process of earning certification for the supply chain security program.

In fiscal year 2015, we participated in a joint China and U.S. Customs and Border Protection (CBP) C-TPAT validation. Through the validation, we demonstrated that our security profile is reliable, accurate and effective. In addition, we had the opportunity to share best practices and build our partnership with CBP. As a result of the validation process, we retained our C-TPAT Tier 3 status, which means Best Buy has been granted the highest benefits by CBP, including expedited importing.

Conflict Minerals

The Democratic Republic of the Congo (DRC) and its adjoining countries have reserves of tin, tantalum, tungsten and gold (known as 3TG), all of which are commonly used in the manufacturing of many consumer products. Occasionally, these minerals are illegally sourced and traded in the eastern DRC and surrounding areas by armed groups who are responsible for human rights violations. As such, these minerals are known as "conflict minerals."

In 2012, the United States passed into law Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which requires companies to disclose whether the 3TG used in their products originated from the DRC or covered countries, as defined by the law.

Historically, we have had very limited engagement with parties beyond the direct suppliers (those suppliers which we have a contractual agreement) in our private label supply chain. Consequently, identifying, with certainty, the smelters, refiners and recyclers and the source of the materials they process is a significant challenge. One way we address this challenge is by participating in and, in some cases, leading collaborative industry efforts that seek to gather accurate data about the sources of 3TG, encouraging smelters to be certified as conflict-free and ensure a supply chain in which human rights abuses do not exist.

Due Diligence

To determine the source and chain of custody of 3TG used in our private label products, we conducted due diligence on our supply chain. Our due diligence process is based on the five-step Organization for Economic Cooperation and Development (OECD) Guidance, an internationally recognized due diligence framework.

Establish Mangement System	Identify and Assess Risks	Respond to Risks	Audit Supply Chain	Report

Performance of our Due Diligence Measures

We are working with consumer electronics and retail industry peers to maximize the efficiency and effectiveness of our efforts to identify relevant smelters and refiners, and encourage their participation in the Conflict Free Sourcing Initiative's (CFSI) Conflict-Free Smelter Program (CFSP).

We have a Conflict Minerals Policy that established Exclusive Brands commitments regarding the sourcing of 3TG. Such commitments include aligning with the OECD Guidance, supporting industry efforts, and seeking to avoid sourcing 3TG that directly or indirectly benefit non-state armed groups. The policy also establishes expectations for our private label suppliers, including their application of relevant aspects of the OECD Guidance, supporting our efforts to identify smelters and refiners by completing an annual CMRT, and, when available, sourcing 3TG from smelters and refiners validated as conflict free. Our policy can be found at **Corporate.BestBuy.com/Sustainability**.

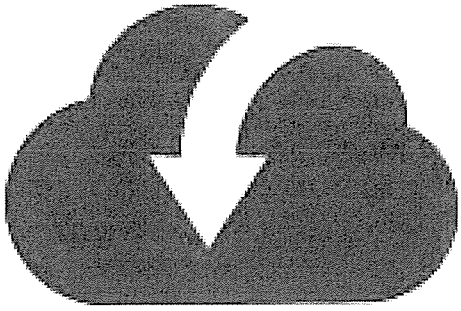
Fiscal Year 2015 Conflict Mineral Program Key Performance Indicator	Percentage
First-tier Exclusive Brands suppliers who attended face-to-face training	68%
Relevant first-tier Exclusive Brands suppliers who received training material	100%
3TG products that have had their supply chains surveyed	100%
Relevant first-tier ExB suppliers who returned a CMRT	100%

Given our position in the supply chain, we relied heavily on our direct suppliers to provide information about the smelters that provided the 3TG used in our products.

Since we do not have a direct relationship with any smelters in our supply chain, we do not conduct audits. Instead, we support the development and implementation of an effective smelter audit program through our membership in the CFSI, which administers smelter audits. Further, we support the CFSI through a monetary donation to their Initial Audit fund, which covers the audit costs for smelters and refiners who successfully complete their first audit.

The CFSI conducts independent, third-party audits to validate that smelters source conflict-free materials. We support many CFSI activities through our participation on work groups and task forces. In particular, we served as the Chair of the Smelter Engagement Team, which researches and validates alleged smelters and conducts coordinated outreach to known smelters to encourage them to be audited. We also conducted in-person visits at a total of 11 smelter facilities in 2014 and 2015 in order to provide an overview of CFSI, assess their sourcing practices and encourage their participation in the CFSI audit program.

Based on our due diligence process and the subsequent information we gathered, we are unable to determine the origin of the 3TG used in our products and whether non-state armed groups directly or indirectly benefitted. These results are not unexpected given the limited systems of transparency and control that have been developed thus far. As those systems mature and become more sophisticated, we anticipate increased clarity as to the source and chain of custody of the 3TG used in our private label supply chain.



Carbon Reduction

Increased levels of greenhouse gas in the Earth's atmosphere lead to climate change risks such as climbing temperatures, rising sea levels, shifting seasons and changes to the intensity, frequency and duration of weather extremes. Recognizing that many of the products we sell consume energy, we have an interest in helping transition to a low-carbon economy. We are committed to finding cost-effective solutions to save energy and directly reduce emissions of carbon into our atmosphere.

20 by 20 Goal Achieved

In 2010, we set a goal of reducing absolute carbon emissions in North America by 20 percent by the year 2020 (over our 2009 baseline). As of the end of calendar year 2014, we are proud to announce that we exceeded this goal. We reduced our annual emissions by 26% over the 2009 baseline – which is an annual reduction of 250,000 metric tons of CO_2 and equivalent to taking 52,000 cars off of the road for one year. The bulk of our energy savings came from our Energy Management System, lighting retrofits in our stores and transportation efficiencies. By exceeding our carbon reduction goal ahead of schedule, everyone wins – the environment, the communities we serve and our business.

Energy Management System

In 2012, we installed a state-of-the-art system across all stores to automate the lighting, heating and air conditioning. This enabled store energy usage to be optimized.

In addition to automated controls, our stores proactively reduce energy consumption by the taking following conservation measures:

- Stores can use a "Demand Response" switch to reduce energy use by making minor adjustments to store temperatures during hours of lower traffic volumes.
- We cool our stores with outside air, generally in early morning hours, called economizer optimization.

Lighting Retrofit

As part of our commitment to reduce our carbon footprint, Best Buy installed new lighting in 840 of our stores. We transitioned the stores from high-wattage, high-bay metal halide fixtures to more efficient, lower-wattage fluorescent fixtures. It reduced our lighting energy usage by nearly half – the equivalent of removing more than 12,000 households from the grid. And it's saving the company money on our monthly utility bills, plus we were able to take advantage of one-time rebates from our utility partners.

The lighting retrofit was a simple change that could be scaled across the chain, and which created significant results. Not only did the project have a substantial impact on meeting our 20 by 20 goal, but the new lights created a brighter store environment that's better for our employees and customers. Watch a time-lapse video of our Hattiesburg, Mississippi store transition to the new lighting.

Geek Squad Vehicles

At Best Buy, we closely manage our fleet of more than 3,000 vehicles. By using smaller vehicles as often as possible, and mapping out the most efficient routes to our destinations, we have reduced fleet carbon emissions by 10 percent in calendar year 2014 over calendar year 2013. In addition to our Geek Squad fleet, we have right-sized our self-delivery and Magnolia vehicles as well. In many cases, we were able to downsize from a 24-foot truck to a 12-foot truck.

In fiscal year 2015, we deployed a telematics technology to both ensure the safety of our employees and fleet, and enhance the efficiency. Telematics technology allows the tracking of key vehicle performance metrics, which can be used to potentially route, monitor, locate and service vehicles within our fleet.

Telematics helps increase our Geek Squad fleet efficiency by:

- Ensuring unused vehicles are repurposed or retired
- Reducing fuel expense through efficient routing and reduced speeding and engine idle time
- Reducing maintenance expenses through real-time vehicle diagnostics and maintenance records

We are also part of the Department of Energy's National Clean Fleets Partnership. This public/private partnership provides fleets with resources, expertise and support to incorporate fuel-saving measures into operations.

