ETIWANDA SCHOOL DISTRICT
Etiwanda Education Center Board Room
6061 East Avenue, Etiwanda, CA 91739

BOARD OF TRUSTEES: Robert Garcia, Matthew Gordon, Dr. Fermín Jaramillo, Dayna Karsch, and April McAllaster

BOARD OF TRUSTEES

AGENDA

Thursday, October 3, 2024, 6:30 p.m.

1. CALL TO ORDER

A. Roll call.
B. Pledge of Allegiance.

2. PUBLIC COMMENT ON AGENDA ITEMS

This is the time and place for the general public to address the Board of Trustees on items on the meeting agenda. State law prohibits the Board from acting on any issue not previously included on the agenda. Because time limits are imposed for public comment, neither the Board nor the Superintendent answers questions or responds to statements made during the public comment. Members of the Board or the Superintendent may take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each agenda item. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. If a member of the public desires to be heard on more than one item appearing on the agenda, they will be allowed up to a total of five minutes to address all desired agenda items with a maximum of three minutes per agenda item. For agenda items, to ensure that non-English speakers receive the same opportunity to address the Board directly, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on each agenda item to a maximum of thirty minutes. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. The Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding anyone during the opportunity for public comment. Persons who have complaints against employees of the District are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

A. Comments on agenda items.

3. REVIEW / ADOPT AGENDA AND MINUTES

This is the time to review the agenda and move items from action to consent calendar or from consent calendar to action. Consent calendar items are expected to be routine and non-controversial and are acted upon by the Board of Trustees at one time without discussion.

A. Adopt the agenda as presented or amended.
B. Adopt the minutes of the regular meeting held on September 12, 2024, as presented or amended.

4. INSTRUCTION

A. Discussion and action to approve the Digital Literacy Lessons by Jeannie Tavolazzi, Assistant Superintendent of Instruction/Pupil Services.
B. Discussion and action related to the approval of the following new Board Policy (BP).

BP 1180	Memorials to Deceased Students and Staff

5. BUSINESS AND LEGAL

A. Discussion and action related to the 2024-25 Facilities Plan for the Etiwanda School District by Doug Claflin, Assistant Superintendent of Business Services, Michael Mancuso, Director of Fiscal Services, and Mike Higgins, Director of Operations & Facilities.
B. Discussion and action to approve the Visual Arts/Performing Arts (VAPA) Teacher, certificated job description.

6. SUPERINTENDENT

A. Superintendent's Report: The Superintendent may make announcements and provide updates to the Board on items such as district activities, recent or upcoming events, communications, school, employee and/or student achievements, and other non-action items.

7. CONSENT CALENDAR

A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.

B. Approval of the declaration that miscellaneous items of district property are less than $2,500 in value per item, are obsolete and unusable, and will be sold as surplus property, donated to eligible nonprofit organizations or disposed.

C. Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	US Landscape, Inc.	RC100324A-01	Crack and crevice application 2024/2025	Etiwanda School District
2	HLI Tree Experts, Inc.	RC100324R-02	Tree trimming	Etiwanda District Office
3	Diane Chavez-Martinez	SOL100324A-01	School Counselor	Solorio ES
4	Art Specialties	WH100324R-01	School graphics	West Heritage ES
5	Angels on Earth Home Health, Inc.	AS100324A-01	Licensed vocational nurses	Etiwanda School District
6	CMAX Sanitary Services	RC100324A-03	Washing compost bins	Etiwanda School District
7	PlaySafe LLC	RC100324A-04	Inventory and audit of playground surfacing and installation	All 13 Etiwanda elementary school sites
8	The Sawdust Factory	WH100324R-02	Creative art education	West Heritage ES

D. Approval/Ratification of Proposal and Field Contract services under $60,000 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Brown Friendly Island Concrete	ML100324R-01	Pour concrete for crossing walkway	Windrows ES

E. Approval of Amendments/Change Orders/Extension:

	Vendor / Project	Amendment /Change Order Number / Extension	Original Contract Date or Dollar Amount	New Contract Date or Dollar Amount
1	Visser Bus Services	SA100324A-01 Amendment #4		Updated rate sheet for 2024-2025 school year
2	Western Exterminator Company	RC100324A-05 Amendment #3	Original date July 1, 2020	Extending to 2024-2025

7. CONSENT CALENDAR (continued)

F. Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors using piggyback bid documentation, bid extension, State of California Multiple Award Schedule (CMAS) and/or NASPO Master Agreement:

	Vendor	Contract Number	Piggyback BID/CMAS/NASPO	Location of Service
1	CDW Government LLC	NR100324A-01	Irvine Unified School District Bid No. 23/24-01 IT, Technology Equipment and Peripherals. Effective January 1, 2025 thru December 31, 2029	Etiwanda School District
2	United Fresh Produce	NR100324A-02	Val Verde Unified School District RFP No. 2022-2023-03 for fresh produce products 2024-2025	Etiwanda School District Extended Day Program

G. Approval of Chaffey Federal Credit Union School/District Membership Application to make additions and deletions to signatories as follows on school accounts, all accounts require two signatures for withdrawal purposes.

Account	Additions/Existing	Deletions
Day Creek Intermediate Student Fund Account – 255910	Nicholas Zajicek – Principal Silvia Fernandez – Administrative Designee	Amy Tarasi – Assistant Principal Jordyn Vander-Laan – Assistant Principal

H. Approval of the classification of various records as Class 3 (disposable) and approval to dispose of these records which have been retained for the legal period of time per 5 CCR§ 16023 through 5 CCR § 16028 (Title 5, California Code of Regulations, Division 1, Chapter 16, Subchapter 2, Article 2, Sections 16023 – 16028

Record Title	Class	Required Retention	Recommended Retention	Dates Covered	Destroy After Date
Accounts payable/receivable, reconciliations	3	3 years	4 years	2019-2020	10-3-2024
Bank reconciliations, bank deposit slips & canceled checks	3	3 years	4 years	2019-2020	10-3-2024
Cash deposits/ collections reports	3	3 years	4 years	2019-2020	10-3-2024
Vendor invoices and payments	3	3 years	4 years	2019-2020	10-3-2024
Budget transfers & journal entries	3	3 years	4 years	2019-2020	10-3-2024
Receipts, credit charges, transactions, field trips	2	3 years	4 years	2019-2020	10-3-2024
Purchase Orders	3	3 years	4 years	2019-2020	10-3-2024
Contracts	2	3 years	5 years	2019-2020	10-3-2024

I. Approval of purchase of two F-150 trucks for Operations and Facilities from Sunrise Ford of Fontana.

J. Approval of the amended job description: Health Services Coordinator

K. Approval of revisions and/or deletions to the following Board Policies (BP), Administrative Regulations (AR) and/or Exhibits (EX):

BP 4030	Nondiscrimination in Employment
AR 4030	Nondiscrimination in Employment
BP 4033	Lactation Accommodation

7. CONSENT CALENDAR (continued)

BP 4519.11	Sex Discrimination and Sex-Based Harassment
AR 4519.11	Sex Discrimination and Sex-Based Harassment
AR 4519.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees
EX 4519.12	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees
AR 5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures - Student
EX 5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures - Student
BP 6158	Independent Study
AR 6158	Independent Study
BP 6161.11	Supplementary Instructional Materials
BP 9270	Conflict of Interest

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

This is the time and place for the general public to address the Board of Trustees. State law prohibits the Board from acting on any issue not previously included on the agenda. Because time limits are imposed for public comment, neither the Board nor the Superintendent answers questions or responds to statements made during the public comment. Members of the Board or the Superintendent may take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each non-agenda item. If a member of the public desires to address the Board on more than one matter not appearing on the agenda, they will be allowed up to a total of five minutes to address all desired matters not appearing on the agenda,with a maximum of three minutes per item. With Board consent, the President may adjust the time allowed for public input and the time allotted for each speaker. The President may take a poll of speakers for or against a particular issue and ask that additional persons speak only if they have something new to add. For non-agenda item(s), to ensure that non-English speakers receive the same opportunity to address the Board directly, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on non-agenda item(s) to thirty minutes. Any handouts that a member of the public intends to submit to Board members must be presented to the designated staff member before beginning public comments. Speakers are cautioned that the Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the district are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

A. Comments on non-agenda items.

9. BOARD / STAFF COMMENTS OR SUGGESTED ITEMS FOR DISCUSSION AT UPCOMING MEETINGS

10. ADJOURNMENT

Submitted by Charlayne Sprague, Superintendent and Secretary to the Board of Trustees.
As of September 18, 2024: Student enrollment is 13,657 (TK-8) + 230 (CLOUDS). Total: 13,887
(+33 from September 2024)

Public records related to the public session agenda that is distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at the Etiwanda Education Center, 6061 East Avenue, Etiwanda, CA 91739, during regular business hours of 7:30 a.m. to 4:00 p.m.

In accordance with section 54953.2 of the *Government Code*, individuals may request disability-related modifications or accommodations, including auxiliary aides or services, to participate in a public meeting. Such requests must be submitted in writing no later than noon, two business days before the meeting date. Requests should be submitted to the attention of Superintendent Charlayne Sprague.

Upon request by a student's parent/guardian, or by the student if age 18 or older, the board meeting minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the Secretary or Clerk of the Board. (Education Code 49073.2)

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BOARD OF TRUSTEES: Robert Garcia, Matthew Gordon, Dr. Fermín Jaramillo, Dayna Karsch, and April McAllaster

BOARD OF TRUSTEES

Minutes

Thursday, September 12, 2024, 6:30 p.m.

1. Call to Order

President McAllaster called the meeting to order at 6:30 p.m. All members were present. President McAllaster announced that all open sessions of the board meeting are audio-recorded and may capture the sounds of those participating in the meeting. President McAllaster asked those participating in the meeting to join in the Pledge of Allegiance.

2. Public Comment on Agenda Items

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

A. Comments on agenda items: None offered.

3. Review / Adopt Agenda and Minutes

A. The Board of Trustees adopted the agenda as presented on a motion by Member Gordon, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

B. The Board of Trustees adopted the minutes of the regular meeting held on August 22, 2024, as presented on a motion by Member Karsch, seconded by Member Jaramillo, and carried by unanimous vote with all members present voting yes.

4. Educational

A. Nick Zajicek, Principal of Day Creek Intermediate School, presented "Day Creek C.A.R.E. (Community, Action, Responsibility, Empathy) alongside Silvia Fernandez, Administrative Designee/Teacher on Assignment, Kathryn Thompson, Administrative Designee, and Marisa Gaines, School Counselor. They shared information on academic performance, attendance, and programs that engage students and families.

5. Instruction

A. Jeannie Tavolazzi, Assistant Superintendent of Instruction / Pupil Services, reported that Etiwanda School District had met the requirement for compliance with Education Code section 60422(a) and California Code of Regulations (CCR), Title 5, Section 9531(a) regarding amended Education Code 60119, to determine that the Etiwanda School District has sufficient textbooks and instructional materials for the 2024-2025 school year. Ms. Tavolazzi recommended the approval of Resolution No. 2425-22 regarding the sufficiency of textbooks and instructional materials. President McAllaster then opened the public hearing regarding the sufficiency of textbooks and called for comments. After hearing no comments, President McAllaster closed the public hearing.

- The Board of Trustees then took action to approve Resolution No. 2425-22 regarding the sufficiency of textbooks and instructional materials as presented on a motion by Member Gordon, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

B. Jeannie Tavolazzi, Assistant Superintendent of Instruction/Pupil Services, and Laura Rowland, Assistant Superintendent of Personnel Services, presented the Arts and Music in Schools (AMS) plan. They outlined the allocation of funds, shared feedback from the community, and discussed the implementation strategy, including the required staffing and credentials.

- Members inquired about its sustainability, impact on current programs, addition to elective rotations, and the number of teachers to be hired.

After discussion, the Board of Trustees approved the Arts and Music in Schools (AMS) plan, on a motion by Member Jarmillo, seconded by Member Karsch, and carried by a unanimous vote with all members present voting yes.

6. Business and Legal

A. Michael Manucuso, Director of Fiscal Services, presented the Unaudited Actual Financial Report for the 2023-24 fiscal year.

- Members discussed contributions to the restricted funds, the distinctions between State funding and Local Control Funding Formula (LCFF) funding, and the maximum allowable reserves under state regulations.

1. After discussion, the Board of Trustees took action to approve the Unaudited Actual Financial Report for the 2023-24 fiscal year on a motion by Member Karsch, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
2. After discussion, the Board of Trustees took action to approve Resolution No. 2425-24 of the Board of Trustees of the Etiwanda School District to Adopt the "Gann" Limit, calculating the district's actual appropriations limit for the 2023-24 fiscal year and the estimated appropriations limit for the 2024-25 fiscal year on a motion by Member Jaramillo, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

B. Doug Claflin, Assistant Superintendent of Business Services, presented Resolution 2425-23 of the Etiwanda School District regarding a declaration of emergency requiring a contract for repairs, alterations, work, or improvement without advertising for or inviting bids at Windrows Elementary School.

- Members confirmed the necessity of the emergency bid, the use of portable restrooms, and the bid process.

After discussion, the Board of Trustees took action to approve Resolution 2425-23 of the Etiwanda School District regarding a declaration of emergency requiring a contract for repairs, alterations, work or improvement without advertising for or inviting bids at Windrows Elementary School on a motion by Member Gordon, seconded by Member Karsch, and carried by a unanimous vote with all members present voting yes.

C. After discussion, the Board of Trustees took action to approve Resolution No. 2425-21 Board of Trustees of the Etiwanda School District authorizing the issuance of the Etiwanda School District (San Bernardino County, California) Election of 2016 General Obligation Bonds in one or more series pursuant to certain provisions of the Government Code in a principal amount not to exceed $12,000,000 and approving certain other matters related thereto on a motion by Member Jaramillo, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

7. Superintendent

A. After discussion, the Board of Trustees approved changing the board meeting date from March 6, 2025, to Thursday, March 13, 2025, on a motion by Member Gordon, seconded by Member Karsch, and carried by a unanimous vote with all members present voting yes.

B. Superintendent Sprague congratulated Grapeland Elementary and Summit Intermediate for earning a Silver Positive Behavioral Intervention and Supports (PBIS) Implementation award and Carleton P. Lightfoot Elementary and Heritage Intermediate for earning a Gold PBIS Implementation award from the California PBIS Coalition. She also highlighted several important dates and events, including the non-student day for professional development, site visits, the English Learner Family Night, and the LCAP survey window. Additionally, she shared band teachers' and students' appreciation for the new instruments, along with social media updates and information about upcoming events.

8. Consent Calendar

The Board of Trustees approved the Consent Calendar as presented on a motion by Member Karsch, seconded by Member Gordon, and carried by a unanimous vote with all members present voting yes.

A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.

B. The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 5, 6, 7, 8, 9, 10, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson Creek, Victoria Gardens & Day Creek Square, ratifies the CFD expenditures for the period August 1 - 31, 2024, per the CFD Payment Log.

8. <u>Consent Calendar</u> (continued)

C. Ratification of the Accounts Payable Warrant Register Reports. These are various routine warrants that have been requested to pay for purchase orders and various expenditures. The Board is requested to ratify batches dated August 1 - 31, 2024.

D. Ratification of the Budget Financial Reports for the period August 1 - 31, 2024.

E. Approval of the declaration that miscellaneous items of district property are less than $2,500 in value per item, are obsolete and unusable, and will be sold as surplus property, donated to eligible nonprofit organizations or disposed.

F. Acknowledgement by the Governing Board of the Etiwanda School District of the receipt of letters of fingerprint certification from outside contractors verifying clearance of their employees.

G. Approval of the following donations:

Donated by:	Donation of:	Donated to:
Friends of Lightfoot PTO	Cash	C.P. Lightfoot E.S.
Rancho Cucamonga Community & Arts Foundation	Cash	Caryn E.S.
Kroger	Cash	Caryn E.S.
American Charities	Cash	Day Creek I.S.
West Heritage PTA	Cash	West Heritage E.S.
Renowned Plumbing & Rooter	Cash	West Heritage E.S.
Steve and Nour Ennabi	Non-Cash	Etiwanda Colony E.S.

H. Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	Emerson College	AR091224A-01	Clinical affiliation agreement	Etiwanda School District
2	Chemeketa Community College	AR091224A-02	Practicum agreement	Etiwanda School District
3	California State University Northridge	AR091224A-03	Clinical practicum agreement	Etiwanda School District
4	Loyola Marymount University	AR091224A-04	Memorandum of Understanding – District intern agreement	Etiwanda School District
5	Guaranteed Janitorial Service, Inc.	CC091224R-01	Cleaning services	Child Care
6	Guaranteed Janitorial Service, Inc.	CC091224R-02	Additional cleaning services	Child Care
7	Building Block Entertainment, Inc.	DWL091224R-01	Assembly	David W. Long E.S.
8	Swing Education	JS091224A-01	Staffing	Etiwanda School District
9	Western Exterminator Company	SA091224A-02	Mosquito fogging and bucket services	Etiwanda School District
10	Ryan Tillman	SIS091224R-01	Student workshops	Summit I.S.
11	Rise Educational Solutions LLC	TV091224R-01	Staff development	Terra Vista E.S.
12	Pacific Promotions, Inc.	WH091224R-01	Fundraising	West Heritage E.S.
13	Building Block Entertainment, Inc.	WIN091224R-01	Assembly	Windrows E.S.

8. Consent Calendar (continued)

14	Imagination Machine	EH091224R-01	Assembly	East Heritage E.S.
15	Environmental Compliance Management	RC091224R-01	Spill prevention	Etiwanda School District
16	Safeguard Envirogroup	SA91224R-03	Mold and asbestos testing	Windrows E.S.

I. Approval/Ratification of Proposal and Field Contract services under $60,000 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	BP Air, Inc.	ML091224A-01	Install rooftop (CMAS) HVAC package units	Caryn E.S.
2	BP Air, Inc.	ML091224A-02	Install rooftop (CMAS) HVAC package units	C.P. Lightfoot E.S.
3	BP Air, Inc.	ML091224A-03	Install rooftop (CMAS) HVAC package units	Terra Vista E.S.
4	BP Air, Inc.	ML091224A-04	Install rooftop (CMAS) HVAC package units	Windrows E.S.

J. Approval of Amendments/Change Orders/Extension:

	Vendor / Project	Amendment/ Change Order Number/ Extension	Original Contract Date or Dollar Amount	New Contract Date or Dollar Amount
1	Lawnscape Systems, Inc.	SA091224A-01 Amendment #1	$24,900.35	$25,515.68

K. Ratification of Special Tax increase by 3.9% (based on the Consumer Price Index for the period from May 1, 2023 to May 1, 2024). The Special Tax increased from $4,204.55 to $4,368.53 effective from July 1, 2024 through June 30, 2025.

L. Approval of County Form No. 2 to add: Joshua Lautenslager, Administrator of Personnel Services for Board Delegation-Authorized Agent Status.

9. Public Comment on Non-Agenda Items

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

- Comments on non-agenda items:
  - Mrs. Alvarez commented regarding the psychological evaluation and the public restrooms at Windrows Elementary.

10. Board / Staff Comments or Suggested Items for Discussion at Upcoming Meetings

- None offered.

11. Closed Session

The Board of Trustees adjourned to Closed Session at 8:22 p.m. to discuss items A. - D.

A. Conference with labor negotiator (Government Code 54957.6) for the 2024-2025 school year.
District Negotiator: Laura Rowland, Assistant Superintendent of Personnel Services
Bargaining Unit: Etiwanda Teachers Association

B. Public Employee Discipline/Dismissal/Release/Non-reelect. (Government Code 54957)

C. Public Employee Performance Evaluation: Superintendent
(Government Code 54957)

D. Student Discipline Hearings: (EC 48914) Consider recommendations regarding pupil expulsion/admission/readmission. Education Code sections 35146 and 48912 require closed sessions in these cases in order to prevent the disclosure of confidential student record information.
Pupil Case Number: 2024-25-01

12. Reconvene to Open Session

The Board of Trustees reconvened into Open Session at 10:02 p.m.

A. No action taken.
B. No action taken.
C. No action taken.
D. In open session, the Board of Trustees approved the recommendation for expulsion for Pupil Case Number 2024-25-01 and adopted the findings of fact on a motion by Member Jaramillo, seconded by Member Garcia and carried by a unanimous vote with all members present voting yes.

13. Adjournment

The meeting was adjourned at 10:04 p.m. in memory of Student, Emerson Dawes, on a motion by Member Gordon, seconded by Member Karsch, and carried by a unanimous vote with all members present voting yes.

Board Approved Date _____

Digital Literacy

Board of Trustees Meeting

October 3, 2024

Why Digital Literacy Matters

Today's children are engaged consumers of of the digital world, leaving them vulnerable to misinformation, social media misuse, and privacy risks.

Digital literacy lessons can better equip students with skills to protect their privacy, critically assess online content, and responsibly use digital tools—laying the foundation for success.

Digital Literacy Plan

The lessons, created by Etiwanda's library team and derived from **Common Sense Education**, are aligned with the **Model School Library Standards**.

There are 6 lessons for each students in Grades 4 - 8, which will be delivered during library visits and co-facilitated by the school librarian and classroom teacher.

Digital Literacy Topics

Media Balance & Well-Being:	Privacy & Security:	Digital Footprint & Identity:	Relationships & Communication:	Cyberbullying, Digital Drama, & Hate Speech:	News & Media Literacy:
My Media Choices	Private and Personal Information	Our Online Tracks	Keeping Games Fun & Friendly	Be a Super Digital Citizen	Creator's Rights & Responsibilities

1180 Memorials to Deceased Students and Staff

Recognizing the deep impact of losing a member of the school community, schools will support staff, students, and families in their grief and provide connections to appropriate community resources. School sites, being primarily dedicated to learning, should not serve as the main venue for memorializing students and staff. School counselors may be consulted to assist families and students with bereavement support.

Effective October 3, 2024, permanent memorials for deceased students or staff shall be limited to collections of books, items of historical or educational significance, plaque, or a district brick. Memorials may be marked with a permanent stone, or plaque, limited to 12 inches in size, indicating the name and relevant information of the person to be memorialized, with the specific type and messages approved by the Superintendent or designee. The District reserves the right to establish design parameters so that all permanent memorials blend with the architecture or setting of the facility, and/or blend with existing memorials. Items purchased shall not be funded through district resources. The family shall be consulted at the time of any request.

While the District encourages existing memorials to remain in their original locations to honor the memory of the student or staff member and respect the original decision-making, relocation will only be considered if necessary to preserve the integrity of the memorial and continuity of remembrance.

Temporary memorials, such as floral arrangements and photo displays, shall remain in place at the discretion of the Superintendent for a period not exceeding two weeks after the death occurred, or as necessary due to environmental conditions. Such memorials shall then be given to the family by designated district officials, when practicable. Temporary memorials shall not alter district-owned property.

Memorial activities for deceased students or staff expressed at school shall be coordinated by school administration and approved though the Superintendent or designee. School administration, in consultation with the Superintendent or designee, shall determine which activities best meet the overall needs of students, staff, parents, and the community. Examples of such activities include yearbook recognition, promotion recognition, or a moment of silence. The Superintendent has discretion to consider memorial events, such as a vigil, that use district facilities when the death impacts the majority of students, staff, and the community.

Board Approved:
Effective Date: October 3, 2024

NEW

ETIWANDA SCHOOL DISTRICT

October 3, 2024 (Board Meeting)

2024-25 FACILITIES PRESENTATION UPDATE

DRAFT

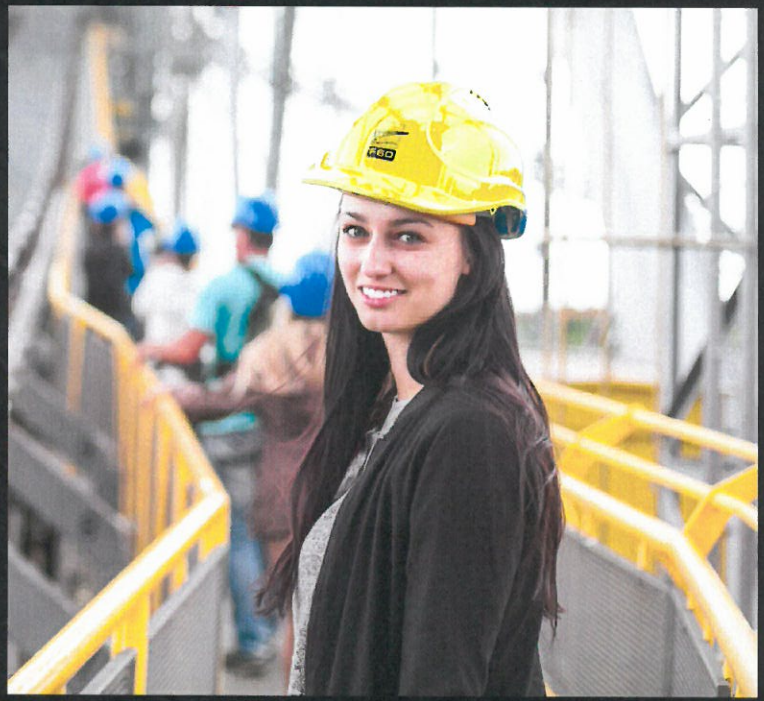
SLIDESMANIA.COM

DISTRICT TEAM

Mike Higgins, Jeff Fraser, & Maria Lopez

Michael Mancuso

Doug Claflin



SLIDESMANIA.COM

Presentation Overview

- Area Developments
- Student Enrollment & Major Projects
- Funding & Recommendations

SLIDESMANIA.COM

AREA DEVELOPMENT

Schools with Growth in 4-15 Years

West Heritage
- Apartments at Foothill and Masi (1,450 units)
- Apartments at Foothill and East (327 units)
- Apartments at Foothill and Cornwall (80 units)

Grapeland – In-fill tracts

Perdew – Apartments at Foothill and Etiwanda (327 units)

Etiwanda Colony – In-fill tracts, A&J Resources, Traigh Pacific, Pinehurst (798 units)

Falcon Ridge / East Heritage – Westgate development (up to 5,000 units)

Solorio – Condominiums / Townhomes on South Highland (707 units)

Caryn - Etiwanda Heights & Foothill/Milliken Apartments (3,400 units)

STUDENT PROJECTIONS

School	Etiwanda CURRENT CAPACITY (Moderately Loaded) (Proposed Usage)	2025-2026	2026-2027	2027-28	Build-Out
Windrows Elementary School	643	567	548	534	501
Caryn Elementary School	643	512	484	461	1403
West Heritage Elementary School	830	640	646	647	919
Carleton P. Lightfoot Elementary School	954	816	739	656	598
East Heritage Elementary School	803	614	562	496	824
Terra Vista Elementary School	1184	826	784	754	738
David W. Long Elementary School	963	727	673	641	630
Cecilia L. Solorio Elementary School	904	883	880	876	884
John L. Golden Elementary School	935	865	803	763	701
Grapeland Elementary School	771	609	587	576	560
Etiwanda Colony Elementary School	854	544	548	594	793
Perdew Elementary School	890	562	530	576	567
Falcon Ridge Elementary School	794	516	485	619	833
Elementary Total	**11168**	**8681**	**8269**	**8194**	**9951**

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STUDENT PROJECTIONS

School	Etiwanda CURRENT CAPACITY (Moderately Loaded) (Proposed Usage)	2025-2026	2026-2027	2027-28	Build-Out
Etiwanda Intermediate School	1600	1233	1293	1294	1268
Summit Intermediate School	1568	1023	961	981	1063
Heritage Intermediate School	1536	1168	1138	1095	1280
Day Creek Intermediate School	1536	1297	1198	1078	1341
Intermediate Total	**6240**	**4721**	**4590**	**4448**	**4952**
Etiwanda Alternative Studies Education		38	28	20	11
Community Day School		2	0	0	0
Grand Total	**17408**	**13442**	**12887**	**12662**	**14914**

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FUNDING

Project Funding Sources

Currently Available Funds – Not Committed to Project as of 7/1/24

- Measure I (Series C) - $12,351,539
- Capital Facilities Building Fund (Fund 25) - $8,384,414
- New School Building Fund (Fund 35) - $64
- Reserve for Capital Outlay (Fund 40) - $66,212,772
- Community Facilities Districts (CFDs) - $55,974,468

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FUNDING

Project Funding Sources

Future Available Funds

- Near Term (2- 5 Years)
  - Measure I (Series D & E) - $22,000,000
  - CFDs Pay-As-You-Go - $12,761,080
  - CFD Pinehurst - $5,835,313
  - Building Fund (Fund 25) - $1,600,000
  - Fund 35 and 40 Interest - $4,000,275
- Long Term (6 - 15 Years)
  - New CFDs (Large Developments) - $128,939,218
  - OPSC State Matching Funds (Fund 35) - $16,812,282

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MAJOR PROJECTS

	Remaining Construction Commitments
• Etiwanda Operations Center	$931,238
• Etiwanda Intermediate Modernization	$54,865,534
• Summit M-Wing Replacement	$22,582,213
• West Heritage Modernization	$15,544,326
• EV Bus Charging Stations	$857,000
• Windrows Emergency Restroom Remediation	$350,000
• Day Creek Intermediate HVAC	$4,425,697
• Summit Heights School - Property Purchase	$10,000,000
• Other (Technology, Classrooms, HVAC, Restrooms, CFD Refunds)	$19,008,614
	$128,564,622

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Etiwanda Intermediate Modernization

Projected Construction:June 2024 - April 2027; Projected Occupancy: July 2027

CLASSROOM BREAKDOWN

NEW BUILDING A	
CLASSROOMS	6
REMODELED BUILDING B	
CLASSROOMS	2
MUSIC ROOM	1
NEW BUILDING D	
CLASSROOMS	22
ART CLASSROOMS	2
SCIENCE LAB	2
NEW BUILDING E	
CLASSROOMS	18
ART CLASSROOMS	2
MAKER SPACE	2
(E) BUILDING H	
7TH GRADE SDC	1
CLASSROOM	1
GRAPHICS AND FINE ARTS	1
DEMONSTRATION STUDIO	1
HOME ECONOMICS	1
TOTAL	**62**

PARKING BREAKDOWN

LOT A	108
LOT B	19
LOT C	44
TOTAL	**171**

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Etiwanda Intermediate Modernization

Projected Construction:June 2024 - April 2027; Projected Occupancy: July 2027

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Etiwanda Intermediate Modernization

Demolition: Completed Summer 2024

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Etiwanda Intermediate Modernization

Interim Housing: Completed Summer 2024 - Occupied

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Summit Intermediate M-Wing Replacement

Projected Construction:May 2025 - April 2027; Projected Occupancy: July 2027

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Summit Intermediate M-Wing Replacement

Projected Construction:May 2025 - April 2027; Projected Occupancy: July 2027

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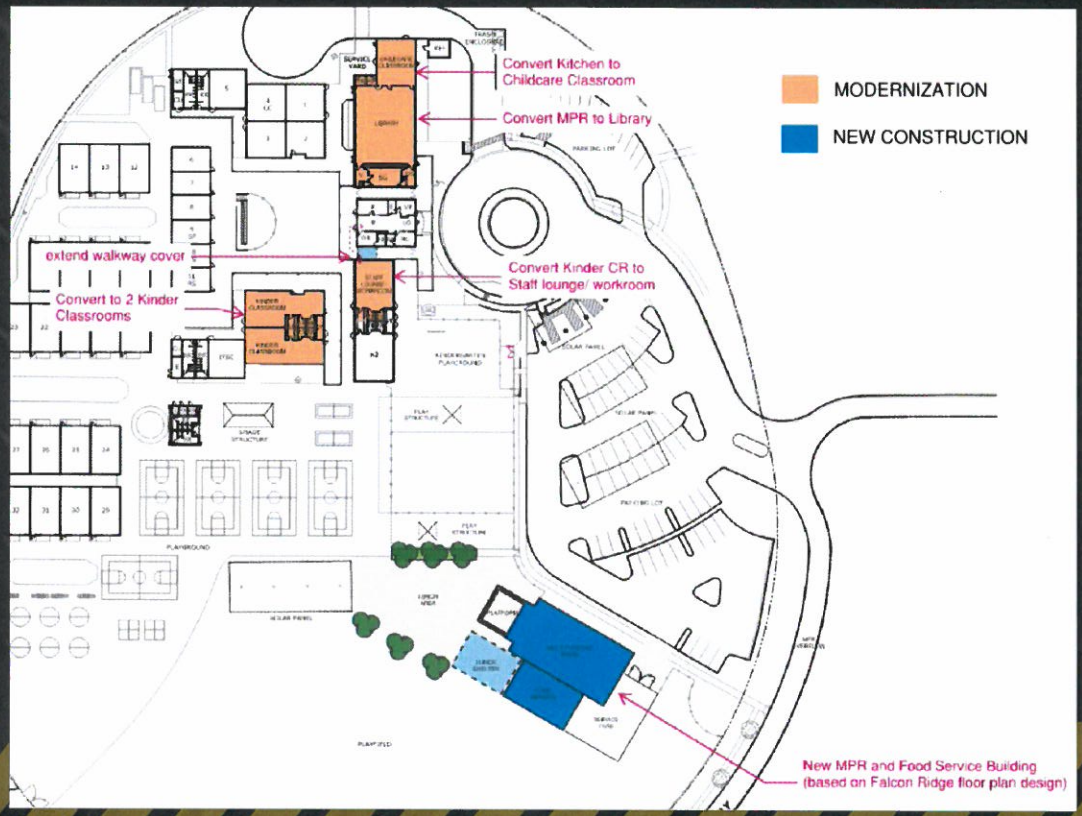
West Heritage MPR / Library / Kinder

Projected Construction:Jan 2027 - April 2028; Projected Occupancy: July 2028



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Summit Heights Elementary Potential Site

Projected Construction: Unknown

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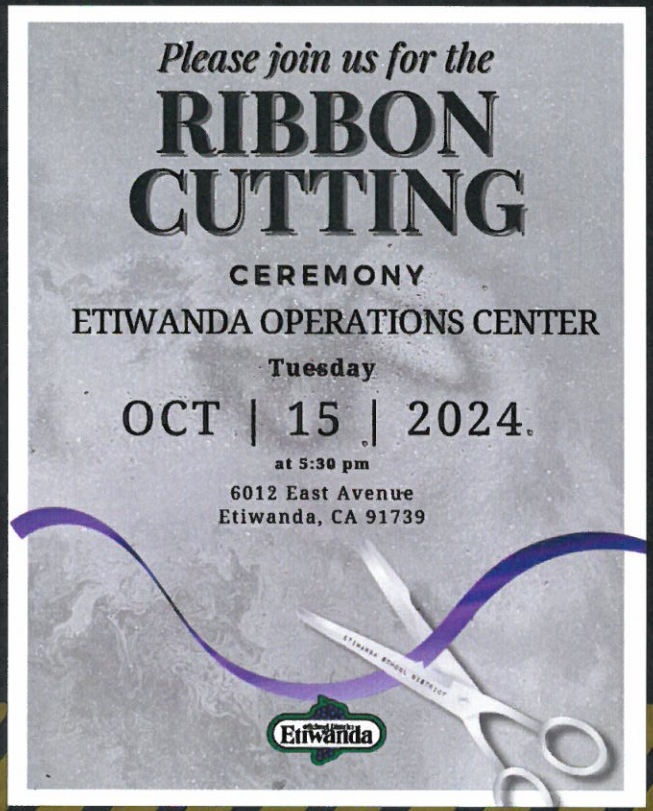
Etiwanda Operations Center (EOC)

Projected Completion:December 2023; Projected Occupancy: January 2024; Projected Dedication: October 2024



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RECOMMENDATIONS

Current Funds Available	$142,923,257
Funds Available Within 5 Years	$46,196,668
Projects To Fund	($128,564,622)
Project Fund Balance	$60,555,303

Recommended Action: Utilize the existing facilities funding in conjunction with available sources, such as the unrestricted general fund and routine repair and maintenance funds, to advance major projects to completion. Simultaneously, allocate the remaining project fund balance for upcoming capital projects.

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CAN WE ANSWER
ANY QUESTIONS?
SLIDESMANIA.COM

THANK YOU
SLIDESMANIA.COM

VISUAL ARTS/PERFORMING ARTS (VAPA) TEACHER

DEFINITION

Under the general supervision of the Assistant Superintendent of Instruction and Pupil Services and under the direct supervision of the school principal while performing duties at a school, the teacher will provide a VAPA program for students that includes standards-based lessons and activities in visual and/or dramatic arts. Activities are to be designed to promote student VAPA skill development, enjoyment of "the Arts," self-confidence, self-discipline and good work habits. The District seeks to enrich and embed arts instruction within the context of what the children are learning in their daily language arts, social studies, math, and science lessons.

This assignment will require the teacher to provide instruction in art, performing arts, or both, with lessons aligned to the California Arts Content Standards to ensure students develop artistic literacy and make meaningful connections to their academic learning.

EXAMPLES OF DUTIES (E = essential duties)

Art

Provides standards-based art instruction appropriate to the grade levels. E
Able to provide instruction to students with appropriate art media in those standards-based grade level skills that enable learners to communicate idea, images, symbols, and feelings in visual forms. E
Develops instructional plans and organizes class time to provide a balanced program of instruction, demonstration, and working time. E
Employs an array of media for expression such as crayons, chalks, finger paint, tempera, water colors, clay, paper-maché, tissue paper, yarn, pastels, charcoal, etc. E
Employs techniques and provides opportunities for learners to recognize, to identify and utilize qualities for learners in visual work such as line, color, shape, intensity, value, texture, composition, and contrast. E
Able to provide instruction to students and teachers in media arts skills that enable learners to communicate ideas, images, symbols, and emotions through digital and multimedia formats. E
Utilizes various digital tools and software, such as photography, video, animation, sound design, graphic design, and digital storytelling, to engage students in creative expression. E
Instructs students in proper care and use of tools and equipment and organizes storage areas and controls use of materials, equipment and tools. E
Assists or conducts professional development activities at school and/or District level. E

Performing Arts

Provides age-appropriate and standards-aligned dramatic reading and theater-like experiences that build on the listening and speaking standards set forth in the state academic standards. E
Utilize a variety of instructional approaches, visual aids and models to demonstrate and teach Drama/Theater curriculum, materials and methods to develop sequential assignments that guide, challenge and meet the needs of all students. E

EXAMPLES OF DUTIES (continued)

Conduct performances (which may include evenings and weekends) for the community, parents, and school site as requested by the site administrator. E
Evaluate each student's progress in Drama/Theater knowledge, concepts and skills in relationship to the level being taught. E

Education Services
Assists in the ongoing development of a districtwide, comprehensive, culturally responsive instructional program. E
Develops a schedule of teaching at the beginning of the school year in cooperation with district and school administrators. E
Establishes and maintains standards of pupil behavior for an orderly, productive learning environment. E
Creates a classroom environment that provides for student involvement in the learning process and enables each student to achieve learning objectives. E
Monitors appropriate use and care of equipment, materials and facilities. E
Instruct pupils in proper use of tools and equipment. E
Communicates and prepares student progress reports and related performance criteria and schedules with students, parents and school staff. E
Participates in various staff and/or District committees and the sponsorship of student activities for the purpose of providing information. E
Assists with the planning and development of school site and/or District-wide exhibits, performances and fairs. E
Provides emergency sub plans to maintain learning continuity in the event of absence, ensuring ongoing arts instruction. E
Attend and participate in staff and District meetings as assigned. E
Provides student supervision outside of the classroom during the assigned working day. E
Attend school, staff and community activities as appropriate. E
Participates in professional development. E
Performs other related duties as assigned. E

QUALIFICATIONS GUIDE

KNOWLEDGE OF:
Principles, theories, practices, methods and techniques used in curriculum development, lesson planning and Art (visual and media art) and/or Drama/Theater instruction.
Principles, theories, practices, methods and techniques to create an Art and/or Drama/Teacher environment that promotes positive student conduct and motivation for student learning.
Working knowledge of the California arts education standards and of all art media commonly taught at the elementary and/or middle school level.
Adapt plans and instructional delivery to meet the differentiated needs of students, including designated students with special needs.

QUALIFICATIONS GUIDE (continued)

ABILITY TO:

Communicate effectively in verbal and written form, work cooperatively with a variety of individuals and groups, maintain appropriate records, work in a team environment, and meet established deadlines for completion of projects.
Work independently with minimal direction.
Demonstrate consistent, punctual and regular attendance.
Flexibility and adaptability in being assigned to various schools throughout the District.
Provide own transportation.

DESIRABLE:

Teaching experience in both elementary and secondary levels.
Knowledge of instructional strategies for a balanced and comprehensive arts program.

REQUIRED CREDENTIALS AND EXPERIENCE

Possession of a valid California multiple subject or single subject credential.
Possess or willing to obtain an art and/or theater credential authorizing services in grade levels and areas assigned.
Minimum of five years successful teaching experience.
Possession of a valid California Driver's License.

WORKING CONDITIONS

The work environment for this job includes all environmental conditions, office and outdoors when required, days, nights and weekends when required by need.

While performing the duties of this job, employees are regularly required to stand, bend, kneel, walk, climb, reach, sweep, look, lift and listen. Climbing and pushing activities are also involved. Employees may occasionally move and lift heavy objects, some of which will be in the 25-pound range. The noise level of this job will be consistent with building and playground activities.

To perform this job successfully, an individual must be able to perform each essential duty in a satisfactory manner. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Board Approved
October 3, 2024

NEW

INTENTIONALLY LEFT BLANK

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

School District Etiwanda
1883

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermín Jaramillo
Dayna Karsch
April McAllaster

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 803-3030

To: Charlayne Sprague

From: Laura Rowland

Re: Personnel Report

Date: September 26, 2024

Please place the following personnel report on the Board Agenda for ratification at the meeting of October 3, 2024.

I. Classified

Resignation	Position	Date
Cynthia Galicia	Instructional Aide	10/31/2024
Aleysa Lizama	Instructional Aide	9/20/2024
Christine Meza	Behavior Intervention Paraprofessional	9/4/2024
Tracy Rosener	Child Care Assistant	9/20/2024
Jocelyn Villa	Child Care Assistant	8/30/2024
Mary Waldron	Food Service Worker I	9/19/2024

II. Classified

New hire	Position	• Classified Salary Schedule		Date
Eva Abadir	Child Care Assistant	54b	Step 1	9/30/2024
Viola Acheampong	Child Care Assistant	54b	Step 1	9/12/2024
Nicole Gilmore	Instructional Aide	56b	Step 1	9/23/2024
Heather Grana	Instructional Aide	56b	Step 1	9/16/2024
Jillian Gutierrez	Child Care Assistant	54b	Step 1	9/23/2024
Ester Hernandez	Instructional Aide	56b	Step 1	9/10/2024
Megan Holloway	Child Care Assistant	54b	Step 1	9/16/2024
Marcil Ibrahim	Child Care Assistant	54b	Step 1	9/24/2024
Maria Manzo	Instructional Aide	56b	Step 1	9/16/2024
Dean Mariani	Instructional Aide	56b	Step 1	9/23/2024
Sarina Patel	Instructional Aide	56b	Step 1	9/23/2024
Leo Ramirez	Instructional Aide	56b	Step 1	9/10/2024
Elizabeth Robles Garcia	Instructional Aide	56b	Step 1	9/23/2024
Jazmine Ruffin	Instructional Aide	56b	Step 1	9/10/2024
Matt Laris Santos	Instructional Aide	56b	Step 1	9/23/2024
Adia Shabazz-Regains	Health Services Technician	69b	Step 1	9/30/2024

• Tentative placement based upon final verification of experience

III. **Classified**

Appointment	Position	• Classified Salary Schedule		Date
Philip Cortes	Instructional Aide	56b	Step 1	9/23/2024
Melissa Gomez	Instructional Aide	56b	Step 2	9/9/2024
Madhuri Ugavekar	Instructional Aide	56b	Step 1	9/23/2024

- Tentative placement based upon final verification of experience

IV. **Classified**

Rehire	Position	• Classified Salary Schedule		Date
Erica Loya-Gomez	Instructional Aide	56b	Step 6	9/16/2024

- Tentative placement based upon final verification of experience

V. **Classified Temporary**

Increase of Hours	Position	Date
Nicole Gilmore	Instructional Aide (15 to 29.5 hrs./week)	9/23/2024-5/22/2025
Heather Grana	Instructional Aide (15 to 29.5 hrs./week)	9/16/2024-5/22/2025
Erica Loya-Gomez	Instructional Aide (15 to 29.5 hrs./week)	9/16/2024-5/22/2025
Mayra Hernandez	Instructional Aide (15 to 29.5 hrs./week)	9/23/2024-5/22/2025
Dean Mariani	Instructional Aide (15 to 29.5 hrs./week)	9/23/2024-5/22/2025
Sarina Patel	Instructional Aide (15 to 32.5 hrs./week)	9/23/2024-5/22/2025
Leo Ramirez	Instructional Aide (15 to 29.5 hrs./week)	9/16/2024-5/22/2025
Jazmine Ruffin	Instructional Aide (15 to 32.5 hrs./week)	9/16/2024-5/22/2025
Madhuri Ugavekar	Instructional Aide (15 to 29.5 hrs./week)	9/23/2024-5/22/2025

VI. **Classified Short-Term Substitute Employees:**

(1) Campus Support, (2) Food Service Workers, (3) Delivery Drivers, (4) Custodian Grounds, (5) Clerical Substitute, (6) Child Care Substitute, (7) Office Asst. (8) Speech Language Pathologist Assistant, (9) Tutor, (10) Music Activities Assistant, (11) Computer Support Specialist Substitute, (12) Instructional Technician, (13) Instructional Aide Substitutes, (14) Music/Choral/Drama Assistant, (15) Speech Language Assistant, (16) Instructional Technology Support Clerk, (17) Substitute Secretary, (18) Substitute Health Services Technician, (20) School Residency & Attendance Assistant, (21) Clerical Support Substitute, (23) Behavior Intervention Paraprofessional, (24) Substitute COTA, (25) Administrative Asst. II

Effective –10/4/2024 -5/22/2025

Eva Abadir 1	Braden Bailey 13	Karen Cruz 1	Nancy Garcia 1
Cristina Gonzalez 1	Claire Justine Guevarra 13	Arlene Marquez 13	Mohammed Masud 13
Amber Ochoa 1	Clarissa Santana 1	Anthony Silva 4	Daniel Ter-Veen 4
Jessica Tucker 1	Christopher Vega 4	Rodolfo Yela 1, 4	

VII. **Certificated Short-Term Substitute Employees:**

Effective –8/5/2024 -5/22/2025

Rachel Bello	Megan Dalton	Celeste Fekay	Rebecca Larratt
Madison Latham	Katy Maldonado	Meagan Poland	Anna Prosser
Matthew Santos	Jael Summers	Paulina Sandoval	Elodia Sanders

CLERK'S CERTIFICATE

I, Mathew Gordon, Clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true, and correct copy of agenda item . 8.A. *(Approval of the personnel report dated September 26, 2024, which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024 of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: __
NOES: __
ABSTAINED: __
ABSENT: __

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true, and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: 10/3/2024

_____
Clerk of the Board of Trustees of the
Etiwanda School District

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

School District Etiwanda 1883

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6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 803-3032

Equipment Disposal Form

To: Purchasing Date: 9/9/2024

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Stacie Pasqua

School / Department: Solorio / Tech

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Varitronics ProImage Plus	Poster Printer		ESD-2607	$0

Board Approval Date: _____

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
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(909) 899-2451 FAX (909) 803-3032

Equipment Disposal Form

To: Purchasing Date: 9/6/24

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Thomas Saint Thomas

School / Department: Golden

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
4	HP Printer	M401n	NA	NA	0
2	Dell Monitor	1708FPf	NA	NA	0
1	Dell Optiplex Desktop	7010	FWT1DX1	ESD-12434	0
1	Dell Optiplex Desktop	3020	FCGTP22	ESD-13238	0
1	Dell Optiplex Desktop	390	19W2WV1	ESD-12281	0
1	Dell Optiplex Desktop	7020	4YK1N22	ESD-13232	0
1	Dell Optiplex Desktop	7020	CV57122	ESD-13237	0

Board Approval Date: _____

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
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Equipment Disposal Form

To: Purchasing Date: 9/5/24

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Amanda Martinez

School / Department: Grapeland Elementary

The items listed below are to be taken out of inventory.