Looking ahead to fiscal year 2016, we will replace about 850 Ford E150 vehicles with Ford Transit vans. The Ford Transit brings the ability to deliver and haul away appliances and large TVs from customers' homes, instead of using a box truck. Not only do these vans provide extra storage for tools and products, but they were customized based on feedback from our agents in the field, and have better fuel economy.

Dedicated Fleet

In addition to our customer-facing vehicles, we closely manage our fleet of inventory distribution trucks. We are reducing "empty miles," (miles driven with no products in the truck), by backhauling e-waste to the distribution centers, where it is collected by our recycling partners, or we bring e-waste directly to the recycler.

In addition, we require our dedicated fleet transportation partners to follow these policies and requirements:

- Be certified through the EPA's SmartWay program
- Follow the Coalition for Responsible Transportation's standards for using certain trucks and engines
- Adhere to our "No idling" policy

Renewable Energy

As the majority of our large format stores are leased, owning and operating on-site solar systems are not a viable option. The purchase of Renewable Energy Credits (RECs) helps us offset the impact of our emissions. In calendar year 2014, we offset approximately nine percent of our U.S. electricity through RECs. In January 2015, through the EPA's Green Power Partnership, we ranked No. 39 overall and No. 6 among retailers. Our REC program is an independent emission reduction effort, which was not counted toward our 20 by 20 reduction goal.

Reporting

At Best Buy, we are actively engaged in carbon emission reporting, disclosing carbon emissions to the Carbon Disclosure Project, now CDP, annually since 2008. Each year, we have increased the boundaries of our reporting and/or become more refined in our reporting methodology. In 2010 we adjusted our repopointrting boundaries to include all locations in Canada and Mexico, a square footage increase of 12.6 percent. In 2011, we included some scope 3 (indirect emissions) activities. In 2012, we added two additional scope 3 categories (Use of Sold Product and Employee Commute). In 2013, we developed an industry-leading waste emissions calculator to measure the carbon impacts of our waste, recycling and compost programs. And in 2014, we continually improved upon our reporting methodologies, increasing the accuracy of our inventory as well as our reporting frequency.

The methodologies used to report our energy consumption include:

- The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard (Revised Edition)
- U.S. EPA Climate Leaders: Direct Emissions from Stationary Combustion
- U.S. EPA Climate Leaders: Direct HFC and PFC Emissions from Use of Refrigeration and Air Conditioning Equipment
- The Climate Registry: General Reporting Protocol

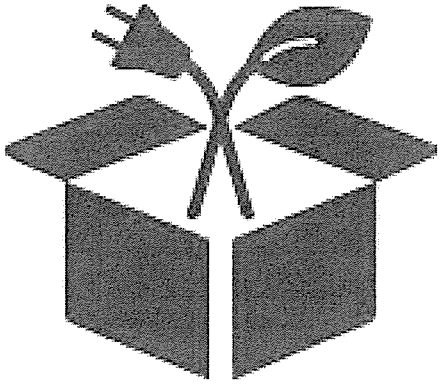
Energy and GHG Data EN 3-7, 15-19

Key Performance Indicator	DATA
Energy consumption within the organization	Fuel consumption: 1,834,261,200,000,000 joules Electricity consumption: 1,101,318 MWh Total scope 1 & 2: 1,610,840 MWh
Energy intensity	0.02556 MWh/Sq Ft
Reduction of energy consumption	300,735 MWh or 15.7% reduction year-over-year
Direct GHG emissions (Scope 1)	218,436 MT CO_2e
Energy Indirect GHG emissions (Scope 2)	*475,329 MT CO_2e
Other indirect GHG emissions (Scope 3)	718,559 MT CO_2e
GHG emissions intensity	0.0110066 MT CO_2e/Sq Ft
Reduction of GHG emissions	*79,048 MT CO_2e, or -9.4%

*not including RECs

Recognition

We achieved a score of 98 A- from the Carbon Disclosure Project (CDP). We were recognized in the Carbon Disclosure Leadership Index (CDLI) for the third consecutive year.



Sustainable Products

Best Buy aims to help our customers live more sustainable lives and remains committed to providing a wide assortment of sustainable products for our customers. This includes offering a large selection of energy-efficient products, and featuring "connected" home products such as smart thermostats, water-saving devices, residential solar and LED lighting.

ENERGY STAR G4-EN7, EN27

At Best Buy, we offer a large selection of energy-efficient products to help our customers around the world save money by using less energy. In the U.S. and Canada, we partner with the EPA's ENERGY STAR® program. Our U.S. customers purchased more than 25 million ENERGY STAR certified products in fiscal year 2015 and realized utility bill savings of more than $70 million[1]. This energy savings equates to more than 900 million pounds of CO_2 emissions avoidance[2], or the equivalent of removing more than 86,000 cars from the road[3]. Learn more about U.S. ENERGY STAR certified products at **BestBuy.com/ENERGYSTAR**.

The U.S. Environmental Protection Agency (EPA) has named Best Buy a Retail Partner of the Year for the second consecutive year. This award is based on our outstanding marketing and customer education of the benefits of ENERGY STAR certified products.

EPEAT

In addition to ENERGY STAR, which focuses on the customer-use phase, we identify, mark and promote EPEAT® products. These products are rated on more than 50 environmental-performance criteria regarding design, production, energy use, product longevity and recyclability – with ongoing, independent verification of manufacturer claims. Materials used in TVs, computers and printers contain reduced amounts of hazardous materials, such as mercury and lead. Best Buy customers purchased nearly 7 million EPEAT-registered products, which collectively helped prevent the generation of hazardous materials equivalent to the weight of 36,000 refridgerators[4].

Solar Panels

Another way we help customers live more sustainable lives is by helping them utilize renewable energy, in the form of solar panels. More than 280 of our stores in 14 states have representatives from solar panel vendors SolarCity and Sunrun who are available to educate customers on the benefits of using solar panels and help facilitate installation. Through this relationship that began in 2014, Solar City has installed systems on more than 2,500 Best Buy customers' homes. The in-store solar experts can quickly use satellite imagery to assess the solar power potential in a customer's home, making the switch easy. Solar panels can be leased, installed and in-use within weeks.

1. Savings based on Best Buy's fiscal year 2015 sales and the difference in U.S. Environmental Protection Agency's ENERGY STAR Program data regarding annual unit energy consumption between non-ENERGY STAR certified products and ENERGY STAR certified products. Electricity rate is $0.121/kWh.

2. Savings based on Best Buy's fiscal year 2015 sales and the difference in U.S. Environmental Protection Agency's ENERGY STAR Program data regarding annual unit energy consumption.

3. Savings based on Best Buy's fiscal year 2015 sales and the difference in U.S. Environmental Protection Agency's ENERGY STAR Program data regarding annual unit energy consumption between non-ENERGY STAR certified products and ENERGY STAR certified products. Emissions factors are 1.53 pounds CO2/kWh, 117.29 pounds CO2/MBtu, and 10,472 pounds CO2/car/year.

4. Savings based on Best Buy's fiscal year 2015 sales of EPEAT registered desktop computers, computer displays and notebook computers compared to non-EPEAT registered equipment, calculated using the U.S. EPA Electronics Environmental Benefits Calculator v 3.1 Savings result from avoiding the use of toxic materials such as lead in printed circuit boards and mercury in light sources, which require special handling and treatment at the end of the product life.

Connected Home Products

An exciting new category for Best Buy, called Connected Home, features products that connect to smart devices to automate certain functions in a home. These products not only make our customers' lives easier and provide peace of mind, but many also deliver environmental benefits. Examples include:

Smart Thermostats – They save money and energy while improving the comfort of customers' homes. These new devices are "smart" because they are able to observe patterns and make adjustments such as turning off when the house is empty and dynamically building a profile based on actual household schedule, not pre-programmed inputs. Optimized performance not only reduces utility bills, it extends the lifespan of the home's heating and cooling equipment.

Smart Lighting – LED light bulbs are more energy efficient, contain fewer hazardous chemicals and last longer than a traditional bulb. Smart lighting systems provide even more power reduction options such as remote access and geo-fencing technology.

Smart Irrigation – Select Best Buy stores now carry a Wi-Fi enabled irrigation control that utilizes real-time weather data and analytics to use less water while maintaining a healthy yard. The device adjusts your sprinkler schedule according to weather data, turning it off when rain is forecasted. Further analytics adjust the amount of water for the type of soil in your yard. The system can conserve 15-40% of water – that's thousands of gallons of water per year, per household, which is especially relevant in parts of the U.S. where water scarcity is an issue.

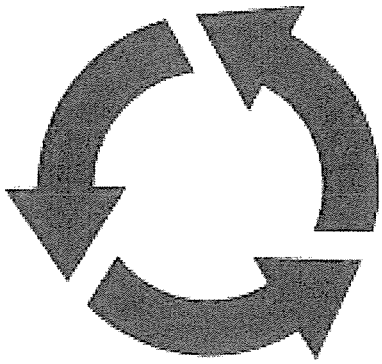
Energy Tracking – Another energy-saving product that can be found at Best Buy stores is a home energy meter, which helps customers monitor electricity consumption real-time from a smartphone. This product can help identify the products in a home that are using an excessive amount of energy.

Chemicals in Products

Over the past several years, there has been heightened awareness about potentially hazardous chemicals in products. Some consumer electronics contain chemicals necessary to protect against immediate safety concerns like fire hazards. At Best Buy, we are actively working to protect our consumers through safer alternatives or by eliminating potentially harmful chemicals.

With that in mind, we are making improvements to our Exclusive Brands products. We piloted a program that aims at reducing flame-retardants in Insignia TVs by removing the power supply from inside the TV. In its place is a new adapter-style external power source (similar to a laptop power cord) with a much smaller surface area, which reduces the amount of flame-resistant plastic in the overall product. This design improvement has eliminated approximately 157 tons of flame-retardants, in fiscal year 2015 alone, without reducing the fire safety for these products.

For our customers, the redesign makes repairs more convenient. Power supply issues, one of the most common issues in TV repairs, can be addressed by simply switching out the power source, as opposed to requiring a technician to take the TV apart.



E-waste Recycling

Electronic waste (e-waste) continues to be one of the fastest growing waste streams on the planet and improper disposal is a worldwide problem. If not managed properly, e-waste that is landfilled or incinerated contributes to the depletion of valuable natural resources, and increases the demand for mining and processing of raw materials, a leading source of environmental pollution.

One Billion Pound Goal Achieved

To address the issue of e-waste, in 2009 we established our recycling program. Consumers can bring most electronics into our stores (with a few restrictions), no matter where it was purchased or who made it, and recycle it for free. In addition, with a qualifying large appliance or TV purchase, Best Buy will haul away old appliances or TVs larger than in-store limitations for free from customers' homes.

Today, consumers in the U.S. recycle more electronics and appliances through Best Buy than any other retailer. In 2009, we set a U.S. goal to collect 1 billion pounds of consumer electronics and appliances for recycling by the end of 2014. In June of 2014, we met this goal. Best Buy renewed our commitment to the challenge of e-waste by setting a new goal to collect an additional 2 billion pounds of consumer electronics and appliances for recycling by the end of 2020. In fiscal 2015 alone, we collected about 125 million pounds of consumer electronics and 109 million pounds of appliances.

Our Recycling Standards

At Best Buy, we provide a responsible way for our customers to recycle their old electronics. We promote environmental stewardship by requiring all of our recycling partners to comply with the highest industry standards regarding the reuse, refurbishment or recycling of products collected through our programs and the disposal of waste generated from the recycling process. In addition to our own standards, we require all electronics recycling partners to maintain an ISO 14001-certified (or equivalent) environmental management system, R2® and eStewards® certifications. These certifications ensure that all materials, including cathode ray tubes, are managed in an environmentally responsible manner.

Customer Data Privacy and Recycling

Another concern when recycling electronics is ensuring that any customer data left stored on such products is handled appropriately. To ensure our customers' data is protected, we have strict data privacy protection requirements for our employees and our partners. We only work with pre-qualified companies in our secondary markets and we regularly audit our recycling partners to ensure compliance with our data privacy standards. Visit BestBuy.com/Recycling for more information about how to recycle electronics at Best Buy stores. See page 35 for further discussion on customer data privacy.

Challenge: Cathode Ray Tube (CRT) TVs

One challenge we face in the electronics recycling space is ensuring the proper handling and disposal of the materials contained in Cathode Ray Tube (CRT) TVs. CRT TVs contain an average of six pounds of lead as well as other hazardous materials. The leaded glass of CRT poses a particular challenge that even the most responsible recyclers struggle with as there is not a sizable market for re-use of the glass now that flat-panel TVs have replaced the CRT technology. According to a study conducted by the Consumer Electronics Association (CEA), an estimated 49 million U.S. households have CRT TVs today.

We are working with the industry to help solve this issue through our participation in the following working groups:

- EPA's Sustainable Material Management Working Group
- R2 Technical Advisory Committee

Battery Recycling

Best Buy stores, service centers and distribution centers collected more than 143,000 pounds of used rechargeable batteries for recycling in 2014. The recycling kiosk located in each store accepts used rechargeable batteries as well as other recyclable items, making it quick and easy for customers to recycle. Best Buy partners with Call2Recycle® - North America's first and largest consumer battery stewardship program. For the past three years, Best Buy has been named a Call2Recycle Leader in Sustainability for our strong commitment to sustainability through our consistent participation in the program.

Recognition

In 2014, Best Buy was awarded the EPA's Sustainable Materials Management (SMM) Electronics Challenge Champion and Gold Level Participant Awards. Award recipients at these levels are regarded as having the highest level of vision, coalition-building, and execution of programs and policies related to responsible used-electronics management. Best Buy received the award because of our convenient and accessible recycling locations, internal and external communication efforts about the value of recycling, comprehensive and successful recycling program and using certified third-party recyclers to handle all of our collected product.

Other Issues

- Digital Divide
- Community Support
- Diversity & Inclusion
- Employee Engagement
- Data Privacy
- Product Safety
- Environmental Management
- Waste Diversion
- Political Activity
- Emerging Issue: Paper Procurement

Digital Divide

According to the Federal Communications Commission (FCC), more than 100 million Americans lack access to broadband service and a home computer. At Best Buy, we believe future generations must have technology and digital literacy skills to compete in the global economy. With technology so ingrained in our society, it is imperative that everyone develops 21st-century skills for their future success. We have a responsibility to share our knowledge and resources to help underserved populations have access to and experience the benefits of technology. We are partnering with the federal government and national and local nonprofit organizations across the country to tackle this issue.

We provide underprivileged teens with access to the opportunities that technology can provide, helping build their technology skills and prepare for future careers. Best Buy Teen Tech Centers provide a safe place where teens can develop technology skills through hands-on activities such as coding, robotics, filmmaking, music production, graphic design, and mobile applications and game development. We partner with the Intel Computer Clubhouse Network to assist with program development, support the centers' staff and monitor results. Our four original centers are located in Chicago, Miami, San Antonio and Minneapolis, and in fiscal year 2015, we opened four more centers, located in Denver, New York, Seattle and Washington, D.C. We plan to open four additional Teen Tech Centers in fiscal year 2016.

Similar to the curriculum taught at Best Buy Teen Tech Centers, Geek Squad Academy is an interactive learning program that helps teens develop technology skills and consider technology-based career paths. We partner with local nonprofit organizations to host academies where Geek Squad Agents lead classes such as computer programming, digital photography, robotics and digital music creation. In fiscal 2015, we held academies in 41 cities across the U.S.

In fiscal year 2015, we launched the first Geek Squad Academy in Canada. The academy took place at Best Buy Canada headquarters in Burnaby, British Columbia. We are looking forward to further expanding Geek Squad Academy in Canada in fiscal year 2016.

Community Support

Giving back to the community is core to how we do business at Best Buy. Every year through the Best Buy Foundation and our corporate giving programs, we help strengthen the communities where our employees and customers live and work. Our philanthropy aligns with our commitment to helping teens build their technology skills and prepare for college and future careers. Since 1999, we have donated more than $300 million.

Our employees generously share their time and expertise volunteering with local organizations, and are essential to how we support our communities. We create opportunities for employees to participate in everything from leading technology workshops at schools to responding in times of disaster. Employees are encouraged to support causes that are personally rewarding and we recognize their involvement through the TagTeam Awards program, which gives monetary donations to nonprofit organizations where groups of employees volunteer their time.