* Located in computer lab by ITSC Desk *

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Optiplex 7010			12981	0
1	Optiplex 7020			13191	0
1	Optiplex 755			8812	0
1	Monitor				0
5	Monitors				0
4	Misc tubs (headphones, K/B, mice				0
1	Projector				0

Board Approval Date: _____

Located in 2nd cabinet to the right of White Board (LAB)

RC100324A-01

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Operations & Facilties Departm Date: 08/23/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1 *THIS AGREEMENT* is made and entered into this 08/23/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Us Landscape Inc., (hereafter "CONTRACTOR") located at

Address: 1613 Deanna Way City: Redlands Zip: 92374

Social Security Number or Taxpayer I.D. No. (for 1099):

2 *TERM.* The term of this agreement shall be for the period commencing on 08/23/2024 (date) through 06/30/2025 (date) inclusive: or, services shall be provided on the following dates

3 *SCOPE.* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

Crack and Crevice application (Landscape) for all ESD schools 2024-2025 .

4 *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 99,045.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5 *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR

Signature of CONTRACTOR — Date: 9/1/24

ETIWANDA SCHOOL DISTRICT

Signature of Superintendent/Designee — Date: 9/5/24

AGREEMENT TERMS & CONDITIONS

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK*: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

ETIWANDA SCOOLS FISCAL 2023/24 SPRAY PROGRAMS – US LANDSCAPE, INC

ADDITIONAL SERVICES

All Schools Crack & Crevice	Size	Price/App	#	Annual Cost
Crack and Crevice App	121.4	$24,761.25		
Total:		**$24,761.25**	**4**	**$99,045.00**

US Landscape, Inc

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

SEP 04 2024

Date: _____

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXXX.*(Approval of agreement/contract between Etiwanda School District and US Landscape, Inc., RC100324A-01.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees
of the Etiwanda School District

EC100324R-02

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Operations & Facilities Departm Date: 08/29/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 08/29/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and HLI Tree Experts Inc., (hereafter "CONTRACTOR") located at

   Address: 8001 Archibald Ave Suite B City: Rancho Cucamonga Zip: 91730

   Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM:* The term of this agreement shall be for the period commencing on 08/29/2024 (date) through 06/30/2025 (date) inclusive: or, services shall be provided on the following dates _____.

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
   Tree trimming/heavy pruning at the District office as per estimate dated 08/22/2024.

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 7,360.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ 8.29.24
Signature of CONTRACTOR — Date

ETIWANDA SCHOOL DISTRICT: _____ AUG 29 2024
Signature of Superintendent/Designee — Date

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

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   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
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   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
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12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
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15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK*: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

RECEIVED
08/29/2024
OPERATIONS

Estimate

HLT TREE EXPERTS INC
Leonard Aguilar

8001 Archibald Ave Suite B
Rancho Cucamonga Ca 91730
State Lic 1007205
(951) 202-0297 (Phone)
(626) 755-1010 (Mobile)
hlttreeexperts@gmail.com

Fine pruning of all TREES

For District Office

Estimate Num 555
Date Aug 22, 2024

Description	Quantity	Rate	Amount
xl tree trim. multiple truck. heavy pruning	1	$550.00	$550.00
pines trim	14	$90.00	$1,260.00
xl sycamore	8	$350.00	$2,800.00
4 crapemrtles	4	$90.00	$360.00
xl jacarandas	4	$350.00	$1,400.00
medium trees trim	11	$90.00	$990.00

Thank you for your business.

Subtotal	$7,360.00
Tax (0%)	$0.00
Total	**$7,360.00**

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
08/29/2024

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXXX.*(Approval of agreement/contract between Etiwanda School District and HLI Tree Experts, Inc., RC100324R-02.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees
of the Etiwanda School District

SOL100324A-01

Print Form

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Solorio Elementary Date: 08/23/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 08/23/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Diane Chavez-Martinez, (hereafter "CONTRACTOR") located at

   Address: 131 South Barranca St. Apt. 255 City: West Covina Zip: 91791

   Social Security Number or Taxpayer I.D. No. (for 1099): _____ _____

2. *TERM:* The term of this agreement shall be for the period commencing on 09/23/2024 (date) through 5/23/25 (date) inclusive; or, services shall be provided on the following dates _____.

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

   See attachment for the scope of work.

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 45,500.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ Signature of CONTRACTOR — Date: 8/29/24

ETIWANDA SCHOOL DISTRICT: _____ Signature of Superintendent/Designee — Date: 9/4/24

AGREEMENT TERMS & CONDITIONS

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
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23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
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26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

SOLORIO ELEMENTARY SCHOOL COUNSELOR

(Contracted Position)

DEFINITION

Under the direction of the site Principal, to implement a preventative proactive school counseling program using the American School Counselor Association (A.S.C.A.) national model, the school counselor will: promote student success through this implementation that addresses the academic, career and personal/social needs of the student and provide educational and behavioral counseling to individuals and small groups of students in a school setting; assist students in understanding and seeking solutions to academic, social, or emotional problems and issues; serve as a resource pertaining to student behavior management strategies, and welfare and attendance problems and concerns; and to do other related functions as required.

EXAMPLES OF DUTIES

- Develop and implement a comprehensive school counseling program based upon the (ASCA) national model.
- Implement a comprehensive school counseling program that includes guidance curriculum, individual student planning, and preventative and responsive direct services.
- Assist students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.
- Provide individual and group counseling to students with identified concerns and needs.
- Implement an effective referral and follow-up process.
- Work collaboratively with district and site administrators, families, community stakeholders, and educators to create an environment that results in a positive impact on student achievement.
- Collect, analyze and set annual student outcome goals based upon data.
- Facilitate small and large student group workshops.
- Develop and lead school-wide parent education events with a focus on academic achievement, college and career preparedness and social/emotional needs of adolescents.
- Monitor student academic performance, behavior and attendance and assist with appropriate interventions.
- Effectively communicates the goals of the comprehensive school counseling program to all stakeholders.
- Maintain current and appropriate resources for students, families, and educators.
- Develop and maintain a calendar of school counseling activities and services.
- Support a school-wide Positive Behavioral Intervention Support (P.B.I.S.) program.
- Attend conferences and workshops to keep updated on most recent research and programs regarding at risk pupils.
- Inform staff of new materials available to assist at risk students.
- Assist the staff in determining objectives, identifying school needs as a basis for developing long and short-range plans for at risk students.

EXAMPLES OF DUTIES (continued)

- Welcome parents to the school and encourage the teaching staff to share teaching and learning activities with parents.
- Complete special assignments as requested by the principal or assistant principal.
- Perform other related duties as assigned.

QUALIFICATIONS GUIDE

KNOWLEDGE OF:

- Principals, methods, techniques, strategies and trends in educational, behavioral and social/emotional adjustment counseling.
- Applicable aptitude, interest and achievement appraisal instruments techniques and procedures.
- Social service and youth service agencies in the area.
- Social, emotional and behavioral characteristics of school age students.
- Program evaluation and research techniques, strategies and procedures.
- Appropriate curriculum and instructional programs pertaining to students with a variety of aptitudes and varying interests.
- ASCA national model.
- PBIS model specific intervention theories, techniques and procedures for at risk pupils.
- Counseling resources available and criteria for referring people for additional counseling.
- A wide variety of vocational career opportunities and criteria for choosing those careers;
- Instructional methodology.
- School law administration and application of the State Education Code and other applicable laws; Board and District policies, procedures and regulation.
- Conflict resolution skills.

ABILITY TO:

- Assist students in effectively analyzing and developing alternative solutions to educational, behavioral, social and emotional problems and concerns.
- Conduct, analyze and effectively utilize a variety of individual and group testing procedures and instruments.
- Effectively deal with site and district personnel, parents, social service and youth service agencies in resolving student problems and concerns.
- Effectively participate in the planning and implementation of school guidance and curricular programs.
- Communicate effectively in oral and written form.
- Understand and carry out oral and written directions with minimal accountability controls.
- Establish and maintain effective organizational, public and community relationships.
- Professionally and appropriately, intervene with students and families during a crisis situation.

ABILITY TO: (continued)

- Contribute to problem resolution and maintenance of a safe and orderly school environment.
- Identify, counsel and support at risk pupils.
- Exercise sound judgment in reviewing student records and in developing evaluation of program results.
- Maintain comprehensive files and records.
- Maintain effective organizational, public and community relationships.
- Work confidentially, with discretion, with staff, parents, students and community members.
- Understand and relate to children.
- Evaluate and critique usefulness of a wide variety of guidance material.
- Send and receive emails and research information through the Internet.
- Operate a variety of office equipment including computer and related software, calculator, copiers and other office machines.
- Communicate effectively and tactfully in both oral and written form.
- Deal tactfully, sometimes in stressful situations, with students and parents.
- Understand, be sensitive to and respect the diverse academic, socio-economic, ethnic, religious, and cultural backgrounds, disabilities and sexual orientation of students, faculty, administrators and staff.
- Establish and maintain cooperative work relationships with those contacted in the performance of required duties.
- Maintain consistent, punctual and regular attendance.
- Provide information and assistance to students regarding the various career development programs.
- Speak to and direct groups, research necessary material and resources on own initiative.
- Compile and prepare special reports as needed.

TRAINING AND EXPERIENCE

- A minimum of three years of highly successful experience working with school age pupils.
- Two years counseling/guidance experience including intern positions.

DESIRED QUALIFICATIONS

- Experience providing in-service workshops.
- Experience working as a School Counselor.
- Equivalent to the completion of an earned Master's or higher degree in psychology, counseling and guidance, or a closely related field.

SOLORIO ELEMENTARY SCHOOL COUNSELOR

(Contracted Position)

LICENSES AND OTHER REQUIREMENTS

- Department of Justice and FBI clearance
- Preliminary Pupil Personnel Services Credential is mandatory.

WORKING CONDITIONS

- The work environment for this job includes all environmental conditions, office and outdoors when required, days, nights and weekends when required by need.
- Some exposure to weather.
- While performing the duties of this job, employees are regularly required to stand, bend, kneel, walk, climb, reach, sweep, look, lift and listen. Climbing and pushing activities are also involved.
- Employees may occasionally move and lift heavy objects, some of which will be in the 25-pound range. The noise level of this job will be consistent with building and playground activities. Employees will be exposed to adverse climatic conditions and air conditioning.
- To perform this job successfully, an individual must be able to perform each essential duty in a satisfactory manner. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Incumbents may be exposed to hostile or abusive individuals.

WORK HOURS

- Total of 32 hours per week
- Typical work week is four days a week
- Eight-hour work days with compensated lunch included in the work day

WH100324R-01

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor ☒ West Heritage

Originating School or Department: _____ Date: 09/06/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 09/06/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Art Specialties, (hereafter "CONTRACTOR") located at

   Address: 8390 Maple Place, Suite 130 City: Rancho Cucamonga Zip: 91730

   Social Security Number or Taxpayer I.D. No. (for 1099): 30-0540421

2. *TERM:* The term of this agreement shall be for the period commencing on 09/06/2024 (date) through 10/31/2024 (date) inclusive; or, services shall be provided on the following dates _____.

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
   Replace digital art work on the ball walls on the playground area

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 1,804.63 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ Signature of CONTRACTOR — Date: 09/06/2024

ETIWANDA SCHOOL DISTRICT: _____ Signature of Superintendent/Designee — Date: 9/9/24

AGREEMENT TERMS & CONDITIONS

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK*: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

Art Specialties Inc
8390 Maple Place, Suite 130
Rancho Cucamonga, CA 91730
+19099873355
admin@artspecialtiesinc.com
www.artspecialtiesinc.com

Estimate

ADDRESS
West Heritage Elementary
13690 West Constitution Way
Fontana, CA 92336

SHIP TO
West Heritage Elementary
13690 West Constitution Way
Fontana, CA 92336

ESTIMATE # 2557
DATE 09/05/2024
EXPIRATION DATE 12/31/2024

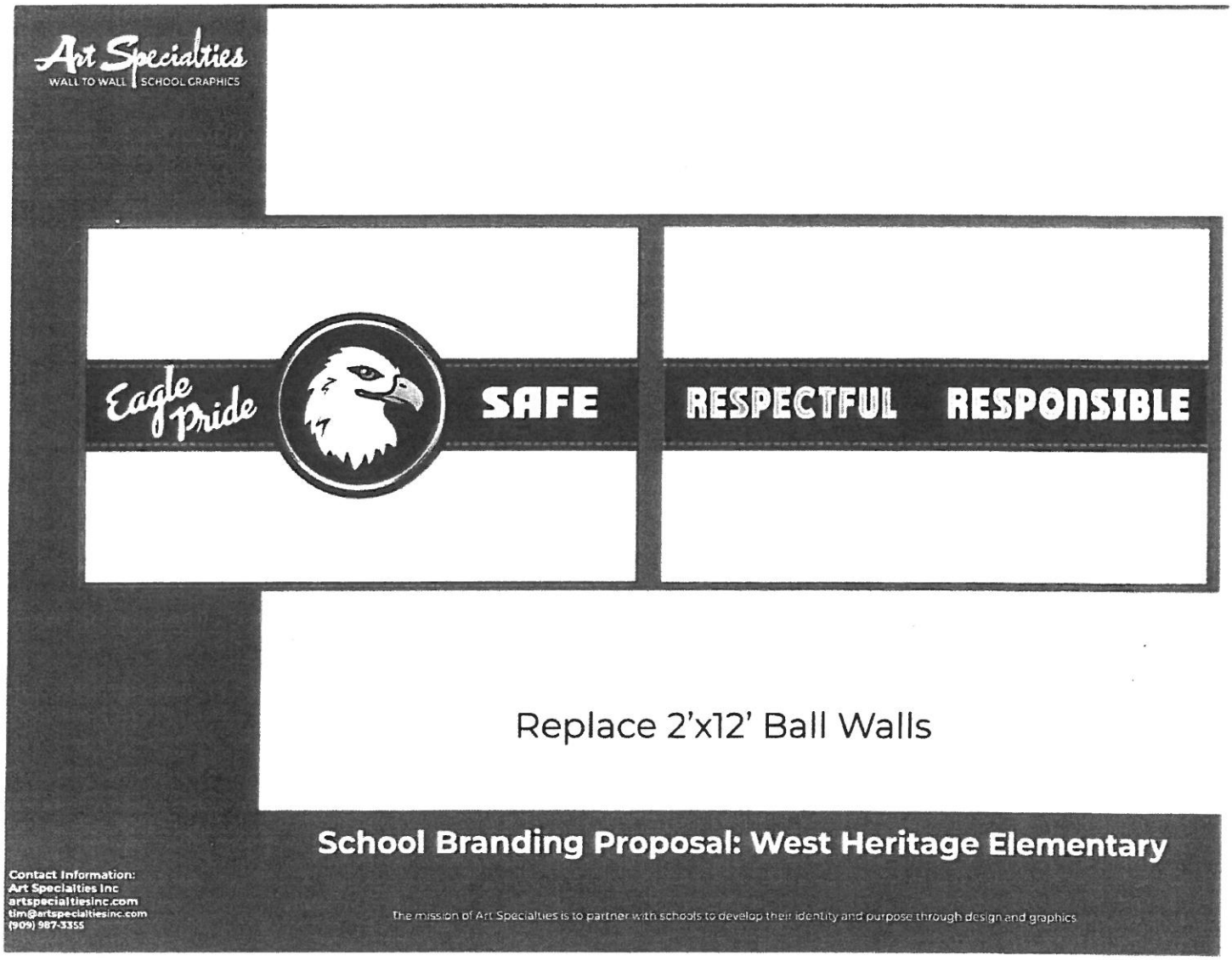
DESCRIPTION	QTY	RATE	AMOUNT
Replace "Eagle Pride" Ball Wall 2'x12' and 4' Logo - Design digitally printed, laminated and applied to acm panels	1	750.00	750.00
Replace "Respectful Responsible" Ball Wall 2'x12' - Design digitally printed, laminated and applied to acm panels	1	600.00	600.00
Installation	2	175.00	350.00

Prices include prevailing wage rate increases and DIR compliance requirements for all public works projects. Please see attached terms and conditions for more information. Prices are subject to change if this estimate is altered.

SUBTOTAL	1,700.00
TAX	104.63
TOTAL	**$1,804.63**

Accepted By

Accepted Date


Art Specialties
WALL TO WALL | SCHOOL GRAPHICS
Eagle Pride
SAFE
RESPECTFUL
RESPONSIBLE
Replace 2'x12' Ball Walls
School Branding Proposal: West Heritage Elementary
Contact Information:
Art Specialties Inc
artspecialtiesinc.com
tim@artspecialtiesinc.com
(909) 987-3355
The mission of Art Specialties is to partner with schools to develop their identity and purpose through design and graphics

Docusign Envelope ID: 7A0C6098-CED0-4A10-A1B0-F5494025C92F

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Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermín Jaramillo
Dayna Karsch
April McAllaster

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-8286 FAX (909) 899-8386

This agreement for nursing services (Agreement) is made and entered into by the Etiwanda School District (District) and **Angels on Earth Home Health, Inc** (Agency) for the services of private agency licensed vocational nurses (LVNs) during the 2024/2025 school year.

Responsibilities of the Agency

1. The Agency shall ensure that each LVN is aware of and understands all applicable District policies and procedures and shall require each nurse to conform to all such District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of the District and the Agency. Each LVN shall have completed the necessary educational prerequisites to be eligible to be a licensed vocational nurse in a school district setting, including proof of negative Tuberculosis test current within one year of service and issuance of fingerprint clearance pursuant to the California Education Code requirements.

2. If the Agency LVN has access to personally identifiable District student information, the Agency and LVN agrees to comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code.

3. The Agency must obtain ongoing orders from authorized healthcare providers pertaining to each student to whom a LVN is assigned. The orders will be kept in a log maintained by the LVN while working at the District school site.

4. Copies of all current plan(s) of treatment authorized by the student's healthcare provider and all updated plans will be provided to the district school nurse, if parent authorization is provided.

5. The Agency will notify the District if it assigns a new Agency nurse to an existing case (as per Exhibit A).

6. The Agency will comply with any reasonable request by the District to assign a different Agency nurse to a new or existing case (as per Exhibit A).

7. The Agency will ensure that its LVN has no physical limitations that will affect attending all scheduled field trips with District student. If so, the Agency will provide an approved substitute for the field trips and notify District of the substitute (as per Exhibit A).

8. The Agency will provide an approved Agency substitute for the District student in the event the assigned Agency LVN is ill or absent on any given school day (as per Exhibit A).

9. Before any Agency LVN commences working with District students, the Agency will supply the District with written certification providing:

    a. Agency shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come In Contact with District Pupils) to comply with the requirements of Education Code Section 45125.1.

b. None of the Agency employees or LVNs who may come into contact with District students has been convicted of a felony. If at any time during the term of this Agreement, Agency is either notified by the Department of Justice or otherwise becomes aware that any employee of Agency performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, Agency agrees to immediately notify the District and remove said employee from performing services on this Agreement.

c. All Agency employees and LVNs who may come into contact with District students have received a Tuberculosis clearance, pursuant to the California Education Code requirements.

d. All Agency employees and LVNs that who come into contact with District students are covered by the Agency's liability insurance and workers' compensation insurance, which the Agency shall keep current at all times.

e. All Agency employees and LVNs who may come into contact with District students possess current professional licenses including cardiopulmonary resuscitation certification to assist with the assigned students, which will be maintained by the Agency.

f. An emergency contact telephone number for the Agency.

g. The Agency's written copy of the plan of treatment authorized by each student's healthcare provider.

10. The Agency will supply each LVN with a copy of this Agreement at the time the LVN begins working with any District student.

Responsibilities of the LVN

1. Agency LVNs must wear name tags displaying the following in at least 18-point font: (1) name; and (2) state granted license in compliance with the California Business and Professions Code.

2. Agency LVNs must follow Etiwanda School District COVID protocols.

3. The Agency LVN and another District staff member will be present or within visual contact when providing toileting or diapering services to students.

4. Whenever possible, nursing care and procedures should be performed in a manner that does not disrupt classroom activities.

5. Agency LVNs are responsible only for nursing care, but will maintain awareness of and sensitivity to classroom interactions.

6. Agency LVNs will encourage normal interactions between the assigned student and other students, teachers, staff, and parents.

7. Agency LVNs will work with assigned students on specific activities under the direction of the classroom teacher. LVNs will not be responsible for teaching duties.

8. Agency LVNs agree to maintain confidential student information and comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code.

9. Agency LVNs will provide copies of agency nursing notes for assigned student to District School Nurse as proof of care, when requested.

10. Agency LVNs will use personal cellular telephones for emergencies only.

11. Agency LVNs will assume responsibility for following emergency procedures including participation in district fire drills, active shooter drills, lockdown drills and disaster drills with assigned student.

12. Agency LVNs shall ensure the assigned student is under his or her supervision at all scheduled times. If the LVN requires a restroom break during scheduled student time, a District staff member may escort the assigned student so as to remain within auditory distance and easy access to the LVN.

Responsibilities of the District

1. The District will provide Agency LVNs with appropriate space in which to work with their assigned students.

2. The District will notify Agency LVNs of any pertinent changes in a student's placement or educational services that may affect the LVN's ability to provide services to the student.

3. The District will maintain as confidential all medical and health-related student information provided by the Agency or the LVNs.

4. The District will notify the Agency of any concerns or complaints received regarding an LVN working for the Agency in a District facility.

General Provisions

1. The term of this Agreement is for one school year commencing September 16, 2024 and ending June 30, 2025. This Agreement may be terminated by mutual agreement of the District and the Agency or by either party giving at least 30 days' written notice of termination to the other party. This Agreement may be renewed for additional one-year terms by written agreement of the parties.

2. If any provision of this Agreement is held to be invalid or contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

3. This Agreement is subject to approval by the District's Governing Board.

4. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

5. For a period of twelve (12) months following that date on which Agency Employee last worked a shift at District, District agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Employees provided by Agency during the term of this Agreement. District understands and agrees that Agency is not an employment agency and that Employees are assigned to District to render temporary service(s) and are not assigned to become employed by District. District further acknowledges and agrees that there is a substantial investment in business related costs incurred by Agency in recruiting, training and employing Employees, to include advertisement, recruitment, interviewing, evaluation, reference checks, training and supervising Employees. In the event that District, or any affiliate, subsidiary, department, or division of District hires, employs or solicits Agency Employees, District will be in breach of this Agreement. District agrees to give Agency either (a) one hundred and eighty (180) days' prior written notice of its intent to hire, or employ, continuing to staff Employees through Agency for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days' notice period; OR (b) to pay Agency a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent

(30%) of such Employee's annualized salary (calculated as Weekly Hourly Pay Rate x 2080 Hours x 30%).