We want to thank our customers who participated in the St. Jude Thanks and Giving Campaign® at Best Buy. The campaign is an annual fundraiser where retailers and corporations, celebrities and the media unite in encouraging people to support the work of St. Jude—the Tennessee-based children's research hospital that serves pediatric patients from all 50 states and around the world. Our customers donated nearly $10 million to St. Jude in fiscal year 2015.

Diversity & Inclusion G4-10, HR3, LA12

In order to lead and innovate in our fast-changing industry, we have a responsibility to encourage new ideas, reward high-quality work and empower our employees to take control of their careers. By treating each other respectfully and ethically at all times, we unleash the unique talents, skills, and perspectives that reside within every one of us.

Best Buy is not merely a company, it is a community of people. And, like any other community, we are continually energized by the uniqueness of every individual. That is why we aspire to celebrate differences and place value on diversity in everything we do. Best Buy will not discriminate based on age, sex, race, color, ethnicity, citizenship, national origin, sexual orientation, gender identity, creed, religious preference or belief, disability, marital/family status or any other characteristic protected by law. Other characteristics may be recognized and protected under specific national, provincial, state or local laws, regulations, or ordinances. Best Buy is dedicated to ensuring this policy is followed during hiring, selection for training, promotion, transfer, layoff, termination, leaves of absence, rates of pay or any other term or condition of employment. When needed, Best Buy will provide reasonable accommodations for disabled employees or those with specific religious requirements. Acting in accordance with these guidelines shows respect, humility and integrity while helping to create a positive work environment for everyone.

Best Buy promotes participation in our Employee Business Networks (EBNs), which are groups of employees who form networks based on a dimension of diversity, such as: age, race, ethnicity, gender, disability, sexual orientation and gender identity. These groups are led by employees and promote an inclusive environment.

Employee Diversity	FY13	FY14	FY15
Hispanic Employees (U.S.)	15%	17%	18%
African-American Employees (U.S.)	13%	14%	15%
Asian-American Employees (U.S.)	4%	4%	4%
Female Employees (Enterprise)	31%	30%	28%
Female Executives (V.P. and above), (U.S.)	31%	31%	34%

Board of Directors Diversity	Members
Total Number of Directors	12
Hispanic Board Directors	0
African-American Board Directors	0
Asian-American Board Directors	2
Female Board Directors	2

Employee Engagement

eVoice Survey

We ask employees from across the organization what they think about working at Best Buy. We use a formal survey called eVoice to establish a baseline of employee engagement and identify areas to improve the employee experience. The eVoice survey collects feedback from employees across the enterprise in Canada, China, Mexico and the U.S. The survey provides insight not only into employee engagement, but 11 other dimensions of the workplace environment.

When employees can bring their whole selves to work, there are better outcomes for the individual and the organization. We know that higher levels of employee engagement correlate to better customer experience, stronger financial performance and higher levels of retention, which is why we strive for a highly engaged workforce.

We surveyed our employees twice during fiscal year 2015 and saw the percent of engaged employees grow to 85 percent. We increased an average of 400 basis points on all dimensions of the survey. We also experienced a historically-high level of participation in fiscal year 2015.

All leaders are expected to use survey results to build action plans with their teams to improve their engagement levels. Using feedback from the fiscal year 2015 survey, leaders committed to further improving the employee experience and action planning at enterprise and functional levels. There will be continued focus on improving Best Buy's overall leadership capability through:

- Introduction of a leadership development program
- Ongoing 360 feedback and annual talent reviews
- Training to support more frequent and specific performance feedback to each employee

Leadership Expectations

In fiscal year 2015, Best Buy launched a program called Leadership Expectations, an effort to be explicit and transparent in the behaviors people-managers need to model and reinforce.

A leader at Best Buy:

- Lives the values – Exhibits behaviors foundational to and characteristic of the best of Best Buy
- Leads people – Recognizes diverse talent and develops self, individuals and the team
- Sets direction – Sees through complexity, considers alternatives and finds the best possible path
- Drives results – Sets expectations, drives accountability and moves the team/organization to achieve goals

Net Impact Corporate Chapter

Best Buy engages employees around sustainability issues through a chapter of the global nonprofit, Net Impact. Net Impact's 60,000 members use the power of business to make a positive social and environmental impact. At Best Buy, the chapter focuses on educational events, networking, campus "greening" projects and community service. In fiscal 2015, the Best Buy Net Impact Chapter earned silver status and served as a host chapter for the yearly global conference.

Data Privacy G4-PR8

Best Buy is committed to protecting the privacy of our customers' information and we use a variety of information security measures to protect their transactions and valuable data. Whether customers are shopping online or in our stores, we use security best practices to protect the confidentiality of personal information under our control, and we appropriately limit access to it. Our websites use encryption technology, such as Secure Sockets Layer (SSL), to protect customers' personal information including names, addresses and credit card numbers. Information provided to us via our in-store kiosk does not traverse the public Internet.

We have also been awarded the TRUSTe Privacy Seal—meaning our privacy policy and practices are in compliance with TRUSTe's program requirements. Specific details of Best Buy's commitment is detailed in Best Buy's Privacy Policy (BestBuy.com/Privacy). Best Buy employees and contractors are required to understand and comply with the policies, standards and guidelines concerning data privacy and protection, and know how they apply to each person's work to ensure we respect and protect our customers' privacy.

In fiscal year 2015, Best Buy did not report any substantiated complaints regarding breach of customer privacy and loss or customer data.

Product Safety G4-PR1

It is essential, as a responsible retailer, to ensure the products we sell are safe for customers. To stay apprised of regulatory issues and trends that impact our product safety program, we hold memberships in the Retail Industry Leaders Association (RILA) Product Safety Committee, the Consumer Electronics Association (CEA) Product Safety Working Group and the International Consumer Product Health and Safety Organization (ICPHSO). In fiscal year 2015, Best Buy hosted the ICPHSO regional conference.

Within product safety, we focus on four areas:

- General product safety compliance
- Hazardous substances (such as ROHS, TSCA and others)
- Energy efficiency programs
- Radio-frequency interference compliances (FCC rules for radio noise and communications)

One of the safety issues we are actively working on involves TV tip-over incidents. Our solution, in patent-pending status, allows customers to secure their TVs without using tools or putting holes in walls or furniture—yet the solution still allows for adjusting TV viewing angles.

Concurrently, we have committed to the Consumer Product Safety Commission to work on providing consumers with more knowledge on placing TVs in safe locations within a residence. One step we've taken is including CEA-based television safety instructions directly on top of the TV within Insignia TV packaging (not just in the manual) to increase likelihood of consumer readership.

At Best Buy, we use social media to track customer complaints and immediately share product recall information via our @BestBuySupport Twitter handle (in addition to our traditional safety recall communications measures). We assess our product categories for safety improvements on an ongoing basis and we are pleased to report that in fiscal year 2015, there were no safety recalls on our private label products.

Environmental Management G4-EN29

To help manage progress toward our environmental goals and ensure compliance, we use an ISO 14001-certified Environmental Management System (EMS). The certification, awarded in June 2012, covers all U.S. operations and made us the first U.S. large-format retailer to earn this certification.

As part of our Environmental Statement (**Corporate.BestBuy.com/Sustainability**) Best Buy commits to:

- Systematically manage and continuously improve the environmental performance of our operations and supply chain
- Provide customers with a variety of product options and the best information available so they can make sustainable choices
- Continue to develop appropriate waste minimization, pollution prevention and accessible recycling programs
- Comply with all applicable environmental laws and regulations

We are pleased to report no significant fines or non-monetary sanctions implemented against Best Buy for environmental non-compliance.

Water Reduction G4-EN8

In calendar year 2014, we used about 1.5 million cubic meters of water in our U.S. operations. As with other environmental resources, we seek to minimize our impact through building design, operational monitoring and usage reduction programs.

Waste Diversion G4-EN23

We are working with our waste management partners to increase our landfill diversion rate for U.S. operations. We are seeking to achieve an 85% diversion rate for all U.S. operations by the end of fiscal year 2020. In fiscal year 2016, we are looking to incorporate Canada into the enterprise waste diversion strategy.

These are the initiatives driving our progress:

- **Collaborating with our vendor partners to further expand capabilities of recyclable materials.** In fiscal year 2015, we expanded our recycling to include metal – mostly consisting of store fixtures and shelving. These materials are now being backhauled to distribution centers and processed by a metal recycler instead of going to landfill.
- **Developing solutions to convert a retail waste steam into a sellable commodity.** We are looking to add cardboard balers to the hundreds of stores that do not currently house the equipment. One challenge needed to overcome is limited warehouse space in our small-format stores. The ability to bale cardboard brings an environmental benefit as well as a financial win for the company.
- **Investing in new recycling equipment for distribution centers.** We invested in foam densifiers to combat the increased usage of expanded polystyrene used in shipping products to us from vendors. These machines will divert a greater amount from landfill, reduce labor and create transportation efficiencies.

Waste Data

Waste Type	Pounds
Hazardous waste volume	17k lbs.
Universal waste (lamps, batteries) volume	41k lbs.
Non-hazardous waste recycled -Paper/cardboard -Plastic -Metal	 74 mil. lbs. 2.9 mil. lbs. 979k lbs.
Non-hazardous waste landfilled	62 mil. lbs.
Non-hazardous waste composted	196k lbs.

In its disposal of hazardous materials, Best Buy utilizes authorized methods, including recycling, incineration and use of authorized landfills. Best Buy's service providers determine which disposal method to use by referring to hazardous waste management methods conversion tables. The Conversion tables outline approved disposal methods by specific hazardous waste code.

Political Activity G4-SO6

We believe it is important to work with policymakers on issues impacting our customers, employees, businesses, shareholders and communities. We know that collaboration helps bring about change that better serves the communities where we live and work. Our public policy work directly aligns with our business strategy, as well as our aspiration to be environmentally and socially accountable for our brands and business operations worldwide.

In 2014, public policy priorities for Best Buy included:

E-Fairness – Best Buy supports passage of e-fairness legislation, which would allow states to apply sales tax collection laws fairly to all sellers, whether they sell online, in stores, or both. Jobs are at stake as retailers of all sizes are unable to compete with online-only players who have a meaningful unfair advantage.

Financial Services – Access for consumers to affordable credit is critical to our customers and the growth of our business. Best Buy supports policies aimed at protecting important credit offerings for consumers and reducing credit and debit card interchange fees.

Cybersecurity and Data Privacy – Customer and employee privacy and data security are essential to our customers, employees and the growth of our business. Best Buy is committed to safeguarding customer data and also ensuring a relationship with our customers that better understands and serves their needs and interests.

Supply Chain – Best Buy supports policies that help trade flow as freely as possible while promoting a safe and secure supply chain.

Connectivity – Best Buy strongly supports the goal of ensuring broadband availability and access to help expand educational opportunities and spur job creation and innovation.

Energy & Environment – Best Buy supports policies that promote the responsible recycling of electronic waste, address growing concerns related to climate change, and encourage energy efficiency in design and sale of products.

Political Contributions
Best Buy did not make any political contributions directly to candidates in 2014. The organizations below received funding totaling $260,000. All contributions over $5,000 are reviewed and approved by the Best Buy Contributions Steering Committee.

Democratic Governors Association
Democratic Attorneys General Association
Democratic Legislative Campaign Committee
Republican Governors Association
Republican Attorneys General Association
Republican Legislative Campaign Committee

Please see the Best Buy Political Activity & Government Affairs Policy and the Best Buy 2014 Political Activity Report for additional information.

Emerging Issue: Paper Procurement

As part of our environmental stewardship, we are committed to the protection and efficient use of the world's resources, including the forests used for the paper we procure. In fiscal year 2015, Best Buy was approached by a stakeholder and encouraged to review our paper procurement corporate statement. Acting on this feedback, we worked internally to shift our procurement requirements. We are working with Business for Social Responsibility (BSR) to gather a wide range of stakeholder perspectives and will incorporate their feedback into a revised paper procurement corporate statement.

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Tab 9 - Required Documents

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Best Buy Stores, L P
Print Name	Troy Seefeldt
Address	7601 Penn Ave South
City, Sate, Zip	Richfield, MN 55423
Authorized signature	
Date	09/09/2015

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

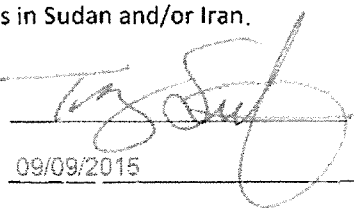
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date 09/09/2015

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Best Buy Stores, L.P
Address	7601 Penn Ave South
City/State/Zip	Richfield, MN 55423
Telephone No.	952 484 1631
Fax No.	952-430-5496
Email address	Troy.Seefeldt@Geeksquad.com
Printed name	Troy Seefeldt
Position with company	Sr. Manager Sales Operations
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   Please see attached Deviations and Exceptions

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE
15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

No.	Higher Education
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA

No.	K - 12
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO. SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO.91
73	MT.SCOTT LEARNING CENTERS
74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT
82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY

No.	Nonprofit & Other
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL
23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUISNG DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN

88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233	UNION GOSPEL MISSION
234	UNITED CEREBRAL PALSY OF OR AND SW WA
235	UNITED WAY OF THE COLUMBIA WILLAMETTE
236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237	US FISH AND WILDLIFE SERVICE
238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

Exceptions and Deviations

Best Buy Corporate Campus | 7601 Penn Avenue South Richfield, MN USA 55423-3645 | (800) 373-3050 | NYSE symbol: BBY

Best Buy will only accept terms if modified. Best Buy has chosen to omit these clauses and welcomes the opportunity to discuss upon award.

1. FULLY OMIT: FEMA Standard Terms and Conditions Addendum for Contracts and Grants.

2. Best Buy will not comply with all terms contained within Section 2) Equal Employment Opportunity.

   Explanation of Modification
   Best Buy is no longer a Federal Contractor. Best Buy does not accept contracts or purchase orders that would require the Company to comply with any provision of the Federal Acquisition Regulation ("FAR") or that would subject Best Buy to any other provision of law that applies to Government contractors and subcontractors.

   Best Buy is an equal opportunity employer: http://www.bestbuy-jobs.com/bestbuy/equal-employment-opportunity/

3. Fingerprint & Background Checks
   Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3rd party services, or rejection of PO.

4. Prevailing Wage
   Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3rd party services, or rejection of PO.

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CASE STUDY

Edina Public Schools

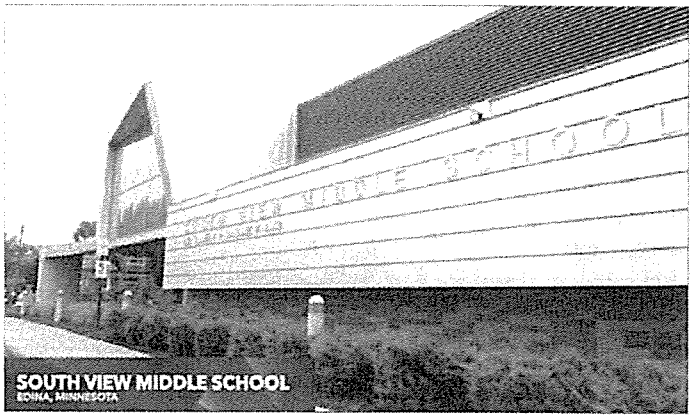
Client: Edina Public Schools

Location: Edina, Minnesota

Renewing the Education Experience:
Personal learning devices and Geek Squad® support services in Edina Public Schools

"This partnership is so unique and so innovative. It was so successful, with the pilot program last year, that families are inquiring if they can buy more devices–teachers too."

- Tim Berndt, Instructional Technology Specialist, Edina Public Schools



THE CLIENT

Edina Public Schools is a public school district serving approximately 8400 students in the Minneapolis, Minnesota suburb of Edina. The school system is committed to promoting innovative educational experiences for all students, and one of their key areas for development focuses on the best way to incorporate technology into the learning process– both inside the classroom and out.