6. Each party shall agree to maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence/claim, $3,000,000 Sexual Abuse or Molestation Injury Insurance and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with services under this Agreement naming the Etiwanda School District as "Additional Insured". Each party shall give prompt written notice of any material change in coverage.

7. Each party shall agree to indemnify and hold harmless the other, and its directors, officers, employees and agents from and against any all claims, actions, or liabilities arising out of the wrongful or negligent acts or omissions of the indemnifying party, its directors, officers, employees or agents during the term of this Agreement.

8. Neither party shall be responsible for special, indirect, incidental, consequential or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, the parties have entered into this Agreement this 13th day of September 2024.

ETIWANDA SCHOOL DISTRICT

By: DocuSigned by: Douglas Claflin
A2613946E0184BE...
Douglas M. Claflin
Assistant Superintendent of Business Services

Signed by: Elizabeth Freer
488199951809488...
Elizabeth Freer
Executive Director of Special Education

DocuSigned by: Rebecca Pierce
E59F8F8CB7EC48...
Rebecca Pierce, RN, BSN
Health Services Coordinator

ANGELS ON EARTH HOME HEALTH, INC

By: Don Villarin
Printed Name of Angels on Earth Home Health, Inc Representative

Signed by: Don Villarin
2C42202A3DBA493...
Signature of Angels on Earth Home Health, Inc Representative

9/13/2024
Date

RC100324A-03

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Operations & Facilties Departm Date: 09/16/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 09/16/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and CMAX Sanitary Services, (hereafter "CONTRACTOR") located at

   Address: 316 North Corona Avenue City: Ontario Zip: 91764

   Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM:* The term of this agreement shall be for the period commencing on 09/13/2024 (date) through 06/30/2025 (date) inclusive; or, services shall be provided on the following dates _____

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
   WASHING OF COMPOST BINS (FOOD/ORGANIC BINS) FOR ESD SCHOOL SITES 2024-2025

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 27,615.36 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ 9/17/2023
Signature of CONTRACTOR Date

ETIWANDA SCHOOL DISTRICT: _____ 9/17/24
Signature of Superintendent/Designee Date

AGREEMENT TERMS & CONDITIONS

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK*: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

CMAX Sanitary Services

316 North Corona Avenue
Ontario, California 91764
(877) 792-7424
Sales@cmaxwash.com | CMAXwash.com

RECIPIENT:

Etiwanda School District

6061 East Avenue
Rancho Cucamonga, California 91739

Quote #9783

Sent on SEP 17 2024

Total $27,615.36

SERVICE ADDRESS:

6061 East Avenue
Rancho Cucamonga, California 91739

Product/Service	Description	Qty.	Unit Price	Total
Compost Bin Sanitation-Elementary Sites	Washing of Compost bins (Food/Organic Bins) Elementary sites to have 2 bins per site/13 Elementary school sites (13 sites x 2 bins per site=26 units @ $15.14 per unit) Intermediate sites to have 3 bins per site/4 Intermediate sites (4 sites x 3 bins per site=12 units @ $15.14 per unit) 38 units total weekly @ $15.14/unit = $575.32 $575.32 weekly x 4= $2301.28 Monthly Yearly total= $27,615.36 Scope of work Steam clean all oraganic/food waste bins ***Eliminates odors, pest, rodents, and bacteria from all organic waste*** -Steam clean inside and outside of bins -Sanitize all inside and outside of bins -Reclaim all dirty water into truck hopper -Removal of all non-permanent stain, spilled grease and all waste leaks and debris -Wash concrete pad if accessible where bin located -Provide and load pics as needed per visit	48	$575.32	$27,615.36

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
09/17/2024

Total $27,615.36

This quote is valid for the next 30 days, after which values may be subject to change.

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXXX.*(Approval of agreement/contract between Etiwanda School District and CMAX Sanitary Services, RC100324A-03)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees
of the Etiwanda School District

RC100324A-04

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Operations & Facilties Departme Date: 09/06/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special servic and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special servic and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professio services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 09/06/2024 (date) by and between Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), a PlaySafe, LLC, (hereafter "CONTRACTOR") located at

   Address: PO BOX 66056 City: Albuquerque Zip: 87193

   Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM:* The term of this agreement shall be for the period commencing on 09/06/2024 (date) through 06/30/2025 (date) inclusive; or, services shall be provided on the following dates _____.

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

   CONDUCT AN INVENTORY AND AUDIT OF THE PLAYGROUND SURFACING AND INSTALLATION AT 13 ELEMENTARY SITES FOR ESD 2024-2025.

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 19,500.00 for the performance all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit stati upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its ov equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the prop performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal tax associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and sh complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Departme of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement h been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192. respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performi services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written fi above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ 9-7-24
Signature of CONTRACTOR — Date

ETIWANDA SCHOOL DISTRICT: _____ 9-9-24
Signature of Superintendent/Designee — Date

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK:* DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

RECEIVED
09/05/2024
OPERATIONS

PlaySafe, LLC ®

035061-01

Recreational Consulting & Services

Proposal for the Etiwanda School District
Playground Surfacing Safety Audits

September 5, 2024

Ruben Lorita, Supervisor of Custodial & Grounds
Etiwanda School District
6061 East Ave, Etiwanda, CA 91739
909.803.3152 Office Ruben_Lorita@etiwanda.k12.ca.us

Dear Ruben,

Thank you for your request of services PlaySafe, LLC can provide. The following is a partial list of services we can provide and the associated costs. We look forward to working with you on your efforts.

Playground Surfacing Safety Audit
PlaySafe, LLC will conduct an inventory and audit of the playground surfacing, and installation at: 13 elementary schools within district - comprising 26 playground areas. PlaySafe, LLC has purchased, and our staff has trained with, an ASTM F1292/F3313 Standards Committee approved Free Fall Surface Testing System. This testing system enables PlaySafe, LLC to examine your surfacing on site to detect whether it complies with the ASTM F1292/F3313. We will test the surfacing at each playground. **If a fall height is not provided, PlaySafe, LLC will use real world heights.**

Cost: $19500.00 If you wish to use a credit card, please add $975.00.

PlaySafe, LLC staff members have dedicated our professional and personal lives to enhancing the lives of children. We have presented a unique and thorough auditing program proposal that has worked for communities (such as: Phoenix AZ, Dallas TX, and San Francisco CA) and school districts (for example: El Paso TX ISD, Los Angeles CA, Albuquerque NM, and Broward County FL) for over 27 years. All audits will be conducted by a team of inspectors (we have 3 CPSI Inspectors). Our promise to you is that we will dedicate all our resources to complete your safety audits on time and in detail! PlaySafe, LLC has been inspecting playgrounds since 1997 (27 years). PlaySafe, LLC staff have been playground inspectors for the following amount of time; Butch DeFillippo (30 years), Chris Orlando (21 years), Dr. Nancy White (19 years), Cherie DeFillippo (18 years).

Sincerely,
Sam DeFillippo
Sam "Butch" DeFillippo, MA, CPRP, NRPA Certified Playground Safety Inspector (CPSI),
Managing Partner

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
09/05/2024

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXXX.*(Approval of agreement/contract between Etiwanda School District and PlaySafe, LLC, RC100324A-04)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees
of the Etiwanda School District

WH100324R-02

Etiwanda School District
Agreement for Professional Services

Please check type of service: Presenter ☑

Originating School or Department: Business Department Date: 09/18/2024

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 09/18/2024 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and The Sawdust Factory, (hereafter "CONTRACTOR") located at

   Address: 1525 Howard Access Rd Ste F City: Upland Zip: 91786

   Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM:* The term of this agreement shall be for the period commencing on 12/04/2024 (date) through 12/04/2024 (date) inclusive; or, services shall be provided on the following dates _____.

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
   Creative Arts education

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 1,330.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*

   ☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: Heidi Astone — Signature of CONTRACTOR — 09/18/24 — Date

ETIWANDA SCHOOL DISTRICT: _____ — Signature of Superintendent/Designee — 9/19/24 — Date

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK*: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.
32. *WORKPLACE VIOLENCE PREVENTION PLAN:* Vendor, at its sole cost and expense, and as necessary to satisfy the requirements of the District's Workplace Violence Prevention Plan (WVPP), as provided on the District's website, will ensure that all required training is completed. Vendor must provide for completion of all required WVPP training, in the District's required format, prior to any of the Vendor's personnel coming into contact with the District's employees or students.

The Sawdust Factory

West Heritage - 2nd grade - 12/4/24

Estimate #000301

Estimate date
September 14, 2024

Estimate expiration date
Never

Customer
West Heritage Elementary
kimberly_cataldo@etiwanda.org

Message
DO NOT PAY THIS ESTIMATE. INVOICE WILL FOLLOW EVENT.
We look forward to working and creating with you.

4x6 Frame w/banner and shape (2 shape choices) ($12.00 ea.) × 90	**$1,080.00**
Travel Fee	**$250.00**
Subtotal	$1,330.00
Tax	$0.00
Total	**$1,330.00**

The Sawdust Factory
909-946-0866
info@thesawdustfactory.com

Contract/PO# ML100324R-01

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under $60,000

Contracts $1001 - $59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 3rd day of September 2024, by and between *Etiwanda School District* hereinafter called the *"District" and* Brown Friendly Island Concrete hereinafter called the *"Contractor."*

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for $5,800.00 the following services:
   Pour concrete for crossing walkway behind double gate (fire lane), etc. @ WIN (Proposal dated 8-27-24)
2. The term of this contract shall begin September 3rd, 2024, and end completion of work, 20 --------
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by *District*, and receipt of invoice.
4. Inspection shall be performed by Mike Higgins.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the *District.*
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

_____	Specifications/Scope of Work Statement
_____	Purchase Order
_____	Labor & Materials Release (must be submitted prior to payment)
_____	Workers' Compensation (must be submitted prior to commencing work)
x	Liability Insurance Certificates for $ 1 million personal and $1 million property damage These certificates must name the District and California Schools Risk Management as Additionally Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
_____	total Liquidated damages of $ _____ per calendar day to commence on _____ If Contract is over
_____	$24,999, labor material payment and performance bonds MUST be submitted.

8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Brown Sekona

Title: Owner

Signature: Brown Sekona

Company Name and Address:

Brown Friendly Island Concrete
7958 Henbane St.
Rancho Cucamonga, CA 91739

License: #893793 / DIR#1000021649

Name (Print): Michael Higgins

Title: Director of Operations & Facilities

Signature:

ETIWANDA SCHOOL DISTRICT

7. D.

RECEIVED
08/28/2024
OPERATIONS

No work order/Principal request

Brown Friendly Island Concrete

7958 Henbane St Rancho Cucamonga, Ca 91739
Phone (909)559-9414
STATE LIC. #893793/DIR # 1000021649
Email: isi14fon@verizon.net

Ship To: ETIWANDA OPERATIONS
Center-EOC
6012 East Ave
Etiwanda, Ca 91739
Phone# (909)899-2451

PROPOSAL

Date: Aug 27th, 2024 **Job Address:** Windrows Elementary

** An estimate to pour a concrete for a crossing walkway behind the double gate (fire lane) by dig up the dirt, haul away, cap the sprinklers and pour new concrete.

Total labor and Materials: **$5,800.00**

Brown Sekona

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
08/28/2024

SA100324A-01

Charlayne Sprague
Superintendent
Douglas M. Clafiin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermín Jaramillo
Dayna Karsch
April McAllaster

6012 East Avenue, Suite B
, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

9/12/2024

Amendment # 4 – Visser Bus Services

Amendment # 4 for contract entered into on July 1, 2021 between Etiwanda School District and Visser Bus Services. Updated rate sheet attached for 2024-2025 school year.

Mike Higgins
Director of Operations and Facilities
Etiwanda School District

9/13/24
Date

Brad Visser
Vice President
Visser Bus Services

9/13/24
Date

MH/rc

VISSER · BUS SERVICES ·

Visser Bus Services
1469 W. 9th Street
Upland CA 91786

May 25, 2023

Mike Higgins
Director of Operations and Facilities
Etiwanda School District
6061 East Ave.
Etiwanda CA 91739

Dear Mike,

Pursuant to the Home-to-School Transportation/Field Trips Agreement District wide, Visser Bus Services requests to apply for a five-year extension and general rate increase of on all rates for 2021-22, 2022-23, 2023-24, 2024-25, 2025-2026 school years. Below is the rate schedule for each year:

Type of Service	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	**Effective 7/1/2024**	Effective 7/1/2025
Base Rate for Etiwanda (4 hr. minimum)	$215.21	$219.51	$269.91	**$275.31**	$280.81
Base Rate for County (4 hr. minimum)	$262.08	$267.32	$272.67	**$278.12**	$283.68
Excess hourly rate Etiwanda and County	$45.66	$46.57	$47.50	**$48.45**	$49.42
Field Trip hourly rate (2 hr. minimum)	$55.46	$56.57	$57.70	**$58.85**	$60.03
Attendant Hourly Rate (4 hr. minimum)	$24.28	$24.77	$25.27	**$25.78**	$26.30
Visser Bus daily rental rate	$64.14	$65.42	$66.73	**$68.06**	$69.42
Maintenance (white fleet)	$56.10	$57.22	$58.36	**$59.53**	$60.72

We look forward to continuing our service to Etiwanda School District's transportation needs.

Brad Visser
Vice-President
Visser Bus Services

9/13/24
Mike Higgins
Director of Operations and Facilities
Etiwanda School District

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true, and correct copy of agenda item XXX*(Approval of Amendment #4 between Etiwanda School District and Visser Bus Services SA100324A-01)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024 of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true, and correct copy of the original agenda item adopted at said board meeting and entered in said minutes and that said agenda item has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees of the
Etiwanda School District

SA.072524A-28

Charlayne Sprague
Superintendent
Douglas M. Clafiin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermin Jaramillo
Dayna Karsch
April McAllaster

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 803-3022

July 1, 2024

Amendment # 3-Visser Bus Services

Amendment #3 for contract entered into on July 1, 2021 between Etiwanda School District and Visser Bus Services will increase for 2024-2025 as per the attached rate sheet.

Mike Higgins
Director of Operations and Facilities
Etiwanda School District

Brad Visser
Vice President
Visser Bus Services

MH/sa 7.1.24

RCO '23A-01

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

Etiwanda School District
1993

Board Approved

JUN 15 2023

Doug Claflin

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermin Jaramillo
Dayna Karsch
April McAllister

12999 Victoria Street, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

June 1, 2023

Amendment # 2 – Visser Bus Services

Amendment # 2 for contract into on July 1, 2021 between Etiwanda School District and Visser Bus Services will increase for 2023-2024 as per the attached rate sheet.

Mike Higgins
Director of Operations and Facilities
Etiwanda School District

Brad Visser
Vice-President
Visser Bus Services

MH/rc 6.1.23

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

C1-9852A-07

Board of Trustees
Brynna Cadman
Robert Garcia
Dayna Karsch
David W. Long
Mondi M. Taylor

12999 Victoria Street, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

Board Approved

AUG 25 2022

August 1, 2022

Doug Claflin

Amendment #1 – Visser Bus Services

Amendment #1 for contract entered into on July 1, 2021 between Etiwanda School District and Visser Bus Services will increase by 2.0% for 2022-2023 as per contract. See attached rate sheet.

Mark Wiggins
Director of Operations and Facilities
Etiwanda School District

Brad Visser
Vice-President
Visser Bus Services

Board Approved

August 19, 2021

Doug Claflin

RC081921A-01

TRANSPORTATION SERVICES CONTRACT

This Contract is made and entered into this day of July 1, 2021 ("Effective Date"), by and between the ETIWANDA SCHOOL DISTRICT, hereinafter referred to as "District", and VISSER BUS SERVICE, hereinafter referred to as "Contractor". This Contract supersedes and renders null and void all prior Contracts, contract amendments, addenda, payment schedules and provisions. The District and the Contractor for the consideration hereinafter named, mutually agree as follows:

1. SCOPE OF CONTRACT. The Contractor shall operate and maintain the vehicles identified in the Contractor's bid documents and accepted by the District for the transportation of students served in District programs (collectively referred to herein as "Identified Students"). Contractor shall provide all services, and meet all requirements identified and articulated in the Contractor's Bid Package and the Contract Documents, as defined in Section 3 below. As used in this Contract:

A. The term "daily service or route" is defined as all home-to-school and school-to-home transportation of any Identified Student which takes place at the beginning, midday or at the end of the school day for such students.

B. Routes shall be designed to ensure student ride times are less than one hour, unless specific prior written permission is obtained from District. Contractor must provide, for District review and approval, a detailed written procedure demonstrating how it will ensure all ride times are less than one hour and the actions it will take in case a ride time does not, or cannot, meet the one-hour drive time limitation.

C. The term "other transportation" as used herein, is defined as any transportation of students and District personnel, including, but not limited to, transportation to and from extracurricular or special events requested by the District.

D. The District, at its sole discretion, may assign staff to provide student assistance while student is accessing the transportation services under this Contract.

E. The District, at its sole discretion, may hire additional services providers to provide separate and distinct transportation services in which case Contractor shall work with District to coordinate all transportation services and work with District as necessary to ensure all District transportation services are meet during the course of this Contract.

F. A list of the Identified Students, along with their home and school addresses, is attached hereto as Exhibit "A" and incorporated into this Contract by reference. The District, at its sole discretion, may change the Identified Students by adding or removing students, or changing their respective drop off locations. The District may submit written notification to Contractor changing the Identified Students as provided herein, in which case Contractor shall issue new Routes and adjust its invoice charges to the District based on the changes. All Identified Students must provide evidence of a completed and accepted Transportation Application by the District.

2. TERM OF AGREEMENT: The term of the Contract shall be for a five (5) year period beginning on or about July 1, 2021 and ending on or about June 30, 2026. The District has no method to extend the agreement beyond the initial (5) five-year term and may solicit new bids for similar services to be provided after the contract expires or is otherwise terminated while this contract is still in effect.

3. AGREEMENT DOCUMENTS: The complete Contract binding the parties consists of this Contract, the District's Request for Bid ("RFB") Documents, including all associated documents identified as the "Contract Documents", and the Contractor's bid documents submitted in response to the RFB. In the event of any conflict between the terms of this Contract and Contractor's RFB response, the terms of this Contract shall govern.

4. PERMITS AND LICENSES: The Contractor, its employees and agents shall secure and maintain valid permits, licenses and certifications and shall comply with all applicable current and future background check laws that are required by law for the execution of this Contract.

5. DISTRICT FACILITIES AND PROPERTY: The District owns property in which it operates a vehicle parking, refueling and maintenance facilities (the "Facilities"). The District will grant to Contractor, for no license fee, the nonexclusive right to use the Facilities in the conduct of its operations hereunder. In addition to the District Facilities, Contractor will be required to provide a "Home Base Terminal" whereby Contractor's support staff is located and can be reached by the District at any time. District, at its sole discretion, may allow Contractor to use specified equipment owned by the District which may include selected and identified maintenance vehicles, excess transportation vehicles, and material and equipment for the repair and maintenance of Contractor's transportation vehicles (the "District Equipment"). Upon execution of this Agreement, the Parties shall meet in good faith and identify the specific District Equipment which shall be documented and incorporated into this Contract as a separate specific list. Contractor shall be solely responsible for costs incurred by the District as a result of Contractor's use of the District Facilities including any phone, cable or internet cost which shall be reimbursed to the District upon written request. In the alternative, Contractor may elect to use its own Facilities to provide any and all services set forth herein but must identify such Facilities in its bid response. All insurance obligations and requirements set forth herein shall apply to the District Equipment and Contractor shall provide additional documentation confirming Contractor's use of the District Equipment is covered by the insurance obligations set forth herein. Contractor shall also indemnify, hold harmless and defend the District and California Schools Risk Management against any harm, damage, or claim arising from the District Equipment as set forth in Section 8 below. District makes no representation, warranty, guarantee or promise with respect to the District Equipment. Contractor shall make use of the District Equipment at its sole risk and shall be solely responsible for ensuring the District Equipment is in proper condition and can provide the services as instituted by the Contractor.

A. Fuel: If Contractor so requests, the District may provide fuel for the vehicles used and operated by Contractor pursuant to this Contract. In the event the District exercises this option, this Agreement will be amended to reflect the condition applicable to use of the fuel and payment thereof.

6. INSURANCE: Insurance must be provided by an insurance company licensed to do business in California. All insurance required under this section must be obtained within ten (10) days of bid award and must be approved by the District. The Contractor shall furnish the District with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Commercial General Liability: The Contractor shall take out and maintain during the term of this Contract Commercial General Liability insurance for any and all claims for bodily injury, including death, personal and advertising injury, and property damage which may arise from the Contractor's operations under this Contract whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such policy shall be written on an occurrence basis with limits of not less than $10,000,000 (Ten million dollars) per occurrence. The District and its Officers, Agents, Employees, Servants and California Schools Risk Management shall be named, by way of an endorsement, as additional insured on any such policies of insurance which shall also contain a provision that the insurance afforded thereby to the District and its Officers, Agents, Employees, Servants and California Schools Risk Management shall be primary insurance to the full limits of liability of the policy, and that if the District or its Officers and Employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only..

B. Workers' Compensation Insurance: The Contractor shall have in effect during the entire life of this Contract, Workers' Compensation and Employer Liability Insurance providing full statutory

coverage, with a minimum limit amount of $1,000,000 (One million dollars). In signing this Contract, the Contractor makes the following certification required by Section 18 of the California Labor Code:

> "I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

C. Sexual Abuse/Molestation coverage: with limits of not less than $3,000,000.00 (Three-Million Dollars) per occurrence or claim. Such coverage maybe made part of the Commercial General Liability policy or procured as a separate policy.

D. Business Automobile insurance: coverage for all owned, non-owned and hired automobiles with limits of not less than $10,000,000 (Ten million dollars) per accident. Liability insurance shall provide insurance for passengers from the time they are delivered into the Contractor's custody, or the custody of its employees, when being picked up at home, school, or designated bus stop until returned to their normal or designated stop.

E. Garage Liability and Garage Keeper's Liability: If Contractor is required to perform repair or maintenance work on District's vehicles under this Agreement, Contractor shall maintain Garage Liability with limits of not less than $100,000 (One-hundred thousand dollars) per occurrence and Garage Keeper's Liability with limits of not less than $75,000 (Seventy-five thousand dollars) per occurrence.

F. All policies of insurance provided for herein shall be written as primary policies and any insurance or self-insurance maintained by the District shall not be required to contribute with it. Such policies shall be procured from responsible and solvent insurance companies authorized to do business in California with a current A.M. Best's rating of "A" (Excellent) or better and financial rating of A-VII or better. Prior to the commencement of the term hereof, the Contractor shall supply the District (and at all times during the term of the Agreement keep on file with the District) a true and correct copy of all such policies or a certificate of insurance accurately reflecting the coverage required hereby together with satisfactory evidence showing that all premiums thereon have been paid, and thereafter, as additional premiums become due, the Contractor shall supply the District, if requested, with satisfactory evidence that said premiums have been paid. In the event that the Contractor fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, any insurance required by this Agreement, or fails to carry insurance required by law or governmental regulation, the District may (but without obligation to do so) at any time or from time to time, and without notice, procure such insurance and pay the premiums therefore, in which event the Contractor shall repay the District all sums so paid by the District, together with ten percent (10%) interest per annum or the maximum allowed by law, whichever is the lesser, thereon and any costs or expenses incurred by the District in connection therewith, within ten (10) calendar days following the District's written demand to the Contractor for such payment.

After three (3) years from the date this Contract is first executed the District may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar District agreements by giving sixty (60) days written notice to Contractor. Any such increase shall be specified and confirmed in writing, signed by the parties, and made part of and incorporated by reference in this Contract.

G. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the District, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

H. Claims-Made Coverage. For any coverage that is provided on a claims-made form, the following shall apply:

(1) The retroactive date must be shown, and must be before the date of this Agreement and before the beginning of any services to be provided by Contractor hereunder;

(2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completions of the services by Contractor under this Agreement;

(3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended period of coverage for a minimum of three (3) years after completion of the services to be performed by Contractor hereunder.

I. Each policy evidencing insurance required to be carried by the Contractor shall be endorsed to contain the following provisions:

(a) Contractor's insurance shall be primary and any insurance procured or maintained by the District shall not be required to contribute with it.

(b) To the fullest extent permitted by law, the District, its officers, officials, employees, agents and volunteers shall be covered as additional insureds on all liability policies required under this Agreement.

(c) A Waiver of Subrogation by Contractor and its insurer(s) in favor of the District, its officers, officials, employees, agents and volunteers.

(d) The policies shall not be cancelled, non-renewed or materially reduced without providing the District with a minimum of thirty (30) calendar days prior written notice. The Contractor shall pay any additional insurance premiums which may be required for the inclusion of such provisions.

7. LEGAL REQUIREMENTS. Contractor must comply with all applicable laws, ordinances and other legal requirements related or applicable to the services required by this Contract, including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Dept. of Transportation, Washington, D.C. Contractor shall ensure compliance with all applicable laws and relations and will defend and indemnify the District from any claim, damage, or action arising from Contractor's failure, or allege failure, to comply with any applicable law or regulation, as set forth in Section 6 below.

8. HOLD HARMLESS AND INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District and its officers, employees, agents, independent contractors and California Schools Risk Management from any and all liabilities, claims, actions, judgments, suits, arbitration proceedings, demands, damages, losses, costs or expenses of any kind whatsoever without restriction or limitation, including any damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, based or asserted upon, incurred in relation to, as a consequence of, or arising out of, or in any way attributable actually, allegedly, or impliedly, in whole or in part, to the services to be performed under the Contract Documents. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

As part of this indemnity, Contractor shall protect and defend, at its own expense, District and its officers, employees, agents, independent contractors, and California Schools Risk Management from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article. The Contractor shall

defend any suit or action brought against the District embraced by this indemnity provision regardless of the actual negligence of the District. All obligations under this provision are to be paid by Contractor as they are incurred by the District. Contractor has no obligation under this indemnification agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole negligence or willful misconduct or active negligence of the District. Furthermore, to the fullest extent permitted by law, Contractor agrees to indemnify, and hold District entirely harmless from all liability arising out of:

A. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this AGREEMENT; and

B. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor, the District, the Identified Students, or any person, firm or corporation employed by the Contractor or the District upon or in connection with the services provided by Contractor, except for liability resulting from the active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District; and

C. The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of this Section 8, that may be brought or instituted against the District, its officers, agents, employees, and California Schools Risk Management on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This obligation to indemnify and defend the District as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination or completion of the Project for the full period of time allowed by law. By execution of a Contract for the Project, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. The District's acceptance of the insurance policies evidenced by Contractor in accordance with the requirements of the Project Contract does not in any way relieve the Contractor or subcontractors from liability under this section. The parties agree that if any part of this indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor

9. SAFETY PROGRAM: The Contractor shall provide regular and continuous formal safety instruction for all operating personnel, including, but not limited to, District's employees assigned to accompany students on vehicles, assigned pursuant to this Contract. All operating personnel shall be required to attend regularly scheduled monthly safety meetings while school is in session. The District's Designee(s) shall be notified in advance of the meeting time and location and may attend the meetings, as needed. All Safety and Training and in-service meetings will be conducted in San Bernardino County and shall be coordinated to enable District employees to attend. Contractor shall provide written reports summarizing the Safety Program to the District for review. The District and Contractor shall work together in good faith to modify the Safety Program to meet the needs of the District, its staff, and its students.

A. In accordance with State Law the Contractor will conduct school bus evacuation drills once during each academic year at no cost to the District. The evacuation schedules will be prepared by the Contractor and provided to the District's Designees.

B. Prior to departure on a school activity trip, all pupils riding on the school bus shall receive safety instruction that includes, but is not limited to, location of emergency exits, location and use of emergency equipment and responsibilities of passengers seated next to emergency exits.

C. The District reserves the right to call periodic bus driver training meetings, at the Contractor's expense, and require mandatory attendance of all regular drivers working trips under this Contract. Such meetings shall not exceed three (3) hours per year per driver, not including travel time.

D. The Contractor, at its expense, shall provide sufficient training hours for all drivers, to maintain required California Highway Patrol bus driver certification. The Contractor shall record hours on required TO-1 and TO-2 cards for all drivers.

E. The District reserves the right to have the District's Designees check and ride on Contractor vehicles and routes throughout the term of this Contract.

F. The District reserves the right to have the District's Designees speak directly to any driver of the Contractor regarding a route/student issue.

10. ASSIGNMENT OR SUBCONTRACTING: The Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the advance written consent of the District, except on a short term, interim basis in the event of emergency. The District may require, as a condition of its written consent of any such assignment, transfer or subcontract, satisfactory written evidence that the party or entity proposed by Contractor to provide services under this Contract (the "Subcontractor") has sufficient qualifications and ability to meet the District's needs and requirements for the specified services in accordance with this Contract. Contractor must also provide written confirmation that the Subcontractor can and will ensure all employees used by the Subcontractor to provide the specified services are adequately trained and meet all applicable regulations with respect to services provided to the District students, including, but not limited to, background checks. The District, at its sole discretion, may reject any Subcontractor if the District determines that the Subcontractor cannot or may not meet the requirements of this Contract for any reason. The Contractor shall remain solely responsible for, and shall indemnify and hold the District harmless for, any claim, harm, damage, or action arising out of the Subcontractor's actions or omissions as set forth in Section 8 above, notwithstanding the District's approval of the Subcontractor. The District may revoke its consent to any Subcontractor, and require the Contractor to replace the Subcontractor or self-perform the services if the Subcontractor fails to meet any requirements set forth in this Contract at any time. The District shall, should the Contractor be unable to provide personnel and vehicles necessary to meet the terms of this Contract, bring in additional drivers and vehicles at no cost to the District. All costs for such services shall be borne and paid by Contractor.

11. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor and not an Officer, Agent or Employee of the District. Contractor understands and agrees that Contractor's employees are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Contractor's employees.

12. FORCE MAJEURE CLAUSE: The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government when satisfactory evidence thereof is presented to District, in writing, within five (5) days after the date on which the Contractor first failed to provide said services demonstrating that the nonperformance is not due to the fault or negligence of Contractor.

13. RELATIONS WITH THE PUBLIC: It is the intent of the District to obtain the best quality transportation available that incorporates the highest performance standards and safety for the education and benefit of the Identified Students. The Contractor agrees to make available personnel to immediately evaluate the performance of any driver upon request of the District's Designee(s), at no cost to the District.

Upon receipt of any performance evaluation, District may require Contractor to replace any personnel providing services to the District for any reason at no additional cost to the District. The Contractor will cooperate in all manners within its means in maintaining an image commensurate with the goals of the District. The District reserves the right to have those Contractor employees who do not meet these standards removed from service under this Contract and immediately replaced at no cost to the District.

14. EMERGENCY / EVACUATION / ACCIDENT PLAN: Prior to the opening of the academic/school year, the District's Designees will meet with the Contractor to establish procedures for use in the event of an emergency, evacuation, accident and/or terrorist threat (the "Emergency Plan"). Contractor shall develop a written Emergency Plan to be submitted and approved by the District prior to providing any services under this Contract. The Contractor's Emergency Plan shall be considered part of this Contract and any failure by Contractor to meet the requirements of the Emergency Plan shall be grounds for immediate termination of this Contract. The District's approval of the Emergency Plan shall in no way be construed as relieving Contractor from its obligation to indemnify the District from any harm arising under this Contract, as set forth in Section 8 above.

15. CONTRACTOR PERSONNEL.

A. The Contractor shall provide, at a minimum, the following management and supervisory staff:

i. General Manager. The General Manager shall deal directly with the District designee(s) on all matters concerning the implementation and operation of this Contract.

ii. Operations Supervisor. The Operations Supervisor shall supervise the Drivers workforce and is responsible for coordinating the daily operations (driver, routing and vehicle activities) necessary to ensure continuing service and customer satisfaction, working in conjunction with the Safety Training Supervisor and/or the General Manager.

iii. State Certified Safety and Training Supervisor. The State Certified Safety and Training Supervisor shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train the Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.

iv. Lead Dispatcher. The Lead Dispatcher shall be responsible for dispatching, assisting in filling bus schedules and communicating with parents and teachers regarding bus schedules and delays.

v. Fleet Maintenance Supervisor. The Fleet Maintenance Supervisor shall be responsible directly to the General Manager for the safety and mechanical conditions of the Contractor's vehicles. The Contractor must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for District inspection at all times.

B. All personnel assigned to perform under this Contract shall be subject to continuous approval the District. All drivers employed by the Contractor to provide service in this Contract shall have and maintain valid California School Bus Driver Certification at all times and meet the standards set forth herein and established by the District for employees coming in contact with District students. All crimes committed by the drivers shall immediately be communicated to District in writing. All drivers are required to follow CHP 82.7 rules and regulations.

C. Should any concern arise regarding the appropriateness of any driver on a route, the Contractor shall, upon notice from the District's Designee(s), immediately remove and replace the driver from conveying any identified Students until such time as the concern is resolved. The District's Designee(s) may provide verbal or written notice of unsatisfactory service by any driver. The Contractor will investigate and reply with a written response on steps taken to correct/address the problem within 12 hours. The District, at its sole discretion, may determine whether the drive may be reinstated or permanently removed.

D. Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, mental or physical disability, or national origin be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

E. Contractor shall notify and obtain written approval of any change in it's agreed upon transportation routes. Contractor operations staff and all drivers shall be responsible for notifying each parent on their route, in advance, should a route time change become necessary.

F. The District shall provide Contractor with a list of approved items to be transported with students. All drivers are required to obtain approval from the District if asked to transport an item or items other than those approved by the District's Designee(s) prior to transporting any unapproved item.

G. All drivers shall be required to immediately notify the District in writing of any student transported under this Contract who has not ridden the bus for any one-week period, provided the District's Designee(s) has not notified the Contractor of the impending absence.

H. All drivers shall follow the routes as approved by the District's Designee(s) and shall notify the District immediately if any approved route cannot be followed for any reason. The District reserves the right to request change of the route assignment of any driver if the best interest of the District will be served in which case, Contractor shall meet with District to develop alternative routes.

I. As applicable, it shall be the driver's responsibility to ensure that car seats, seat belts, safety vests, buckle guards, belly belts, safety vest straps and/or wrist restraints are properly adjusted and fastened as soon as the student transported under this Contract enters their seat and for the duration of the trip. Contractor must ensure identified Students who are in wheelchairs are adequately secured within the bus by the driver to prevent movement or tipping during normal turning, acceleration or deceleration of the bus. The Contractor shall not transport any student who cannot be properly and safely transported due to improper or non-working equipment. Contractor shall notify the District's Designee(s) immediately of any student equipment not in proper transport or working condition and follow the District's direction with respect to transportation. In no event shall the District be responsible for any harm or claim arising from the transportation of any student with improper, non-working, or broken equipment. Contractor shall indemnify and defend the District from any harm or claim arising from the transportation of any student in accordance with Section 8 of this Contract. Contractor's notification to the District of any improper or non-working equipment shall not relieve Contractor from its indemnity obligations and shall not be construed as making the District liable for any harm or claim resulting from transport of students with improper or non-working equipment. Students transported under this Contract who have been issued a safety vest must wear the vest during transport. If the safety vest is not available, the student shall not be transported for safety reasons. Wheelchairs and car seats will be provided by the parent/guardian. All other safety equipment will be provided by the Contractor. District may request inspection of all safety equipment provided in the Contractor's vehicles at any time and may require modifications or additions throughout the term of the Contract at no additional cost to the District.

J. Each school bus driver employed by the Contractor to provide service to the District shall be in good health. Each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis prior to driving a school bus in service of the District. Chest x-rays or skin tests shall be required every four (4) years at Contractor's expense. Contractor shall establish and maintain a record-

keeping system to assure that each driver meets these requirements. These records shall be available for review by the District.

K. Contractor shall ensure all routes are covered by approved drivers if any driver is ill or becomes unable to provide services.

L. Contractor must ensure all drivers comply with all requirements set forth in this Contract.

M. If Drivers are required to transport students in wheelchairs, safety vests or car seats and must receive appropriate training or retraining in special equipment needs before they are allowed to begin transporting these students. All drivers shall be physically capable of performing the required techniques. No driver shall be required to lift identified Students on/off the bus.

N. Drivers shall not be required to transport sick children or children with contagious afflictions (i.e., chicken pox, pink eye, lice). If a driver expects a student is ill or should not be transported for any reason, Contractor shall notify the District immediately.

O. Contractor shall provide all drivers with a handbook, which states the driver's duties and responsibilities.

P. Contractor shall require all drivers, including substitute and stand-by drivers, to have an accurate timepiece with them while on duty so that the driver can maintain established scheduled route times.

Q. All drivers, including substitute and stand-by drivers, shall be required to have access to, and utilize, up-to-date Global Positioning System (GPS) technology to allow all drivers to monitor their location and track their routes, at all times.

R. At no time shall Contractor disembark a student transported under this Contract at a specific location without a receiving adult in attendance unless the student's parent or guardian has executed a Release from Responsibility form. Each driver shall notify Dispatch and await instructions when there is no parent or guardian present to receive a student transported under this Contract without such signed form. The District's Designee(s) will notify Contractor when a completed Release from Responsibility form has been executed authorizing the Contractor to leave a student transported under this Contract at a specific location without a receiving parent or guardian in attendance. Prior to notifying the Contractor, the District's Designee(s) will require that this form be signed by the student's parent or guardian and by the authorized signature of the District. In the event a claim, suit or other legal proceeding is filed alleging liability based on leaving a student transported under this Contract without a receiving parent or guardian in attendance and no Release from Responsibility form has been signed and the Contractor has been properly advised, the Contractor shall be solely responsible for defense of any such action and for the payment of any judgment that may be rendered.

S. When specified by the District's Designee(s), a student transported under this Contract may be required to transfer from one bus to another on any trip to or from school. At no time will the Contractor transfer any student transported under this Contract without the prior approval of the District's Designee(s).

T. Any/all information given to drivers regarding students is to be considered confidential and under no conditions shall this information be used in violation of privacy rights of the students, their parents or guardians or caregivers. Any breach of confidentiality may result in legal action and/or disciplinary action against those responsible. Information/old route sheets must be shredded as soon as a replacement route sheet is generated. Drivers shall not discuss any student information or data.

U. All drivers shall be neatly groomed, appropriately dressed in uniform, and wear a company I.D. badge with name and picture. Drivers shall not smoke or use tobacco products and shall not eat while on a route.

V. Drivers shall be evaluated by the Contractor for the purpose of observing his/her driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of pupils; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the District. All drivers assigned to perform services under this agreement shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of a school bus accident, the school bus driver shall be re-evaluated and retrained.

W. Contractor shall comply with the applicable provisions of Education Code section 45125.1 with respect to all employees who may come in contact with District students. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor who may contact the Identified Students, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment. Contractor must also provide the District with a list of all employees providing services pursuant to this Contract and update the list in writing upon any change in personnel or staffing. In performing the services set forth in this Contract, Contractor shall not utilize any employees who are not included on the above-referenced list.

16. STAND-BY DRIVERS: Contractor shall provide sufficient regular CHP certified stand-by drivers on a daily basis. Stand-by drivers shall constitute a minimum of and, in any event, not less than ten percent (10%) of the total number of regularly scheduled drivers. These stand-by drivers are to report to work on a schedule set by the Contractor and approved by District's Designee(s) to assure that routes will not be missed because of late or absent drivers. All Stand-by Drivers shall be subject to the same rules and requirements as applicable to Contractor's regular drivers.

In addition to the foregoing requirements, no relief, stand-by or newly assigned regular driver shall be dispatched on a route under this Contract without being fully trained by the Contractor in the use of any and all equipment needed to safely transport the Identified Students on the route and approved by the District. Each driver must receive a full orientation by the Contractor as to the type of student and/or conditions to be expected on the route, special problems and a review of the route sheet.

17. SCHOOL BUS ASSISTANTS: The District may employ and assign school bus assistants for pupils who require assistance, because of the nature and/or severity of their handicapping condition. Contractor shall cooperate with District and District employee to enable the employee to provide the appropriate assistance to the student.

16. COLLECTIVE BARGAINING AGREEMENTS AND PREVAILING WAGE RATE: Prior to commencement of services under this Contract, the parties hereto shall formulate a plan for continuing transportation services to Identified Students during a work stoppage or labor dispute that would disrupt transportation services to the District and said plan shall be a part of any labor agreement between Contractor and Contractor's employees.

Contractor shall comply with all wage requirements with respect to all paid employees of the Contractor during the entire term of the Contract and shall indemnify and hold the District harmless for any claim or damage arising from Contractor's payment of wages. Contractor shall be solely responsible for determining the wage requirements applicable to its employees.

In addition to the provisions contained in the section entitled TERMINATION OF AGREEMENT, the District reserves the right to assign the areas covered by this section to another Contractor, either in whole or in part, whenever the Contractor is unable to perform due to lack of personnel

or vehicles, or upon the occurrence of such other conditions as are specified in the paragraph entitled MAJEURE. In this event the assignment will cover the period in which the Contractor is unable to perform and will end, with the District's agreement, when the Contractor has presented satisfactory evidence to the District that the Contractor is able to perform the work hereunder.

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof including all relevant information with respect thereto to the District.

19. ACCIDENT NOTIFICATION AND REPORTS: The Contractor must immediately notify the District's Designee(s) of an accident involving a school bus operating under this Contract. Further, the Contractor must provide updated information to the District's Designee(s) as it becomes available. Initial accident reports may be delivered verbally, however, a written report which includes all pertinent information must be provided by the Contractor as soon as possible but in no event later than 24 hours after the accident. The Contractor must provide the California Highway Patrol / Police reports to the Designee(s) as soon as it becomes available. The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the DISTRICT. As required by Government Code Section 8546.7, or any amendments thereto, all books, records and files of the CONTRACTOR and the DISTRICT connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor of the State of California, at the request of the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment is made under this Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

All reportable accidents (as defined by law) involving the CONTRACTOR'S personnel while operating for the DISTRICT shall be reported to the DISTRICT. Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the DISTRICT, at its option.

20. DISTRICT PAYMENT AND BILLING: DISTRICT agrees to pay CONTRACTOR for the services in accordance with the rates set forth within the Contract Documents for a total base contract amount of SIX MILLION TWENTY THOUSAND EIGHT HUNDRED NINETY DOLLARS ($6,020890.00) inclusive all associated costs, for all services performed and expenses incurred pursuant to this Contract. Charges for routes in addition to the number specified in the contract documents and services considered to be outside the scope of this contract shall be calculated and billed per the rates provided below by the contractor as part of their bid.

RATES*	
Type of Service	Effective July 1, 2021
Base Rate for Etiwanda (4hr minimum)	$215.21
Bus Rate for County (4hr minimum)	$202.08
Bus Excess Hourly Rate Etiwanda and County (over 4 hours)	$45.66
Field Trip hourly rate (2hr minimum)	$65.46
Attendant Hourly Rate (4hr minimum)	$24.28
Bus daily rental rate	$84.14
Maintenance of White Fleet (hourly rate)	$66.10

*As established in the CONTRACTOR'S bid, these rates will increased by 2% annually for the duration of the contract.

Contractor shall submit written invoices to the District on a monthly basis documenting all unpaid costs incurred by the District for the prior month. Monthly invoices must include sufficient information and detail to inform the District of all services rendered and the associated costs. If the District disputes or disagrees with any charge included in any submitted invoice, the District may submit a written notification of the objection in which case Contractor must provide all supporting documents, including driving records and logs, as

applicable, to support the charge. Contractor shall not be entitled to payment for any charge that is not supported with sufficient information and back up documentation, to be determined at the District's sole discretion. All invoices must be submitted within thirty-five (35) days of the service provided and the District may reject any invoice or charge seeking payment for any service provided after this thirty-five (35) day limit. The District will not pay for any service provided outside of the terms of this agreement, meaning any service not related to the transportation services provided to the Identified Students or any written request and authorization for additional services.

20. ACCOUNTING: The Contractor shall provide the District's Designee(s) with an alphabetical listing of drivers and their routes which shall be incorporated into this Contract for billing purposes. Contractor shall provide updates immediately upon changes to the Scheduled Routes, the assigned drivers, or additional routes added due to Additional Services. District shall provide payment pursuant to the invoice process set forth in Section 20 below only for approved and received routes.

21. CANCELLED ROUTES OR DAILY SERVICE: The District shall not be obligated to accept or pay for any route herein agreed to be furnished by the Contractor on any day transportation is not needed, provided the District's Designee(s) has notified the Contractor no later than four (4) hours before the route was to be run. The District reserves the right to use drivers and vehicles of cancelled routes for other purposes (i.e., field trips, route evaluations, etc.) on the days the route is cancelled.

22. UNSCHEDULED CLOSING OF SCHOOLS: The District shall not be obligated to accept or pay the 4-hour minimum Daily Rate on those days when, by the direction of the District, or by any other lawful mandate, District classes or schools are closed to ensure the health and safety of the students or for any other lawful reason. The District's Designee(s) shall notify the Contractor immediately upon notification of such closure.

23. OTHER DAYS: "Other" days are those days when school is not in full session. On such "Other" days, as designated by the District's Designee(s) the number of vehicles and the type of service shall be on an "as-requested" basis. A separate billing consolidation will be prepared on such "Other" days.

24. DAMAGES ON FAILURE TO PROVIDE SERVICE: It is agreed by the Contractor and the District that due to the nature of the services to be rendered it would be impractical and extremely difficult to fix the actual damage caused by a failure to provide service under the Contract. Accordingly, the District, at its sole discretion, shall have the right to assess as penalty the amount(s) set out below, in addition to the rights and remedies granted to the District for deficient performance:

A. $300.00 (Three hundred dollars) shall be assessed for each morning route, or part thereof, that is 15 minutes, or more, late (routes starting in the morning)

B. $300.00 (Three hundred dollars) shall be assessed for each midday route, or part thereof, that is 15 minutes, or more, late (routes starting midday.)

C. $300.00 (Three hundred dollars) shall be assessed for each afternoon route, or part thereof, that is 15 minutes, or more, late (routes starting in the afternoon)

D. In addition, failure of the Contractor to provide the District's Designee(s) immediately or within a reasonable time, as dictated by the nature of the occurrence or incident, complete and accurate information relating, but not limited to, late routes, routes covered by stand-by/cover drivers, accidents, shortage of spare vehicles or the failure to use properly equipped vehicles as required by this Contract, will result in an assessment of liquidated damages of $400.00 (Four hundred dollars) per bus and continuing at said rate for so long as Contractor fails to meet the requirements of this paragraph.