Many schools around the country select a particular device they want all students to use, but Edina chose to embrace the BYOD (Bring Your Own Device) movement. They wanted to give students choice and a sense of ownership. Some students were already using laptops, tablets or smartphones at home and in class, so it didn't make sense to force them to use a different device at school. Edina previously piloted a program in which student were provided a specific laptop, but results of the program did not justify its expansion.

THE CHALLENGE

Adopting a BYOD practice presented many challenges for students, faculty and staff. Edina wanted to be sure students had the opportunity to have their own device of choice at an affordable price; teachers were able to develop device-neutral lessons and manage how and when devices would be used in their classes; and, everyone would need training and technical assistance to ensure success. In addition, the district needed to address a variety of security concerns.

THE SOLUTION

In 2012, Edina Public Schools entered into a unique partnership with Best Buy and launched the eLearning² pilot initiative with ninth-grade students at South View and Valley View Middle Schools.

eLearning² operates on the premise that great teachers and personal technology will take learning to the next level and better prepare students for the future. Learning can be more student-driven, customized to their needs, and occur both in school and at home with the help of personal technology devices.

Tim Berndt, Instructional Technology Specialist with Edina Public Schools, worked with Patrick Ralston, Sr. Account Executive at Best Buy, to decide on the best devices to offer at discounted pricing. Devices included the Samsung Tablet 2 and Galaxy Note 8.0, the Samsung Chromebook, Acer Ultrabook and Toshiba Satellite notebook. Families had the option to purchase these devices through a custom, co-branded website.

Overall, Tim was happy with the solution, saying, "There's choice. The families can choose the device that best fits the learning style of the student. Our students and families have the opportunity to buy a learning device at a very aggressive price."



CASE STUDY

Edina Public Schools

Client: Edina Public Schools

Location: Edina, Minnesota

THE IMPLEMENTATION

But the devices were only part of the solution. There were training and support issues that needed to be addressed. Patrick Ralston enlisted the help of Geek Squad® from Best Buy®, with Chris Olson taking the lead.

Trainings sessions were set up for students and faculty, and information nights were scheduled for families to learn more about the eLearning² initiative, devices and support.



Patrick explained, "Once we get the opportunity to show the benefits, kids love it because they get to own their own device. It's thinking a little bit differently than just selling a computer to a school. We're seeing results that are exceeding well past our expectations."

"It gives technology to families that couldn't afford it before. And then also, Edina is saving money to apply to other programs."

A service agreement was also negotiated. When students and teachers started using their new devices, Geek Squad was there to offer tech support, and they continue to have Agents present on a regular basis to assist.

"We've implemented Geek Squad services in school. They're actually in the schools two times a week for two hours a day, helping students with basic troubleshooting, any questions, and they work with any device. In turn, with the relationship we've built with Edina, it allows us to discount product for the students."

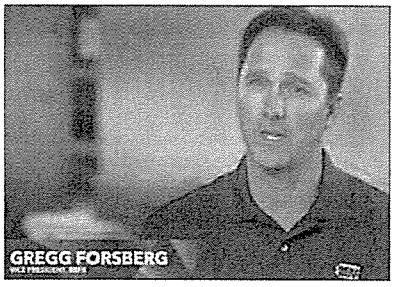
THE CONTINUING RELATIONSHIP

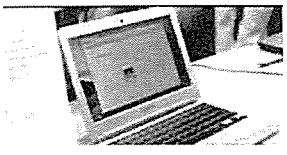
In 2013, the eLearning² initiative expanded to include sixth- and ninth-grade students and is proving to be a success. Plans are now underway for the program to be extended to other grades as well. Thus far, over 1,275 devices have been purchased by Edina families.

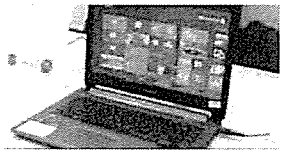
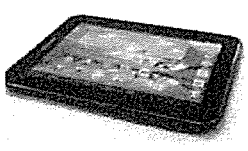
In January, 2014, the partnership launched a Geek Squad internship program, an opportunity for Edina middle school and high school students to become junior Geek Squad agents. The eight-week course meets every Wednesday after school at South View Middle School. Students learn to diagnose, problem solve and fix basic computer issues. The course is designed for students with a strong interest in computer repair and technology. Students who complete the training earn certification to be considered an official junior Geek Squad Agent.

Since the launch of eLearning², more than 200 other school districts from around the country have inquired about the initiative and Edina's partnership with Best Buy, expressing interest in similar arrangements to enhance curriculum for their students.

Gregg Forsberg, Vice President, Best Buy For Business, stated, "We see huge opportunities as education evolves and more and more students are using tablets and laptops. It's a wonderful complement of Best Buy For Business and Geek Squad in a portfolio of product for these schools."





eLEARNING²

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BEST BUY EDUCATION

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CASE STUDY: CHROMEBOOK K-12 SOLUTION

Client: Raymore-Peculiar School District

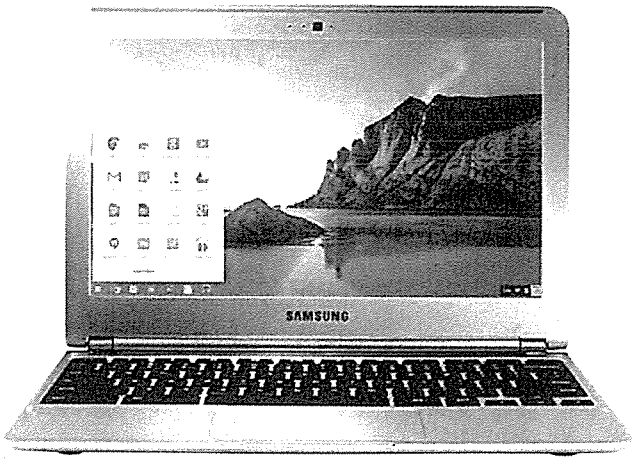
Location: Peculiar, MO

Chromebook Classroom

Best Buy® partners with Raymore-Peculiar School District to deploy a turnkey Chromebook solution.

"Anyone in the market for Chromebooks should give Josh and his team at Best Buy a call. They have shown superior customer service and on-time delivery with every order we have placed."

- Ryan Gooding, Director of Technology
Raymore-Peculiar School District, Peculiar, MO



THE CLIENT

Located 20 minutes south of Kansas City, Raymore-Peculiar School District enrolls over 6,000 students in its K-12 schools. Their stated vision is "Turning Today's Learners into Tomorrow's Leaders," and part of that vision includes a digital transformation process designed to increase the use of technology in their schools.

THE CHALLENGE

In 2014, Raymore-Peculiar began a BYOD pilot program in select classrooms, and quickly realized they wanted to expand the initiative to include more students and provide devices for in-class use to supplement the program. Rapid deployment was essential.

THE SOLUTION

Ryan Gooding, Director of Technology for Raymore-Peculiar worked with Best Buy Strategic Account Manager, Josh Brown, to formulate a plan. Josh, a former graduate of Ray-Pec High School, was happy to step up to the challenge and looked forward to devoting his best efforts to advancing technology opportunities for students in the community. He knew that Raymore-Peculiar needed a turnkey solution that could be rolled out as quickly as possible.

Josh and Ryan agreed that Chromebooks would fit the bill, and in June of 2014, the school board approved an initial bid for 600 Samsung XE303 Chromebooks along with the Google Device Management Console, Chrome Complete Service and Asset Tagging.

THE IMPLEMENTATION

Best Buy enlisted its Geek Squad® team to set up and load the Chrome Management console on every device, update the Chrome OS and tag and enroll each device on the school's EDU domain. The combination of the right devices and services that fit the school's budget was key to the project's success. The Chromebooks were delivered ready for immediate deployment.

THE ONGOING RELATIONSHIP

Ryan was happy with the solution, as it enabled the district to put new technology into students' hands quickly and efficiently. The Geek Squad pre-deployment services and Josh's advice and guidance throughout the process solidified the relationship between Best Buy and the Raymore-Peculiar School district.

Since the initial project, Best Buy has partnered with Raymore-Peculiar to provide a total of 1,500 Chromebooks to date, and the relationship continues. Raymore's goal is to provide a 1:1 technology solution for students and teachers to further education within their district.