E. An additional penalty of $100.00 (One hundred dollars) will be assessed if lateness is a result of insufficient drivers or spare vehicles.

F. Assessment of such penalties by the District shall in no way relieve the Contractor of its obligation to provide spare vehicles and certified drivers sufficient to cover all interruptions in service to the District due to failure of equipment or lack of personnel.

25. ADJUSTMENT OF RATES: All rates provided herein shall remain constant throughout the term of the Contract. Contractor shall consider potential rising costs of fuel in its bid documents.

26. ROUTES AND SCHEDULES: Contractor shall work with District to develop specific bus routes, schedules, pick-up/drop-off locations, loading/unloading zones and times (the "Schedule Routes"). All routes for home to school transportation shall be planned to ensure no student is on the bus for greater than 60 minutes unless prior express written permission from District. Contractor shall submit proposed Schedule Routes for the District's review and approval for every identified Student that is to receive services by Contractor along with confirmation that each Schedule Route meets the 60 minute or less requirement. Upon written approval of the District, Contractor must ensure the Schedule Routes are followed by all drivers without exception or deviation. District reserves the right to request revisions to the Schedule Routes throughout the term of the Contract as deemed necessary and add special routes for special events or address special needs. If, at any time during the term of this Agreement, it is determined that services may be improved by the revisions to routing, scheduling, or bus assignment, the Contractor shall be responsible for planning and instituting such changes in a timely manner.

A. If the Contractor is asked to travel on a public road or enter private property that in the opinion of the Contractor endangers District students, personnel or equipment, the District's Designee(s) must be notified immediately. The Contractor shall send safety and training personnel to evaluate the area and immediately provide a written assessment of the public road or private property to the District. District reserves the right to require Contractor to provide an alternative route if the route is determined to be dangerous. However, District's approval of any route shall in no way be construed as relieving or altering Contractor's indemnity requirements as set forth in Section 7 herein.

B. All Scheduled Routes must be approved by the District, in writing, at least ten (10) business days before prior to the beginning of the school year. Upon approval of the Scheduled Routes, the Contractor shall provide the District with digital route masters, which list all students to be transported, at least two (2) weeks prior to the first day of each academic session. The route masters shall include: the name of each student, the school district that the student attends, the order of pickup or delivery, pickup or delivery address, the school and program to which the student is assigned, the arrival and departure times of the assigned routes, the size and type of student equipment, and an indication of whether or not the student requires special handling.

C. Final routes will be provided to the District no later than two (2) weeks before school starts. The District's Designee(s) reserves the right to change school hours, routes, consolidations and schedules at any time provided that the Contractor will be given at least three (3) days prior written notice. During the first month of school, the Contractor recognizes that numerous changes in routes and schedules may be required and will cooperate with District's Designee(s) to implement required changes as quickly and orderly as possible.

D. All routes must originate from the Facilities and drivers may not start routes from their personal homes or another location. Prior to the beginning of the route, Contractor must ensure that a Contractor employee inspects and certifies that the bus is suitable for service by inspecting the condition of the bus and ensuring all equipment required for transportation services by this Contract are operational on the bus. Contractor shall be solely responsible for identifying the employee with the requisite knowledge to provide the required inspection and certification and may assign drivers with the inspection responsibility. However, Contractor shall be solely responsible for any harm, claim, or damage resulting from an incomplete or inadequate inspection. Contractor must also ensure the driver is in proper condition to provide transportation services by checking to ensure the driver able to provide driving and all associated services required by this Contract, including, but not limited to, ensuring the driver is not under the influence of any mediation, drug, or suffers from any condition, including sickness or lack of sleep, that may affect their ability to provide driving or the transportation services required by this Contract. If Contractor

determines any vehicle or driver is not fit for service, Contractor shall provide a replacement to immediately meet its contractual and service requirements and shall not be excused from any resulting delay. Contractor shall indemnify District from any harm arising from Contractor's failure to provide proper drivers and equipment as set forth in the indemnity requirements in section 5 and no certification or inspection performed by Contractor shall release contractor from its indemnity requirements.

E. Field Trips and Other School Sponsored Activities. The Contractor agrees to provide transportation service for field trips and other school sponsored activities as may be authorized by the District. For field trips, or other school sponsored activities, the District will contact the Contractor at least ten (10) calendar days prior to the scheduled activity. In the event inadequate buses or drivers are available, the District may contact another transportation firm and request the service.

F. The District shall have the option to cancel any scheduled field trip or other school sponsored activity upon the District's notification to the Contractor at least two (2) hours prior to the time of the first scheduled pupil pick-up. If cancelled at the pick-up points, the District shall pay Contractor for the driver's time and mileage to and from the District's Facility, but not to exceed Fifty Dollars ($50.00).

27. CHANGE DRIVERS: Since frequent changes in drivers have an adverse effect on the students, once a driver is assigned to a route, he/she must remain on the route unless the District requires a replacement or the driver is no longer able to provide services to the District.

28. DRY RUNS: Orientation dry runs will be conducted for all routes prior to the beginning of a new school year and/or each time a route is changed. Parent information cards including route number, driver's name and pickup/drop off time, will be required for all routes during each dry run. The cost of the 1 (one) dry run and driver orientation shall be paid for by the District.

29. VEHICLES: The District currently owns (6) six 75 passenger conventional buses, (11) eleven 78-81 passenger CNG transits, and (13) special needs vans. (collectively referred to as the "District Buses") which shall be used by Contractor to provide the services described herein. The District will offer the District Buses in an "as is" condition and makes no warranty as to the sufficiency of their condition or status to provide the services required herein. Contractor shall be solely responsible for the care, custody and control of all District Buses at no additional cost to the District and shall take all actions necessary to properly maintain all District Buses mechanically and repair any damage occurring to the District Buses, from whatever cause, whether by fire, vandalism, collision, or otherwise. Contractor shall be solely responsible for ensuring the District Buses meet the requirements set forth herein and shall provide all services, inspections, and necessary equipment and upgrades at its sole cost to ensure compliance with the requirements set forth herein. Upon expiration of this Agreement, Contractor shall return all buses provided by the District to the District in the condition originally received by Contractor, ordinary wear and tear expected. Contractor shall not use the District Buses for any other purpose except providing District services pursuant to this Contract.

A. If Contractor provides additional vehicles to meet its obligations set forth herein, the Contractor shall provide only certified school buses which meet all applicable regulations and laws relating to student transportation in California including all relevant requirements of the California Vehicle Code, Titles 5 and 13 of the California Administrative Code, all applicable rules, regulations and orders of the California Highway Patrol and the California Education Code. Contractor shall ensure all vehicles provided pursuant to this Agreement, including District Buses and Contractor-supplied vehicles, meet the following requirements:

I) All vehicles must meet or exceed the safety standards for school vehicles as established by Federal Motor Safety Standards and do not violate the following requirements: All vehicles shall have tinted windows, AM/FM radios and shall provide forward-facing location for wheelchairs and shoulder straps. All vehicles provided by Contractor under this Contract shall be equipped with air conditioning. Each vehicle must be equipped with a Zonar system or other comparably equipped electronic tracking system. Contractor shall ensure this system is in working order at all times throughout the contract. Contractor shall provide the District with any or all reports

available from this system as requested by the District. Each vehicle must be equipped with a video and sound surveillance.

ii) All vehicles the Contractor proposes to furnish shall be subject to the approval and acceptance of the District. A bus offered which, in the opinion of the District, is not suitable for its intended use shall be immediately replaced by a bus of design acceptable to the District at no additional cost to the District. The District's approval or review of any bus shall in no way limit Contractor's requirements to ensure each bus meets the requirements set forth herein or reduce Contractor's obligation to indemnify and defend the District for any harm arising from its failure to provide proper vehicles as set forth herein.

iii) All vehicles shall meet requirements of construction as established by Federal Motor Vehicle Safety Standards Numbers 217, 220, 221 and 222 inclusive. The Contractor must furnish an Inspection Approval Certificate issued by the California Highway Patrol certifying that any bus used in this Contract is in compliance with said provisions of the Vehicle Code and Regulations of the State Board of Education. The Contractor agrees that all vehicles be supplied with a hand-held stop sign for red-light crossing. The Contractor agrees that all vehicles shall be in excellent mechanical condition and appearance at all times. The District reserves the right to inspect vehicles and associated equipment at any time during this contract. Vehicles which are deemed to be unfit for providing the required service or which do not have a current certification shall immediately be replaced by the Contractor with another bus in proper condition of the appropriate size, type and capacity. All required special education equipment shall be installed on all such replacement vehicles. All vehicles must be able to provide services for any student twelve (12) years or younger.

iv) All vehicles, including spare vehicles purchased on or after 2012, identified as being used for the transportation of students under this Contract, shall be equipped with seat belts, shoulder safety straps, and all safety devices (i.e.: safety vests, buckle guards, belly belts) needed to provide for the safe transportation of riders.

v) All vehicles, including spare vehicles, shall be equipped with 10B:C fire extinguishers, bodily fluid kits, first aid kits and a hand-held stop sign for red-light crossing.

vii) If, during the period of the Contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, such modifications or installation shall be made by the Contractor without notification from the District. The cost of such modification and/or installation shall be borne by the Contractor and evidence of completion shall be provided to the District.

viii) Regular preventive maintenance as approved by the bus manufacturer shall be practiced on all vehicles. Vehicles shall be cleaned inside and out as necessary and repairs to visible body damage, inside and out, shall be made immediately after such damage occurs. Unless otherwise agreed and accepted by the District in writing, the District requires services on all buses include the following:

1. General Complete Maintenance and Service every (45) forty- five days or 3,000 miles.
2. Transmission service and maintenance every 12 months or 24,000 miles.
3. Emissions every 6 months or 6,000 miles.
4. Oil Change- Lube, Oil & Filter every 6 months or 10,000 miles.
5. Brake Service -12 months or 24,000 miles, or when needed.

6. Opacity Test Emissions every 12 months.

7. CHP Inspection every 12 months.

8. Inventory of bus parts and materials will be done once a year. Standard parts shall be stocked at appropriate quantities and be defined by assigned mechanics.

30. SPARE VEHICLES: In order to provide the District with immediate service in the event of bus breakdown, the Contractor will maintain an adequate number of licensed, CHP certified and compliant spare vehicles with a minimum of ten percent (10%) spare bus factor for each type and capacity, including leased vehicles. Spare vehicles are to be idle during the hours of 6:30 a.m. to 9:30 a.m. and 1:30 p.m. to 4:30 p.m. on school days.

Spare vehicles shall not be dispatched without appropriate student equipment as designated on the route sheet and are subject to all requirements applicable to Contractor's vehicles as set forth herein. Failure to provide such equipment will constitute a failure to provide service as outlined in DAMAGES ON FAILURE TO PROVIDE SERVICE.

31. COMMUNICATION SYSTEM: The Contractor shall guarantee that all vehicles under this Contract, including spare vehicles, be equipped with 12.5 kHz efficiency technology in accordance with Federal Communications Commission (FCC) narrow banding regulations for each mobile two- way communication system. The wattage power of the base station and mobile radio units shall be sufficient with ninety-five (95%) operability to a distance of ten (10) miles beyond any boundary of Los Angeles County from the transmitting tower and the frequency band shall be used solely for the District. Contractor shall develop and submit for the District's approval a written communication plan in which the Contractor establishes how all the District will be notified of any problems, changes, or delays in any transportation services (the "Communication System"). The Communication System shall ensure all drivers are required to immediately notify the Contractor of any problem, change or delay in transportation. Contractor will then relay the information to the District. Contractor shall call the person designated by the District to receive messages until Contractor speaks to a person who confirms the information has been received by the District.

The Contractor will also have a minimum of two (2) computer terminals linked to the District's computerized transportation system with the appropriate modifications. This system, shall also be able to link to the San Bernardino County Emergency Response Radio System. Contractor shall be responsible for all costs to establish and maintain the computer terminals required by this Section and shall establish a maintenance plan to ensure the computer terminals remain connected and operational throughout the Contract. The Contractor shall also provide a written "back up plan" in case of any disruptions or other operational problems with the computer terminal system required herein. The Contractor shall be prepared to work closely with the District to implement any new technology upgrades and shall take all steps necessary to ensure the District has the ability to communicate with Contractor and all working drivers at all times.

The Contractor shall have installed and maintained at its bus yard a direct telephone tie line to the District's Transportation Designee.

32. LOCATION OF EQUIPMENT: The Contractor shall maintain the necessary equipment for performance of the work to be done at agreed-upon locations within San Bernardino County.

33. CONTRACTOR REPORTS: The Contractor agrees to provide the District with periodic reports and studies, as requested by the District's Designee(s) including, but not limited to, the following information. The reports discussed herein shall also include all information necessary to meet Billing requirements, as set forth in Section 19 above, including all student information required or requested by

the District throughout the Contract. District, at its sole discretion, may request further information or changes to Contractor's services based on the provided reports. However, District's acceptance of any report shall in no way be construed as making the District liable for any information provided in the reports nor shall submission of any report be construed as limiting, changing, or eliminating Contractor's obligation to defend and indemnify the District for any harm or claim resulting from Contractor's services, as set forth in Section 7 herein.

A. Provide reports on a daily basis notifying the District's Designee(s) of any deviations or changes from any route, for missed trips and routes driven by cover drivers, or combined/split routes.

B. Provide computerized monthly bus utilization and employee (bus driver) timesheet information in a format specified by the District's Designee(s) which will permit the District's Designee(s) to verify routes actually run by each bus and driver and to compare this information to the routing and billing information generated by the District's Designee(s) routing system.

C. Bi-monthly driver time checks including live time and deadhead as well as city of residence.

D. Access to copies of driver route notices and files.

E. Copies of all California Highway Patrol Approval Inspection Certificates and reports on vehicles and the terminal.

F. Notification of hazards or obstacles as observed by the Contractor personnel along routes and schedules provided by the District's Designee(s).

G. Monthly listing of assigned bus number to assigned driver.

H. Yearly mileage report for all vehicles used to transport students under this Contract.

34. VEHICLE DISCIPLINE: Drivers are responsible for rider discipline on their vehicles in accordance with CCR, Title 5, Section 14103 and any Administrative Regulations to be provided by the District. Said Administrative Regulation may establish the procedure to be followed in the event of incidents of misconduct on the part of a student. No student transported under this Contract is to be suspended from transportation services except by the District's Designee(s) according to Education CODE 48911(a) (h).

The District shall provide written 'Pupil Transportation Policy' to be used to address student disruption and discipline issues during any transportation service provided pursuant to this Agreement. The procedure to be used with any student transported under this Contract for any disruptive occurrence while in transit is for the driver to radio for special instructions from the District's Designee(s) and the student's school principal. Upon completion of a route when such instruction has been required, the driver must complete an incident report that must be delivered to the District's Designee office within twenty-four (24) hours. Incident reports must also be completed by any driver who experiences a problem and cannot identify an individual for citation on the day of the incident or, if not possible, by 12:00 p.m. the following day. The Contractor will report serious or persistent student misconduct to the District's Designee(s). The District's Designee(s) or authorized District personnel, as appropriate, shall then impose reasonable disciplinary measures upon the students as referenced above.

35. TERMINATION OF AGREEMENT:

A. For Convenience. The District may terminate this Contract, at any time during its term, without cause, upon sixty (60) days written notice to the Contractor. Upon termination without cause, the District shall issue payment to Contractor for all services provided and received by the District prior to the date of termination to be determined by the District. The District may also unilaterally revise the services

provided by the Contractor through written notification and may hire additional and separate entities to provide transportation services upon the reduction of the Contractor's services. Contractor shall not be entitled to any additional fee or payment, if the District terminates the Contract or revises the Contractor's services pursuant to this Section.

B. For Cause. The District may terminate this Contract upon written notification if Contractor fails to provide any services or meet any requirements set forth herein or if the Contractor, or any of its drivers, violates any law or regulations applicable to its services. In the event of termination for cause, in addition to the remedies and damages set forth herein, Contractor shall be liable for all damages and costs incurred by the District to address Contractor's failure to perform.

C. In the event of a dispute between the Parties as to performance of Contractor's services or the interpretation of this Contract, or payment or nonpayment for services rendered or not rendered, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to provide all services required by this Contract unless instructed by District in writing to stop any services. If the dispute is not resolved, Contractor agrees it will neither rescind the AGREEMENT nor stop services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Contract has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration.

36. NO WAIVER OF DEFAULT: The omission by either party at any time to enforce any default or right reserved to it or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.

37. DISPUTE RESOLUTION: The parties agree to meet and confer in good faith on all matters and disputes under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date and year first above written.

CONTRACTOR:	DISTRICT:
VISSER BUS SERVICE	ETIWANDA SCHOOL DISTRICT
Signature	Signature
James Visser	DOUGLAS M. CLAFLIN
Print Name	Print Name
President	ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES
Title	Title
7/15/2021	7/21/2021
Date	Date

RC100324A-05

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermín Jaramillo
Dayna Karsch
April McAllaster

6012 East Avenue, Suite B
, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

9/18/2024

Amendment # 3 – Western Exterminator Company

Addendum # 3 is to extend the contract entered into on July 1, 2020 between Etiwanda School District and Western Exterminator Company for 2024-2025 school year. All other terms and conditions of the contract remain the same.

Mike Higgins
Director of Operations and Facilities
Etiwanda School District

SEP 18 2024
Date

Ryan Tuchscher
Branch Manager
Western Exterminator

9/18/24
Date

MH/rc

WESTERN EXTERMINATOR COMPANY
Your Local Pest Control Experts
A Rentokil Company

P.O. Box 11881, Santa Ana, CA 92711
305 N. Crescent Way, Anaheim, CA 92801
(714) 517-9000 (800) 698-2440 FAX (714) 533-1199
www.WesternExterminator.com

Category A Price Sheet.

Pests Covered:
Ants: (Acrobat, Argentine, Big-Headed, Crazy, Odorous, Pavement, Thief), Box-Elder Beetles, Centipedes, Millipedes, Cockroaches: (Australian, American, Turkish, Smokey Brown, German, Brown Banded), Crickets, Earwigs, Fleas, Spiders, Wasps, Yellow Jackets, Hornets, Pill bugs, Sow bugs, Scorpions, Silverfish, Firebrats, Gnats and Store Product Pests

IPM and Treatment Plan for General Pest has a 24-48 Hour work order response time.

Monthly Pest Service

Sites	Price (Per Site)	Total (Combined Total)
Elementary School Sites (13)	$70.0	$910.0
Intermediate School Sites (4)	$70.0	$280.0
Transportation	$70.0	$70.0
District Office	$70.0	$70.0
Warehouse	$70.0	$70.0
Grand Total		$1400.0

All Bees on the 1st Floor not requiring the following: extension ladder, lift, or honey/hive removal are all included in the pricing listed above.

Costs for these will be listed in the Additional Service Section.

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www.WesternExterminator.com

Category B Price Sheet

Pests Covered: Fire Ants

IPM and Treatment Plan for the control of fire ants for the Etiwanda School District. Response time for work orders for the control of fire ants is on same day or within 24 hours (next day).

Weekly Service

District Office, Transportation, Warehouse are included, and these sites are monitored on a monthly Basis

Sites	Price (Weekly) Pet Site.	Price (Monthly) Per Site	Combined Total (Monthly Per Site)
Elementary School Sites	$105.0	$420.0	$5460.0
Intermediate School Sites	$105.0	$420.0	$1680.0
District Office	N/A	0	0
Transportation	N/A	0	0
Warehouse	N/A	0	0
Grand Total			$7140.0

Broadcast Treatments are also included in the pricing listed above

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Baiting Plan for Ground Squirrels

Sites	Equipment (# of Bait Stations Per Site)	Cost (Monthly for Service)
Perdew Elementary	6	$72.0
Grapeland Elementary	6	$72.0
Falcon Ridge Elementary	2	$24.0
Editwanda Colony Elementary	2	$24.0
John Golden Elementary	7	$84.0
D.W Long Elementary	7	$84.0
Terra Vista Elementary	6	$72.0
Heritage Intermediate	8	$96.0
Summit Intermediate	7	$84.0
Grand Total	51	$612.0

Equipment Cost

Ground Squirrel Bait Stations: $30.0 per stations and $12.0 to service each station

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Editwanda School District

Additional Service Price Sheet

Pharaoh Ants	Minimum $125 or $125 an hour
Carpenter Ants	Minimum $125 or $125 an hour
Mosquito Liquid Treatment	Minimum $175 or $175 an hour
Mosquito as a Baiting Service	$150 per station and $50 to service a station
Lice	Minimum $125 or $125 hour
Bed Bugs	Fumigation: ($65M or Cubic Meters) [L*W*H] Heating: $1800 (Each other room 200 per heater used. 2 heaters per room) Liquid: $400 per room
Wildlife	Set up: $325 (per week) Removal: $75
Attic Clean out	Insulation Removal and Sanitize: $4-5 a sq. ft.
Related Repairs (Wood Repair)	Minimum $155 or $155 an hour
WDO: Termites	(Drywood Termites) Fumigation: ($70M or Cubic Meters) [L*W*H] Local Treatment: $800 First 3 Areas $60 Each other area (Sub-terranean Termites) Drill and Treat: $10 Per Linear Ft Sentricon Baiting System: $8 Per Linear Ft
WDO: Wood Boring Beetles	Fumigation Only: ($100M or Cubic Meters) [L*W*H]
Carpenter Bees	Minimum $125 or $125 an hour
ULV	2000 sq. ft. and under: $150 2000 – 5000 sq. ft.: $225 5000 – 10000 sq. ft.: $350

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A Rentokil Company

Rentokil
The Experts in Pest Control

Editwanda School District

Additional Service Price

Disinfectant Pricing

DSV or Sniper Disinfectant

For Covid-19, other common viruses, bacteria, and more

One (1) time treatment Sq ft= length x width	Sq/ft 1000 & under min price	price $698.00
	1000- 2000	$0.70
	2001- 3000	$0.40
	3001- 4000	$0.30
	4001- 5000	$0.24
	5001- 7500	$0.21
	7501-10000	$0.17
	10001- 15000	$0.15
	15001- 20000	$0.14
	20001- 25000	$0.13
	25001- 30000	$0.12
	30001-35000	$0.12
	35001-40000	$0.11

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Category C Price Sheet

Baiting and Trapping Plan for Rodents (Rats and Mice)

Rodent Inspections and Rodent Trapping are inclusive

Sites	Equipment (# of Bait Stations Per Site)	Cost (Monthly for Service)
Perdew Elementary	3	$21.0
West Heritage Elementary	3	$21.0
East Heritage Elementary	2	$14.0
Cecilia Soriano Elementary	2	$14.0
Falcon Ridge Elementary	14	$98.0
D.W. Long Elementary	4	$28.0
Editwanda Colony Elementary	14	$98.0
Grapeland Elementary	14	$98.0
John Goldman Elementary	14	$98.0
Caryn Elementary	9	$63.0
Lightfoot Elementary	2	$14.0
Windrows Elementary	2	$14.0
Terra Vista Elementary	3	$21.0
Heritage Intermediate	3	$21.0
Editwanda Intermediate	16	$112.0
Summit Intermediate	14	$98.0
Day Creek Intermediate	7	$49.0
Warehouse	3	$21.0
Transportation	6	$42.0
Grand Total	119	$945.0

Equipment Cost:

Rodent Bait Stations: $20 per station and $7 to service each station.

Interior Rodent Traps (IRT or Tin Cats): $15 per station and $5 to service each station.

Category C Price Sheet

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true, and correct copy of agenda item XXX*(Approval of Amendment #3 between Etiwanda School District and Western Exterminator Company RC100324A-05)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024 of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true, and correct copy of the original agenda item adopted at said board meeting and entered in said minutes and that said agenda item has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees of the
Etiwanda School District

RC072723A-03

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education

School District Etiwanda 1883

Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermin Jaramillo
Dayna Karsch
April McAllaster

12999 Victoria Street, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

Board Approved

JUL 27 2023

Doug Claflin

June 14, 2023

Amendment # 2 – Western Exterminator Company- Bid # 2020-21-002

Amendment # 2 is to extend the contract entered into on July 1, 2020 between Etiwanda School District and Western Exterminator Company for 2023-2024 school year. All other terms and conditions of the contract remain the same.

Mike Higgins
Director of Operations and Facilities
Etiwanda School District

Michael Wahoff
Operations Manager
Western Exterminator Company

MH/rc

RCC90822A-07

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavolazzi
Assistant Superintendent of Student and Pupil Services
Elizabeth Freer
Executive Director of Special Education

School District Etiwanda 1883

Board of Trustees
Brynna Cadman
Robert Garcia
Dayna Karsch
David W. Long
Mondi M. Taylor

12999 Victoria Street, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 463-3645

Board Approved
September 8, 2022
Doug Claflin

August 19, 2022

Amendment #1 – Western Exterminator Company

This amendment to the contract entered into on July 1, 2021 between Etiwanda School District and Western Exterminator Company extends the contract through June 30, 2023. All other terms and conditions of the contract including rates remain the same.

Mike H[illegible]
Director of Operations and Facilities
Etiwanda School District

8/26/22
Date

Michael Wahoff
Operations Manager
Western Exterminator Company

08-25-2022
Date

RC072221A-02

Print Form

Board Approved

JUL 2 9 2021

Doug Claflin

Etiwanda School District
Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Operations & Facilities Departm Date: 06/17/2021

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 06/17/2021 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and WESTERN EXTERMINATOR, (hereafter "CONTRACTOR") located at Address: 15157 SIERRA BONITA LANE City: CHINO Zip: 91710-8904

   Social Security Number or Taxpayer I.D. No. (for 1099): 23-1568350

2. *TERM:* The term of this agreement shall be for the period commencing on 07/01/2021 (date) through 06/30/2022 (date) inclusive; or, services shall be provided on the following dates

3. *SCOPE:* The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
   BID# 2020-21-002 see attached

4. *COMPENSATION:* The DISTRICT agrees to pay CONTRACTOR the amount of $ 121,164.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT:*
   ☑ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ Signature of CONTRACTOR — Date 06-17-2021

ETIWANDA SCHOOL DISTRICT: _____ Signature of Superintendent/Designee — Date 7/22/21

AGREEMENT TERMS & CONDITIONS

1. *STATUS OF CONTRACTOR:* It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
   (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
   (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
   (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
   (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. *WORKMEN AND SUB CONTRACTOR:*
   (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
   (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
   (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
   (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. *ANTI DISCRIMINATION:* It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. *OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:* All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. *HOLD HARMLESS CLAUSE:* The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
   (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
   (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
   (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. *INSURANCE:* The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a $1,000,000.00 minimum per occurrence and $2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. *PAYMENT:* Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
   (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
   (b) The cost of defective work which the Contractor has not remedied.
   (c) Penalties for violation of labor laws.
   (d) Damage to the DISTRICT or another subcontractor.
   (e) Site clean-up.
8. *ASSIGNMENTS OF CONTRACT:* The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. *AGREEMENT CHANGES:* No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. *NOTIFICATION:* Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. *USE OF MATERIALS:* CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. *SUBSTITUTIONS:* No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. *HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. *GOVERNANCE:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. *AUDITS:* Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. *SAFETY AND SECURITY:* It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. *DOCUMENT CONFLICT:* In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. *LABOR CODE:* Should this Project exceed One Thousand Dollars ($1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at https://www.dir.ca.gov/public-works/prevailing-wage.html. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
    (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. *PROTECTION OF WORK & PROPERTY:* The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. *ACCESS TO WORK:* DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. *OCCUPANCY:* DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. *FORCE MAJEURE CLAUSE:* The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. *PERMITS AND LICENSES:* The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. *CLEAN UP:* Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. *REBATES:* Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. *LIQUIDATED DAMAGES:* Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of $50.00 for each calendar day of delay until work is completed and accepted.

27. *TERMINATION:* DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. *DISPUTES*: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. *DEBARMENT AND SUSPENSION:* In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
30. *ATTORNEY'S FEES:* If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. *DEFAULT BY CONTRACTOR:* Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

CLERK'S CERTIFICATE

I, Dayna Karsch, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item 5.I. _____ *(Approval for Amendment #1 contract between Etiwanda School District and Western Exterminator Company., to extend contract for the 2022-2023 school year RC090822A-07.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 8th day of September 2022, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:	5
NOES:	0
ABSTAINED:	0
ABSENT:	0

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption. and the same is now in full force and effect.

Dated: September 8, 2022

Dayna Karsch

Clerk of the Board of Trustees
of the Etiwanda School District

ETIWANDA SCHOOL DISTRICT
MAINTENANCE & OPERATIONS & TRANSPORTATION DEPARTMENT

BID NO. ESD-2020-21-002
PEST CONTROL SERVICES

BID DUE DATE AND TIME
05/18/2020 at 9:00 a.m.
Due to the Coronavirus (COVID-19) bids will only be accepted from 8:00am - 9:00am on 5/18/2020 at the address listed below (DO NOT MAIL).

SUBMIT SEALED BIDS TO:

Etiwanda School District
12999 Victoria Street
Etiwanda, CA 91739
Phone: 909-803-3151
ATTN: Rosie Castro
Maintenance & Operations & Transportation Technician
E-Mail: Rosie_Castro@etiwanda.org

All prospective vendors are hereby instructed not to contact any District staff member other than the noted contact above regarding this bid at any time during the bidding process. Any such contact may be cause for rejection of your bid.

Interested Parties Should Contact the District Representative Above to Request Bid Package or Information

Board Approved

JUN 0 8 2020

Doug Steflin

BID NO. ESD 2020-21-002
PEST CONTROL SERVICES
MAY 18, 2020 @ 9:00am

Awarded to Western Exterminator

	Contractor	BASE BID	LOW BID	Bid Form	Addendum Notes	BID Form	Bid Bond (Seal)	Exhibit A	Additional Rate Sheet	Licenses Required	NPC Notary
1	Dewey Pest Control	115,044									
2	EagleShield Pest Control	118,092	Incomplete BID packet	✓	✓	✓	✓	✓	NO	✓	✓
3	Intergrated Pest Control	79,920	Incomplete BID packet	✓	✓	✓	✓	✓	✓	NO	NO
4	PestMaster										
5	Western Exterminator	121,104	Awarded Bid	✓	✓	✓	✓	✓	✓	✓	✓

NRJ00324A-01

Irvine Unified School District

AGREEMENT

THIS AGREEMENT, dated the 1st day of January, 2025, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to an "District"), and CDW Government LLC, (successful Bidder, hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents and Contractor's bid for **Bid No. 23/24-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, General Conditions, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, this Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Notwithstanding the foregoing, in the event of a conflict between the terms of the Bid Documents and the terms of this Agreement, the terms of this Agreement shall control.

2. Contractor shall timely perform as required to be provided and performed with the terms of this Agreement and the Bid Documents, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The District's sole and exclusive remedy and Contractor's entire liability with respect to the aforementioned warranty for Work will be, at the sole option of the Contractor, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Work not in substantial compliance with this warranty, or (b) refund amounts paid by the District related to the portion of the Work not in substantial compliance; provided, in each case, the District notifies Contractor in writing within five (5) business days after performance of the applicable Work. SUBJECT TO APPLICABLE LAW, AND EXCEPT AS SET FORTH IN ANY APPLICABLE

STATEMENT OF WORK THAT EXPRESSLY AMENDS CONTRACTOR'S WARRANTY, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE WORK, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual project, purchase order, Statement of Work ("SOW"), or order ("Project") activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included in Irvine Unified School District Bid No. 23/24-01 IT. The cost shall be documented in the purchase order for each order of Equipment. SOWs shall substantially take the form of Exhibit B._

4. The initial term of the Agreement is five (5) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

(i) Cease operations as it applies to the District in the notice:
(ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
(iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 23/24-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District. The District shall have discretion to terminate this agreement for cause if the Contractor fails to cure a material default within the time period specified in a written notice of termination. Any material details must be specifically identified in a written notice of termination. After written notice, the Contractor will have thirty (30) days to remedy its performance, or such other time as reasonably determined by the District. Failure to remedy any material default within the applicable time period will give cause for immediate termination.

7. Unless otherwise agreed upon between the parties in writing, the Work shall be commenced on or before the fifth (5th) day after receiving each District purchase order and shall

be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor. Equipment will be processed in accordance with Contractor's standard return policy.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not conform to the specifications, the District may, at its option, annul and set aside such purchase order, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, directly arising out of, in connection with, resulting from or related to, or claimed to be directly arising out of, in connection with, resulting from or related to claims brought by a third party for:

(a) Any injury to or death of any person(s), or damage, loss or theft of any tangible personal property caused by any grossly negligent or willful act, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the gross negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(b) Any grossly negligent or willful act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and/or person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising directly out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

any material misrepresentation, misstatement or omission with respect to any statement made in the Project documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

(c) Any third party claim alleging that the product produced or manufactured by Contractor infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) District's misuse of the product, (B) District modifications to the product, or (C) District continuing the allegedly infringing activity after Contractor has provided District with modifications that would have avoided the alleged infringement. If the Solution becomes or, in Contractor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Contractor, or its designee, will either, (i) procure for District the right to continue using the Solution, (ii) replace or modify the Solution so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Contractor, then (iii) terminate this Agreement as to the infringing Solution, require the return of the allegedly infringing Solution and refund to District a portion of the fees paid by District in respect of the Solution depreciated on a straight-line basis over one (1) year from the Effective Date. Contractor agrees to notify District in the event of any claim against Contractor alleging intellectual property infringement regarding Equipment and Services listed in the Bid.

(d) Related to a data breach due to Contractor's gross negligence, or intentional conduct.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole reasonable discretion determine whether such assurances are reasonable. Contractor may not settle any claim against District unless the settlement unconditionally releases District of all liability.

10. UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS

OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE GREATER OF THE UNITED STATES DOLLAR (A) AMOUNT PAID OR PAYABLE BY DISTRICT FOR THE SPECIFIC PURCHASED ITEM(S), (B) AMOUNT PAID OR PAYABLE BY DISTRICT FOR SERVICE(S) PERFORMED GIVING RISE TO THE CLAIM OR (C) $100,000.00.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGREES TO FULLY HOLD HARMLESS THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANY OF ITS GOVERNING BOARD MEMBERS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, COSTS, JUDGMENTS, LIENS, PENALTIES, LIABILITIES, DAMAGES, LOSSES, ANTICIPATED LOSSES OF REVENUES, AND EXPENSES, INCLUDING ANY FEES OF ACCOUNTANTS, ATTORNEYS OR OTHER PROFESSIONALS, DIRECTLY ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM OR RELATED TO, OR CLAIMED TO BE DIRECTLY ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE TO TANGIBLE PERSONAL PROPERTY SUSTAINED BY CONTRACTOR OR ITS SUBCONTRACTORS, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT, UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS AGREEMENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE DISTRICT.

11. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District, subject to the Contractor's return policy and any applicable Equipment warranty(ies). All such items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall, in accordance with its return policy, assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items. Notwithstanding the foregoing, the District understands that the Contractor is not the manufacturer of the Equipment purchased by the District hereunder and the only warranties offered are those of the manufacturer, not Contractor or its affiliates. In purchasing the Equipment, the District is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Equipment that may be provided by the Contractor or its affiliates. CONTRACTOR AND ITS AFFILIATES

HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

12. Provisions applicable to cloud services.

a. The District acknowledges that it is receiving the cloud services directly from the applicable provider ("Cloud Service Provider") pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by the District and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, the Cloud Service Provider shall be the party responsible for providing (to include Provisioning and Implementation) the cloud services to the District and the District will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such cloud services.

b. The District acknowledges that Contractor is not the provider of the cloud services purchased by the District hereunder and that the only warranties offered are those of the Cloud Service Provider, not Contractor or its affiliates. In purchasing the cloud services, the District relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only and not on any statements, specifications, service descriptions or other specifications representing the cloud services that may be provided by Contractor or its Affiliates. The District expressly waives any claim that it may have against Contractor or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to the cloud services and also waives any right to indemnification from Contractor or its Affiliates against any such claim made against the District by a third party.

c. Contractor makes no warranties to the District and the District hereby acknowledges that Contractor makes no warranties in regard to the applicability of all laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the cloud services which are in force within the District's territory or any part of it ("Local Regulations"). The District must satisfy itself that the cloud services comply with the Local Regulations in force from time to time.

d. The District further acknowledges and agrees that Contractor makes no representations, warranties or assurances that the cloud services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and the District shall indemnify, defend and hold Contractor, its affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the cloud services. The District further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the cloud Services in high risk environments.

e. The District will pay all undisputed Fees (as defined herein) for the use of the cloud services and the implementation services as set forth in Contractor's invoice,

within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated in writing between the District and Contractor. In addition to the service fee for the cloud services and the implementation services, District will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the District, and other subscriptions, features, products, services, or add-ons that the District uses within the cloud services as agreed upon in writing. Contractor will invoice the District in advance for the annually, monthly or prepaid charges due for the cloud services purchased. Contractor will invoice the District on a one-time basis, in advance for the implementation services. Contractor will invoice the District in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The service fee for the cloud services and the implementation services and all additional fees due hereunder are collectively referred to as "Fees".

f. Any orders submitted by the District to Contractor for cloud services (and any associated implementation services) will be governed by the terms and conditions of this Section 12. All order(s) must include the name of the applicable cloud service, any associated implementation services, the licensed user quantity and the length of the initial term (e.g., 1, 2, or 3 years). The initial subscription term for any add-on order(s) will commence on the date listed in the applicable quote or Statement of Work.

g. The cloud services purchased under this Agreement are non-cancellable and any refunds for Fees paid to Contractor shall be at the sole discretion of the Cloud Service Provider. The parties acknowledge that there may be events that warrant a refund to the District. In the event that a Cloud Service Provider issues a refund to Contractor for services used by the District, Contractor shall issue a refund for the same amount to the District within fifteen (15) days of receipt of refund request from an authorized District contact and receipt of the refund from Cloud Service Provider to Contractor. Such refund shall be mailed via regular mail to:

Irvine Unified School District
Attn: Asst Supt Information Technology
5050 Barranca Parkway
Irvine, CA 92604

h. In addition to any other rights Contractor may have, Contractor may suspend or terminate the cloud services if the District fails to pay any Fees within the time period for payment. Contractor shall reinstate cloud services after such time payment is brought current.

13. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

14. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) that will make the policy primary and noncontributory to any insurance carried by the District." In addition, Contractor agrees to include District, its Governing Board, officers, agents and employees as additional insured under said policy. Contractor shall

provide District with copies of the certificate of insurance evidencing all coverages and endorsements required hereunder and provide for written notice of cancellation or reduction in coverage in accordance with policy provisions.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	$2,000,000
(2) Each Occurrence	$1,000,000
(3) Products/Completed Operations	$1,000,000
(4) Personal and Advertising Injury	$1,000,000
(5) Damage to Rented Premises	$50,000
(6) Medical Expense (any one person)	$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse, unless waived by District personnel. This policy shall includeor be endorsed to include abuse and molestation coverage of at least $1,000,000 for each occurrence, unless waived/reduced by the DISTRICT.

ii. Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv. Professional Errors and Omissions Liability Insurance with a limit of $1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the

Contractor.

b. Prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

15. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

16. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

17. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available for inspection its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties no more than one (1) time each twelve (12) month period, during the term of this Agreement and for a period of one (1) year from the date of expiration of this Agreement, at a time mutually agreed upon between the parties, during regular business hours, to verify the accuracy of the amounts paid hereunder("Audit"). The Contractor is responsible for any actual discrepancies revealed by Contractor's records during such Audit.

1.

18. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

(2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

Notice to Contractor shall be sent to:
CDW Government LLC
Attn: General Counsel
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
CDW
Attn: VP, Contracting Operations
2 Corporate Drive, Suite 800
Shelton, CT 06484

Notices to District shall be sent to:
Irvine Unified School District
Attn: Brianne Ford & Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604 with a copy to:

19. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the Immigration Reform and Control Act.

20.The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, pandemic, epidemic, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

21. This Agreement and all documents referenced herein constitute the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

22. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

23. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

Signature: _____

John Fogarty
Print Name

Asst Supt Business Services
Title

September 5, 2024
Date

IUSD Board Approved 8/27/2024

CDW Government LLC

Signature: _____

Dario Bertocchi
Print Name

VP, Contracting Operations
Title

9-4-2024
Date

IUSD Board Approval Date

Contractor's License No. (if applicable)

Tax ID No.

(Corporate Seal of Contractor, if corporation)

Exhibit A

Bid Form Pricing Sheet

IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS
BID FORM PRICING SHEET

Name of Bidder: CDW Government LLC
Website of Online Catalog: www.cdwg.com
* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents
Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment specified in the Short List, the Bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's), in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA	1	$230.00	0%	$230.00
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US	1	$223.00	0%	$223.00
1.b.	Lenovo 100e G4	Lenovo Part number : 83GB0002US	1	$245.00	0%	$245.00
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142	1	$281.52	0%	$281.52
1.d.	Acer C734-C0FD	Acer C734-C0FD; NX.AYVAA.001; 195133135887	1	$250.00	0%	$250.00
2	HP Foris x360 G3 J 11" 2-in-1 - N4500 32/4	HP Foris x360 G3 J - 7L300UT#ABA	1	$345.00	0%	$345.00
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS	1	$319.00	0%	$319.00
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T	1	$338.00	0%	$338.00
2.c.	Acer R753T-C8H2	Acer R753T-C8H2; NX.A8ZAA.005; 195133135863	1	$330.00	0%	$330.00
3	Google Chrome Mgmt License	Google Chrome Educaion Upgrade - CROS-SW-DIS-EDU-NEW	1	$29.75	0%	$29.75
4	AVerCharge C36i+	AVer C36i+ - CHRGC36i+	1	$1,175.00	0%	$1,175.00
5	Poly Studio X52 All-in-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA	1	$3,292.81	0%	$3,292.81
6	Aver M11-8M	Aver VISIM118M	1	$190.00	0%	$190.00
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ	1	$330.28	0%	$330.28
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ	1	$606.28	0%	$606.28
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ	1	$728.69	0%	$728.69
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C	1	$19,845.85	0%	$19,845.85
10.a.	Extreme Network 7520-48YE-BCE-AC-F	Extreme Network 7520-48YE-BCE-AC-F	1	$18,717.60	0%	$18,717.60
11	Aruba 6300M 48G 4SFP56 Switch	JL653A	1	$6,232.27	0%	$6,232.27
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A	1	$10,058.87	0%	$10,058.87
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A	1	$365.17	0%	$365.17
13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520 48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	1	$477.60	0%	$477.60
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A	1	$783.87	0%	$783.87
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	1	$813.60	0%	$813.60
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A	1	$216.77	0%	$216.77
15.a.	Extreme Network 100G-DACP-QSFP25M	Extreme Network 100G-DACP-QSFP25M	1	$201.12	0%	$201.12
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D	1	$700.66	0%	$700.66
16.a.	Extreme Network 10301	Extreme Network 10301	1	$788.16	0%	$788.16
17	Aruba AP-535 (US) Unified AP	JZ337A	1	$1,074.84	0%	$1,074.84
17.a.	Extreme Network AP510C-WW	Extreme Network AP510C-WW	1	$874.56	0%	$874.56
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A	1	$1,505.73	0%	$1,505.73
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC	1	$710.88	0%	$710.88
19	APC UPS 6000VA (input 208V L14-30P) UPS	SURTD6000RMXLP3U	1	$6,257.91	0%	$6,257.91
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA	1	$3,223.90	0%	$3,223.90
21	Epson Powerlite L260F - 3LCD projector	V11HA69020	1	$1,050.00	0%	$1,050.00
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020	1	$1,185.00	0%	$1,185.00
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C	1	$886.00	0%	$886.00
24	Lightspeed Topcat Classroom Audio	TCN-FS-M	1	$1,779.00	0%	$1,779.00
25	ATLASIed pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM	1	$795.00	0%	$795.00

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers *or* insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog

EXAMPLE

	Description	*Can Comply?*		*Brand/Manufacturer*	*Catalog Discount*	*Clarifications and/or Restrictions*
		YES	*NO*			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	_20__% Catalog Discount	

	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
General Hardware Catalog Type Items						
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranies. Including all manufacturers available to the Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
29	Digital cameras, lenses, lighing, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
Network, Data Center, and Security Catalog Type Items						
	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
34	Server, storage, and virtualizaion hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), intrusion Defense and Prevenion System (IDS, IPS), endpoint protecion, SPAM and phishing protecion. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
36	Uninterrupible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
General Software Catalog Type Items						
	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
41	Microsoft 365 Educaion Licensing	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.

42	Microsoft Licensing - Server	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
43	Google Workspace for Educaion	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
44	Software programs and related services, including products that are licensed for installaion on user devices and products offered in a software-as-a-service model.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.

Audio Visual Catalog Type Items

	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.

Services

	Description	Can Comply? YES	NO	Brand/Manufact	*Catalog Discount (bas	Clarifications and/or Restrictions
52	Configuraion Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installaions, imaging, software installaion, or any other Configuraion Lab type services.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
53	Engineering Services, including but not limited to: assessment, design, configuraion, implementaion, or diagnosic troubleshooing of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solulons. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
54	Audio Visual Installaion Services, including but not limited to: projector/display mouning, low voltage cabling, speaker installaion.	X		All Brands/Manufacturer Excluding Apple	Varies% Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.