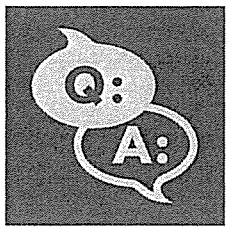
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BEST BUY EDUCATION

ONE SOURCE FOR ALL YOUR TECH

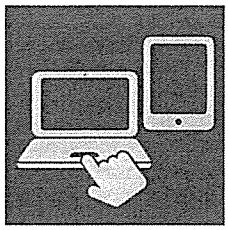
We'll help you build the right solutions for your school

We make it easier than ever to give students the tech tools they need to succeed. Our dedicated Account Managers will consult with you, offer knowledgeable, unbiased advice and guide you to the product and service solutions that best meet your needs and budget.



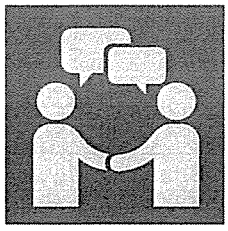
KNOWLEDGEABLE ADVICE

- Personal Account Managers
- Single-source solution provider
- One point of contact to answer your questions and guide you to the right technology solution



THE LATEST DEVICES

- Chromebooks, laptops, tablets and two-in-ones
- Charging carts and storage
- Touch screens, interactive panels and white boards
- Printers and imaging
- Advanced A/V display technology
- Thousands of products from top brands you trust

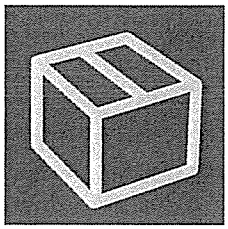


EXPERT SERVICE

- Pre-deployment
- Setup
- Protection
- Support
- Trade-in

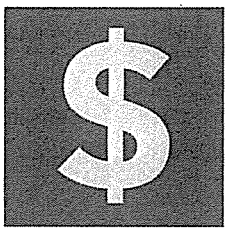
EDUCATION

OUR FLEXIBLE PURCHASING AND PAYMENT OPTIONS MAKE IT EASY TO UPGRADE YOUR SCHOOL'S TECHNOLOGY



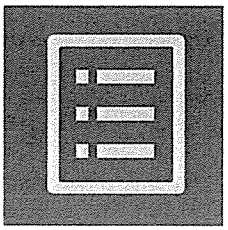
VOLUME PURCHASING & FULFILLMENT OPTIONS

- Outfit your entire school or district
- Multi-location shipping
- In-store pickup at over 1,000 stores nationwide
- Competitive bids
- Complex logistics



FLEXIBLE PAYMENT OPTIONS

- Net-30
- POs and P-Cards
- Tax exempt
- Leasing



CONTRACTS WITH KEY BUYING GROUPS

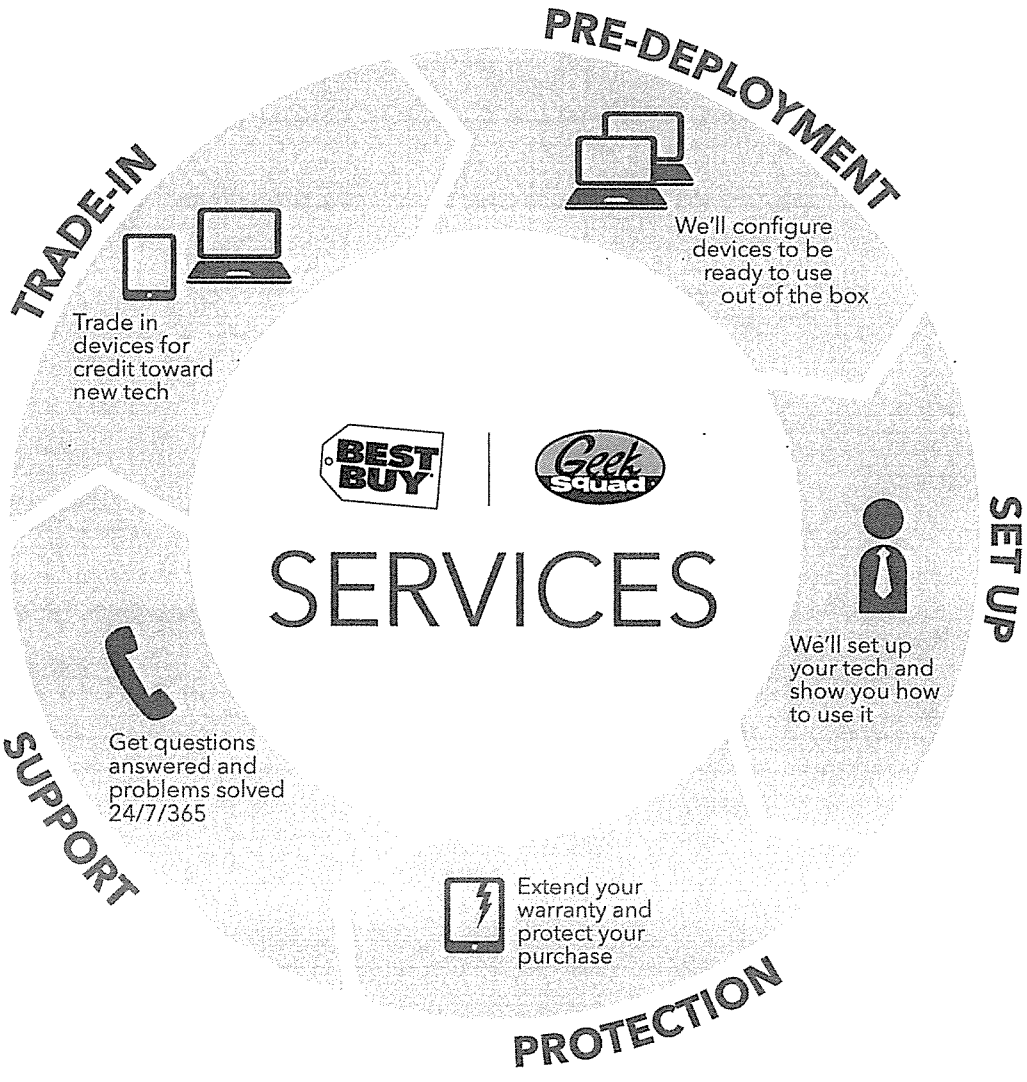
- TCPN
- Choice Partners
- DIR
- BuyBoard

Call an Account Manager at 1-800-373 www.bestbuy.com/education

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EXPERT SERVICE

From pre-deployment to trade-in, we'll provide ongoing support to help you manage and protect your technology.



BEST BUY EDUCATION

PRE-DEPLOYMENT

We'll pre-configure your devices for a seamless out-of-the-box experience upon delivery. We will:

- Update the Operating System and imaging on all devices
- Enroll desired Apps
- Set up Wi-Fi and enroll devices on your school's domain
- Validate functionality of the devices
- Create asset tags and provide file of tag numbers that corresponds to the manufacturer's serial numbers

PROTECTION

Enhance and extend your manufacturer's warranty with Geek Squad Protection Plans covering:

- Normal wear and tear
- One-time battery replacement
- Parts and labor coverage

SETUP

Geek Squad agents will come to your school to assist with the following during device deployment:

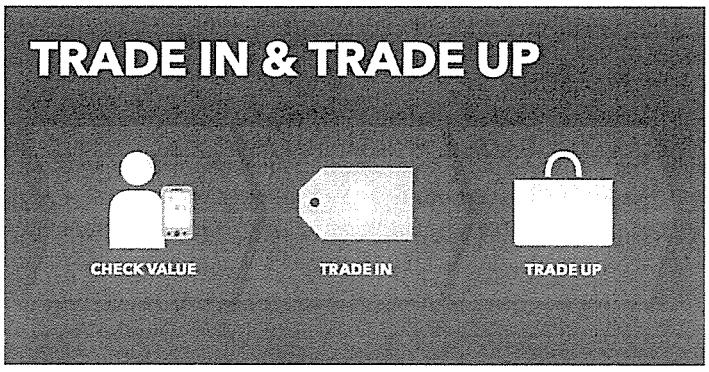
- De-boxing, organizing and distributing devices
- Connecting to school network
- Connections to existing hardware, such as printers or smart boards
- Professional development

SUPPORT

For Help Desk support outside of school and school hours, we offer Geek Squad® Remote Support with application-based chat interaction:

- Basic support and device trouble shooting
- Application questions and setup
- User Account Management support
- Password resets

TRADE-IN



Trade in 10 or more laptops, tablets or Chromebooks and get credit toward new technology for your school.

- We'll provide an estimate for your trade-in value
- Ship devices to us with packaging and labels provided
- We'll credit your account with the trade-in value you can apply to new purchases

Call an Account Manager at 1-800-373-3050 www.bestbuy.com/education

[1]The Best Buy Education Trade-In program is not available on the Best Buy Web site or in Best Buy stores. Not all products are eligible for trade-in. Trade-in value may vary and will be based on our evaluation of your product. Payment is in the form of credit with Best Buy Education. You are responsible for removing any data from your product before providing the product for evaluation. You will be required to agree to the terms & conditions. Best Buy reserves the right to refuse any trade-in or limit quantities for any reason.

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BEST BUY EDUCATION

1-800-373-3050

BRING YOUR OWN DEVICE

Discover how the latest technology can transform your classroom

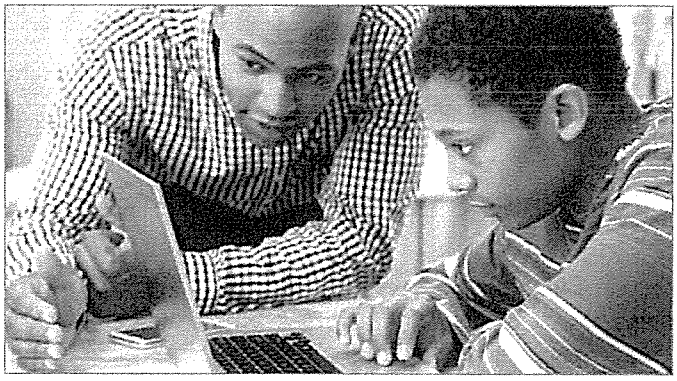
Most young people today are growing up with technology and are using it in every aspect of their lives. School should be no exception.

With the right devices, students can:

- Read, research and take notes
- Learn at their own pace
- Prepare and edit assignments more efficiently
- Communicate and collaborate on projects with ease
- Master technology skills that prepare them for future educational endeavors and careers

At Best Buy®, we believe every student should have access to technology. We offer a wide variety of tablets, laptops and e-readers designed for classroom use, and we have partnered with schools around the country to provide devices, We also offer on-site Geek Squad® training and support for students and faculty.

Call an Account Manager today to discuss your needs and the educational technology and services we provide. We'll work with you to find the right solution for your school or district.



GEEK SQUAD® PROTECTION PLANS[1]

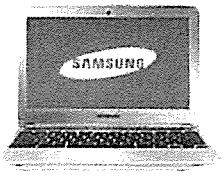
PROTECT YOUR NEW DEVICE

Commercial Geek Squad Protection with Accidental Damage from Handling Coverage

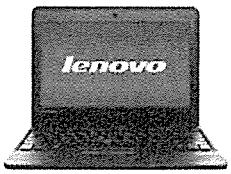
• Normal wear and tear • No lemon guarantee • Power surge repair • One-time battery replacement • Phone/ Web support • Accidental damage from handling (ADH)

Call us today at 1-800-373-3050.

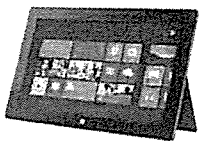
[1]Plans are available at a variety of prices and coverage levels. Please refer to the actual terms and conditions for a complete description of the limitations of each offer.



Samsung Chromebook
- 11.6" LED HD display
- 2GB memory
- 16GB flash memory



Lenovo ThinkPad
- 11.6" LED HD display
- 4GB memory
- 320GB hard drive



Microsoft Surface RT
- 10.6" HD touch screen
- 64GB on-board memory
- Built-in WiFi



Samsung Galaxy Tab 3
- 7" WSVGA TFT touch screen
- 8GB on-board flash memory
- Built-in WiFi

Learn how Best Buy partnered with Edina Public Schools to launch their eLearning² initiative.

WATCH VIDEO ▶

TCPN CONTRACT: R5213

CONTRACT: 13/068DG-07

Dept. of Information Resources CONTRACT: DIR-500-203

BuyBoard CONTRACTS: 381-11, 394-12

CONTACT US TODAY
Call an Account Manager at
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www.BestBuy.com/Education

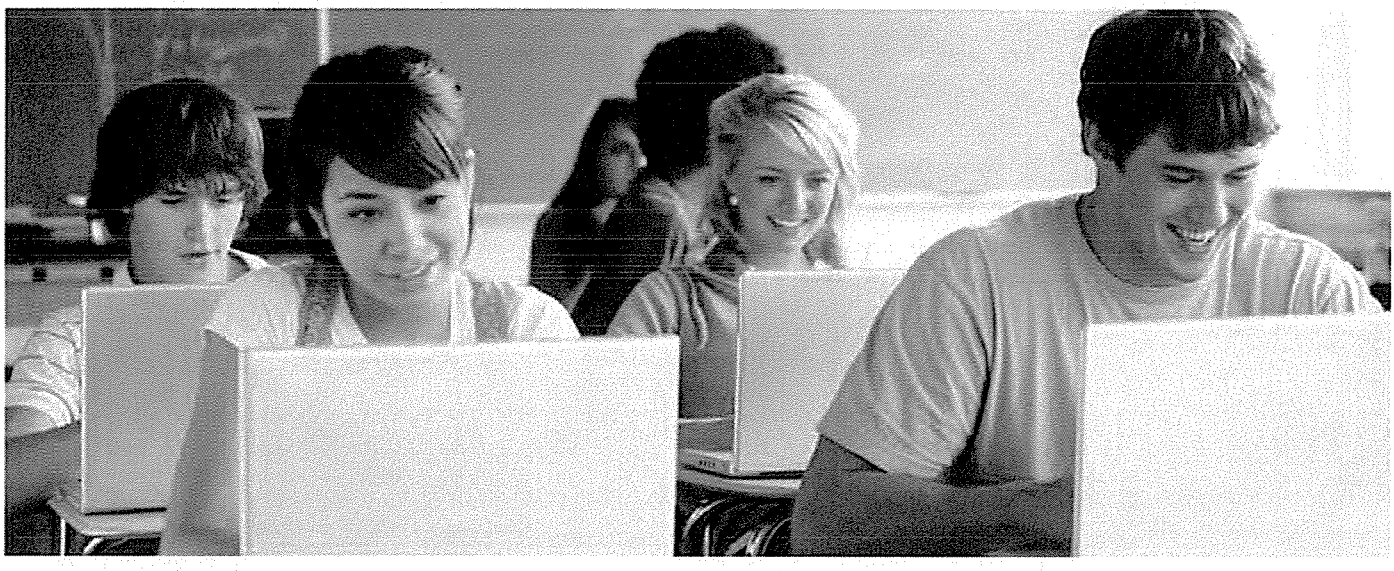
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BEST BUY EDUCATION

MANAGE YOUR TECHNOLOGY BUDGET

Financing solutions designed for educational institutions.



Best Buy® and LEAF provide the resources, expertise and tools you need to simplify your technology budget and maximize your technology spend.

Affordable Financing

Education providers today are consistently looking for ways to extend their technology investment and budget, and better manage their technology assets. Best Buy now offers a portfolio of flexible lease options that allow your organization to take advantage of technology with little or no up-front investment. Our financing experts will work with you to develop a customized leasing solution to meet your organization's requirements and help you preserve cash, stay within your technology budget and still get the hardware, software and services to fuel your organization's growth.

Conserve your capital and credit lines for other operational needs of your institution

Simplify your budgeting process by aligning the equipment's frequency of payment with your annual appropriation of funds

Optimize your technology investment while providing students with technology they need to be successful

Eliminate the hassle of asset disposal with regularly scheduled equipment lease refreshes

CONTACT US TO DISCUSS WHICH FINANCING OPTIONS ARE RIGHT FOR YOUR BUDGET

800.373.3050

WE KEEP YOUR SCHOOLS RUNNING SMOOTHLY

Powered By LEAF

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