Company Name: CDW Government LLC

Vendor Name: Dario Bertocchi

Vendor Signature: _____ ***Date:*** 6/12/2024

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

Irvine Unified School District

Category	Discount % from CDW•G Advertised*
Accessories (A)	6.75%
Power, Cooling & Racks (B)	3.25%
Desktop Computers (C)	2.00%
Data Storage/Drives (D)	5.25%
Enterprise Storage (E)	5.25%
Point of Sale/Data Capture (F)	4.00%
Servers & Server Management (H)	4.00%
Services (CDW Delivered) (J)	0.00%
Notebook/Mobile Devices (L)	3.25%
Chromebooks (CBK)	0.75%
NetComm Products (N)	7.25%
Carts and Furniture (O)	5.25%
Printing & Document Scanning (P)	1.50%
Services (Partner Delivered) (Q)	3.25%
Software (S)	4.25%
Collaboration Hardware (T)	5.00%
Video & Audio (V)	3.50%
Cables (W)	13.25%
All Other Categories	0.00%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Irvine to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

Irvine rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Irvine shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Irvine, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

CDW•G Professional Services Rate Card **2024**

Business Area	Role	Rate
Security		
Cloud	Consultant	$250
	Manager	$275
	Sr. Consultant	$300
	Sr. Manager	$300
	Director	$375
CyberDefense, Data Privacy, Threat Intelligence Operations	Associate Consultant	$180
	Consultant	$230
	Sr. Consultant	$250
	Manager	$260
	Sr. Manager	$275
	Principal Consultant	$280
	Technical Lead	$280
	Director	$325
	Managing Director	$400
Incident Response	Incident Response Engineer	$425
Infrastructure, Physical	Associate Consultant	$180
	Consultant	$230
	Sr. Consultant	$255
	Enterprise Architect	$280
	Principal Consultant	$280
	Technical Lead	$280
Security Operations, Advisory & Programs, Identity Access Management	Associate Consultant	$165
	Sr. Associate Consultant	$185
	Consultant	$230
	Sr. Consultant	$250
	Managing Consultant	$260
	Manager	$260
	Architect	$270
	Sr. Manager	$275
	Principal Consultant	$280
	Director	$325
	Managing Director	$400
Risk Consulting	Associate Consultant	$120
	Sr. Associate Consultant	$135
	Consultant - Finance	$145
	Sr. Consultant - Finance	$150
	Consultant - IT	$155
	Sr. Consultant - IT	$160
	Manager	$170
	Sr. Manager	$180
	Director	$185
	Managing Director	$200

Business Area	Role	Rate
Project Management	Associate Project Manager	$165
	Project Manager	$215
	Sr. Project Manager	$230
	Program Manager	$245
Services Engagement	Associate Services Principal	$260
	Services Principal	$280
Digital Infrastructure		
Workspace, Collaboration & Contact Services	Associate Consulting Engineer	$140
	Sr. Associate Consulting Engineer	$165
	Consulting Engineer	$215
	Workspace Architect	$245
	Sr. Consulting Engineer	$255
	Principal Consultant	$275
	Enterprise Architect	$295
Hybrid Infrastructure	Associate Consulting Engineer	$140
	Sr. Associate Consulting Engineer	$165
	Consulting Engineer	$215
	System Z Engineer	$220
	Sr. Consulting Engineer	$255
	Principal Consultant	$275
	Enterprise Architect	$295
Digital Velocity		
Cloud & Cloud Native, Intelligent Platforms, Data, Software Engineering	QA Level 1	$120
	QA Level 2	$155
	QA Level 3	$180
	Associate Engineer	$200
	QA Level 4	$205
	Engineer	$225
	Sr. Engineer	$250
	Consultant 1	$270
	Architect	$300
	Consultant 2	$305
	F-CTO / Principal	$350
ServiceNow	Associate Project Manager	$165
	Business Analyst	$200
	Developer	$220
	Quality Assurance Expert	$225
	Trainer	$265
	Integration Expert	$290
	Solution Architect	$290
	Program Manager	$300
	Business Process Consultant	$310
	Principal Consultant	$310
	Org. Change Management Consultant	$350
	Technical Architect	$350

CDW•G's hourly rates for roles listed in the table above are for reference purposes only. Irvine's services engagement rates will be based on Irvine's engagement scope and outlined in a signed Statement of Work. The parties acknowledge that the above reference rates are subject to change based on market conditions and further scoping of Irvine's services engagements. CDW•G reserves the right to propose changes to the above rates and will present them to Irvine for review and approval through a mutually agreed-upon amendment.

The above rates are for domestic projects and do not reflect or contemplate services provided by a third party, specialty roles, or rates for hours worked outside of standard business hours, which may be subject to a premium. In addition, the above rates do not include project-related travel and expense costs.

Please note that this is not an exhaustive list of services provided by CDW•G. CDW•G offers various technical solutions, managed services, staff augmentations, and quotes on an as-needed basis and available upon request in cooperation with Irvine.

Exhibit B
Statement of Work Template

SAMPLE STATEMENT OF WORK

Project Name:	[Project Name]	**Seller Representative:** [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
Provider Name:	[Partner Name]	
CDW Affiliate:	CDW Government, LLC	**Solution Architect:** [Solution Architect Name], [Solution Architect Name 2]
Date:	[SOW Created Date]	
Drafted By:	[Services Contract Specialist Name]	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider,**" and "**Seller,**") and [Customer Name] ("**Customer,**" and "**Client,**").

GOVERNING AGREEMENT

This SOW shall be governed by that certain Agreement between CDW Government, LLC and Irvine Unified School District, dated January 1, 2025 (the "**Agreement**") resulting from Bid No. 23/24-01 IT Technology Equipment and Peripherals. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.
References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice. In the event the SOW is terminated Customer shall compensate Seller for Services satisfactorily rendered to the date of termination. If the event of pre-payment, Seller shall reimburse Customer for the pro-rated amount for Services not yet provided.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve in writing any changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (**"Change Order"**). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (**"Anticipated Schedule"**) based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (**"Customer-Designated Locations"**).

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (**"Customer-Designated Locations"**).

Location(s)

Exhibit C
CDW Product Return Policy

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations. In the event that return policies are more restrictive that in bullet points 1 – 3 CDW shall provide information regarding returns at the time of sale.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by

CDW Customer Relations. In the event that return policies are more restrictive that in bullet points 1 – 3 CDW shall provide information regarding returns at the time of sale.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items except for items returned for warranty repairs or to obtain replacements; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method. As between the parties, CDW is responsible for the cost of

shipping returned items only for warranty repairs or to obtain replacements.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Bid No. 23/24-01 IT Technology Equipment and Peripherals

Intent to Award

August 22, 2024

This is a statement of an Intent to Award Bid No. 23/24-01 IT Technology Equipment and Peripherals, opened on April 22, 2024. Upon the completion of the review of Bids and evaluations the contract will be awarded to

CDW Government LLC

This recommendation will be considered by the Irvine Unified School District Board of Education, in a public Board meeting, commencing at 6:30 pm on August 27, 2024. The award of the proposal is contingent upon Board of Education approval and the successful conclusion of contract negotiations.

Bid 23/24-01 IT Technology Equipment and Peripherals
Award Spreadsheet

June 27, 2024

Bids from the following vendors were deemed responsive to bid items and requirements:

Arey Jones Educational Solutions
Bluum USA, Inc.
CDW Government LLC
Howard Industries, Inc dba Howard Technology Solutions

Irvine Unified School District received Bids which were deemed non-responsive to requested bid items from the following vendors:

EKC Enterprises, Inc.
ODP Business Solutions, LLC
The Repair Depot LLC
Vivacity Tech PBC

Total dollar amounts for responsive vendors, based on Bid submission prices and the Scoring Sheet (hypothetical scenario) provided at the Bid Opening:

Bidder	Short List Item Total	Catalog Discounted Total	Grand Total
CDW Government LLC	$7,382,394.65	$324,655.00	$7,707,049.65
Howard Industries, Inc dba Howard Technology Solutions	$7,930,133.40	$281,020.00	$8,211,153.40
Bluum USA, Inc.	$8,129,085.50	$324,790.00	$8,453,875.50
Arey Jones Educational Solutions	$8,205,767.90	$295,400.00	$8,501,167.90

Bid No. 23/24-01 IT Technology Equipment & Peripherals
Clarifying Questions - CDWG

Awards will be made contingent upon successful contract negotiations. Several items will require in-depth discussion prior to final conclusion of contract negotiations.

Question: We noted several different entities listed in the Manufacturer's Letters: CDW Government LLC, CDW Logistics Inc., CDW, CDW Logistics LLC, CDW-G. A. Please provide information about the relationship between the different entities, such as a chart or letter. B. Please confirm that all parties listed in the Manufacturer's Letters will be party to the agreement with Irvine USD resulting from this bid.
Answer: A. Please refer to CDW Corporation's annual 10-K report. CDW Corporation is the parent company (see pg. 48), and its subsidiaries include, but are not limited to: CDW Government LLC and CDW Logistics LLC. CDW-G is a shorthand for CDW Government LLC. CDW Logistics, Inc. is the former name of CDW Logistics LLC. When used in the manufacturer's letters, "CDW" refers to CDW Logistics. B. CDW Government LLC will sign this contract. By virtue of signing the resulting contract, and as an affiliate of the aforementioned CDW entities, CDW Government LLC will be allowed to resell the respective Manufacturers' products and services under the contract.

Question: Please provide a Manufacturer Letter for Poly Studios.
Answer: Poly was acquired from HP and that is why there is no Poly letter in our response, just the HP.Here is a link for this information. HP Inc. Completes Acquisition of Poly

Question: Please complete the attached additional forms.
Answer: Additional requested forms are attached.

Question: Please provide a W-9.
Answer: W-9 form is attached.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Provider Name: CDW Government LLC

Signed [redacted] Date 6/26/24

Name [redacted] Title [redacted]

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

IRVINE UNIFIED SCHOOL DISTRICT

Irvine, California

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Provider may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
b. Establishing a drug-free awareness program to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
   iv. The penalties that may be imposed upon employees for drug abuse violations;
c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made false certification herein, or

(b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Provider Name: CDW Government LLC

Signed [redacted] Date 6/26/24

Name [redacted] Title [redacted]

TOBACCO USE POLICY

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Pursuant to Irvine Unified School District Board Policy 3513.3 smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Provider Name: CDW Government LLC

Signed [redacted] Date 6/26/24

Name [redacted] Title [redacted]

CONTACT WITH STUDENTS

☒ I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel) unless under the immediate supervision and control of a parent, legal guardian, or Irvine Unified School District employee.

OR

☐ Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or Irvine Unified School District authorized employee.
**If checking this box a Certification by Contractor is required.*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signature: [redacted] Date 6/26/24

Provider Legal Name: CDW Government LLC

Name: [redacted] Title: [redacted]

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Governing Board of Irvine Unified School District

I, [redacted], am the [redacted] of
Name of individual Title

CDW Government LLC
Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.S(c) or serious felony as defined in Penal Code Section l l 92.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of Illinois, that the foregoing is true and correct.

Executed at Vernon Hills, Illinois on 6/26/24.
Date

CDW Government LLC
Legal Name of Contractor

[redacted]
Sign

[redacted] d name

[redacted]
Title

230 N. Milwaukee Ave, Vernon Hills, IL 60061
Address

[redacted]
Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

CDW Government LLC
Name of Contractor

[redacted]
Signature

[redacted]
Print Name

[redacted]
Title

6/28/24
Date

Irvine Unified School District

Orange County, CA

Bid No. 23/24-01 IT
Technology Equipment and Peripherals

Bid Deadline/Opening: May 29, 2024 at 1:00 pm

Contact: Michelle Bennett

Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5022

Bid No. 23/24-01 IT, Technology Equipment and Peripherals

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **May 29, 2024 at 1:00 pm**

PLACE OF RECEIPT: Irvine Unified School District
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 23/24-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS can be downloaded on April 22, 2024 at:
https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps.
Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the Bid Documents.

Pre-Bid Vendor Conference: Irvine Unified School District will conduct a non-mandatory pre-bid vendor conference on May 2, 2024 at 1:00pm pacific time at
https://iusd.zoom.us/j/81506668314?pwd=Zmp5TFI1QVgxMDUvTCtoNDFZNVZPZz09
Meeting ID: 815 0666 8314, Passcode: 49CQRh
One tap mobile - Find your local number: https://iusd.zoom.us/u/kduJjSyYID, Meeting ID: 815 0666 8314, Passcode: 704408. Vendors who wish to attend this meeting should RSVP to MichelleBennett@iusd.org.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at MichelleBennett@iusd.org by 12:00 pm on May 15, 2024. All responses will be posted to IUSD's website.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

Published: April 22 & 29, 2024

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	April 22, 2024 & April 29, 2024
Bid Posted	IUSD Website	April 22, 2024
Last Day to Submit RFIs/Questions	MichelleBennett@iud.org	May 15, 2024 at 12:00 pm
Response to Questions/RFIs Posted	IUSD Website	May 22, 2024
Bid Deadline/Opening	**Irvine Unified School District Office - Board Room** 5050 Barranca Parkway Irvine, CA 92604	May 29, 2024 at 1:00 pm
***Board of Education Action**	Award of Contract	*anticipated July 16, 2024

*All times are pacific time

*Dates are subject to change at the discretion of the District

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed forms including, but not limited to, the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. Whenever the amount resulting from the multiplication of the unit price bid by the Bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. The signatures of all persons shall be in longhand and in ink or signed via approved electronic signature platform. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, and all applicable modifications, addenda and amendments, if any ("Bid Response Documents") and completed in full. Bidders shall submit:

one (1) original hardcopy and
two (2) additional hardcopies and
one (1) electronic copy on CD or flashdrive (including an excel version of the Bid Form Pricing Sheet)

The complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Michelle Bennett,** and must be received on or before the bid deadline (Public Contract Code Section 20112). Bids may be delivered between the hours of 9:00am and 4:00pm on weekdays, excluding holidays. The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the bid number and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. Irvine Unified School District assumes no responsibility

for late delivery. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include all costs associated with the technology equipment and peripherals included on Bid Form Pricing Sheet (hereinafter referred to as "Equipment", "Project", "Solution", and/or "Work") including, but not limited to, shipping, F.O.B. Irvine Unified School District ("District") or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by respondent to this solicitation ("Bidder") shall be borne by Bidder and will not alter the requirements identified in this solicitation.

4. Signature. The signatures of all persons shall be in longhand and in ink or signed via approved electronic signature platform. Any signature required on the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, all required insurance documents, W-9, Technical Specifications and Requirements, General Conditions, and all modifications, addenda and amendments provided ("Bid Documents") must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the Bid Documents signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such Bid Documents.

5. Modifications. Changes in or additions to any of the Bid Documents, alternative proposals, or any other modifications which are not specifically called for in the Bid Documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Bid Documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by

affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all Bid Documents; visit the sites and determine the local conditions which may in any way affect the Project; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the Project, including the cost of permits and licenses required for the Project; determine the character, quality, and quantities of the Work to be performed and the Equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. Irvine Unified School District (District) shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the Bid Documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute "or equal" item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at MichelleBennett@iusd.org **by May 15, 2024 12:00pm pacific time**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be posted publicly on the Irvine Unified School District website at least seventy two (72) hours prior to bid closure. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of the Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK AND PROVIDING THE EQUIPMENT AND WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Work/

Equipment unless alternate bids are specifically called for by the District. 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 proposal or quoting prices to other Bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of bid, if made by the District, will be by the action of the District's Governing Board to the lowest responsive and responsible Bidder. **The District will determine low bid by calculating the total costs of the proposals against a hypothetical scenario(s).** If two identical low bids are received from responsive and responsible Bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, the District may award the contract to the next lowest responsive and responsible Bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: **www.iusd.org/District_services/purchasing/CurrentBidsandRFPs.html** .

The District's contract award will be made based on the cost of the proposal, compliance with bid terms and conditions, and Bidders' ability to provide solutions and equipment across the greatest number of technology catalog categories. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list, catalog discount items, and services will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening.

12. Agreement. The form of Agreement which the successful Bidder (Contractor), will be required to execute, is included as a sample Agreement in the Bid Documents and should be carefully examined by the Bidder. The Agreement may be executed in two (2) original counterparts. The complete Agreement consists of the following, but not limited to, the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, General Conditions, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, W-9, Technical Specifications and requirements, all required insurance documents, and all modifications, addenda and amendments, if any, and the completed Agreement (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the Bid Documents is to

include all labor, materials, equipment, transportation and services necessary for the proper delivery of all Equipment and Work called for in the Bid Documents.

13. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the Project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District.

14. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with District prior to performing the Project, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful Bidder shall, at Bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(a)	General Aggregate	$2,000,000
(b)	Each Occurrence	$1,000,000
(c)	Products/Completed Operations	$1,000,000
(d)	Personal and Advertising Injury	$1,000,000

(e)	Damage to Rented Premises	$50,000
(f)	Medical Expense (any one person)	$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the Bidder drives on behalf of the District in the course of providing Equipment and performing Work.)

iv. Professional Liability Insurance with a limit of $1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the Bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful Bidder, and prior to proving Equipment and commencing the Work under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful Bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all Equipment provided and Work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious

creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification and Insurance. The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. New Equipment. Bidder shall not provide "Remanufactured Equipment," i.e. equipment that has been factory disassembled to a predetermined standard, then reassembled by using new parts and some used or recycled components. District shall be the first user of the equipment. All items furnished under this Bid shall consist of new and original components.

18. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved substitutes of equal specifications and capabilities those specified are acceptable unless otherwise indicated in this bid request.

Bidders may find discrepancies in the model numbers given, in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Bidders should note that the referenced Equipment in their bids are for the same items as specified by designating "New Number" in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.

19. Substitutions. All items bid must conform to the terms and conditions set forth in these Bid Documents. The District reserves the right to reject all bids that do not conform to the Bid Documents.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

A.) **SHORT LIST**. Should the Bidder wish to request prior to bid opening, any substitution for the Equipment specified in the Short List of the Bid Form Pricing Sheet, the Bidder shall

submit a written request to the District **within the timeframe stated for Requests for Information (RFI's), in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders and as noted on the Calendar of Events**. Bidders submitting RFIs requesting substitutions of "or equal" Equipment should include the line number, description, and manufacturer and model no. listed on the Bid Documents, and the manufacturer and model no. of the proposed "or equal" Equipment. Descriptive technical literature fully describing the claimed "or equal" Equipment (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number should be provided. Suitability and valuation of "equals" rest in the sole discretion of the District. Requests for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum posted to the District website and issued to all Bidders of record. It is the Bidder's responsibility to monitor the District website for changes, updates, revisions and/or uploaded documents.

B.) **CATALOG DISCOUNT.** For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers" on the Bid Form Pricing Sheet. Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

C.) **AFTER AWARD**. After Award the successful Bidder ("Contractor") may delete Equipment removed from the market by the manufacturer or and/or add Equipment introduced to the market by the manufacturer under the following conditions:

a. Deleted Equipment has been discontinued and is no longer available from the manufacturer;
b. Added equipment is a direct replacement for original Equipment listed in the bid, Contractor's bid, the resulting Agreement and/or any Purchase Agreements;
c. Contractor has obtained prior written District Board approval; and
d. Contractor receives an executed Amendment to the Agreement and/or a revised purchase order.

It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the "or equal" Equipment or Work offered as a substitution by the Bidder is not acceptable, in the sole opinion of the District, and an Addendum with the proposed "or equal" item(s) is not issued, then the Bidder expressly understands and agrees that Bidder shall furnish the Equipment or Work specified by the District in the Bid Documents. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the Bidder. The District shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the District shall be final and conclusive.

In the event successful Bidder furnishes material, process, service or equipment other than what was specified in the Bid Documents and Bidder's bid and which has been accepted by the District and which later is defective, then Bidder at its sole cost and expense shall furnish the District specified Equipment or Work or fully replace with new, the defective material process, service or equipment, at District's discretion.

In the event Bidder furnishes material, process service, or equipment more expensive than specified in the Bid Documents and Bidder's bid, the difference in cost of such material, process, service, or equipment so furnished shall be borne by Bidder. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Bidder. Any difference in cost between an approved substitution which is lower in cost than the originally specified Equipment or Work shall be refunded or credited by Bidder to District.

20. Sample Equipment for Evaluation. Samples of Equipment may be required for evaluation. Samples will be delivered to the District and returned to the Bidder at the Bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

21. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents. 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.

22. Warranty/Quality. Bidder shall guarantee that the Equipment shall perform against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

23. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

24. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder(s) shall keep sufficient stock of Equipment and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders. **Bid all items F.O.B., Irvine Unified School District** or as directed by the purchase order of said District.

25. Contract Performance. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the

Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

26. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

27. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

29. Criminal Records Check. The successful Bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Contact with Students and, if applicable, the Notice to Contractors Regarding Valid Criminal Records Summary.

30. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the Bidder, other public agencies within the counties of the State of California may procure identical Equipment, excluding services, off this bid under the same terms and conditions and at the same percentage discount, pursuant to sections 20118 (K-12 school Districts) and 20652 (Community College) of the Public Contract Code.

The Irvine 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 section. Public agencies that elect to piggyback on this Bid and the resulting Agreement shall process their purchase orders and warrants directly to the successful Bidder upon agreement by the District and the successful Bidder.

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

31. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of Bid Documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the Bid Documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting Bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

32. References. Bidders shall list a minimum of four (4) references where Bidder has successfully provided the similar type (s) of Equipment and Work to another large school District or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of equipment provided and work completed. District reserves the right to contact all references even if Bidder has provided the same type of equipment and/or work for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information concerning Bidder which the District deems pertinent and to consider such information in evaluating the Bidder's bid.

33. Public Information. All Equipment received by the District in response to this bid shall be made available to the public. If any part of a Bidders bid and/or supporting documentation and/or samples is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.

34. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder and/or its principals are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be

notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

35. Right to Negotiate Better Prices in the Best Interest of the District. The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract.

36. Small Project Applicability. Public Contract Code allows purchase orders to be issued without public bidding for purchases with a cost below $114,500.00 for the year 2024, to be indexed each calendar year. To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit. Lump sum proposals may be accepted for Projects below this cost threshold.

GENERAL CONDITIONS

1. The purpose of this bid is to purchase technology equipment and peripherals (as needed) for various sites throughout the Irvine Unified School District.

2. ADD/ DELETE LOCATIONS: Irvine Unified School District is a growing District, therefore, the District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.

3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

   The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.

4. TERM OF AGREEMENT: The initial term of the Agreement is five (5) years.

5. PRICING: Bid prices are to include **shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products.** Quoted prices must stay in effect for the initial term of the Agreement.

6. EQUIPMENT QUOTING REQUIREMENTS: Successful Bidder(s) will be required to include the following information on quotes requested by the District:

   (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.

   (b) **Non-Specified items listed on Bid** as a catalog percentage discount must include the discount percentage taken off manufacturer's suggested retail price (MSRP) for each category quoted.

7. DELIVERIES: **Tailgating Deliveries will not be accepted**. Delivery shall be made as agreed upon by successful Bidder and District, within sixty (60) days after receipt of a purchase order, unless successful Bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When Equipment is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by Bidder.

8. PAYMENTS: Payments may be invoiced after actual delivery to the required destination.

9. CATALOG DISCOUNTS: The District requests the option to purchase additional items not individually listed in bid from Bidder's catalog. The District requests that Bidders list a percentage discount on Bidders entire technology equipment and peripheral Equipment and Work in addition to the specific models of Equipment that are listed individually in this bid. Please state percent discount to deduct from MSRP at the designated place on the Bid Form Pricing Sheet. The discount will apply to the **current and future** MSRP at the time orders are placed. Bidder may offer different discounts for separate manufacturers of requested catalog categories. Bidder may include additional line items specifying the percentage discount for each manufacturer on the Bid Form Pricing Sheet. Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes. All discounted pricing will be subject to the same terms and conditions included in the Bid Documents. Any exceptions to across-the-board discounts off of MSRP should be submitted with Bid Documents.

10. PRICING: The quoted prices shall remain in effect for the initial term of the Agreement after award of bid, and thereafter for any one-year term extension(s). Compensation for all Equipment and Work provided under the terms of this Agreement shall be subject to adjustment annually to compensate for inflation. In the event that Bidder proposes to increase or decrease the rates for the technology equipment and peripherals as specified herein, the Bidder shall provide the District with a written price adjustment proposal on or before **October 15** of each year the Agreement is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective January 1 every year that the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually.

11. PRICE ADJUSTMENTS: The District must be notified of any changes in MSRP over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

12. MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR: Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. For resellers/distributors, a manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any Equipment or Work

offered by the manufacturer through the Bidder named in the Bid Documents (Manufacturer's Letter).

Bid responses must include a manufacturer's letter for brands listed in lines 1-25 (Short List Bid Items) of the Bid Form Pricing Sheet (HP, Google, Poly Studio, Aver, Aruba, APC, Epson, Samsung, Lightspeed, ATLASied) or District approved substitutions per Section 19 of the Information for Bidders.

Manufacturers' letters are not required with Bid responses for brands listed in lines 26 - 54 (Catalog Discount and Services) of the Bid Form Pricing Sheet and other brands, however Bidders must be able to provide a manufacturer's letter for all brands sold by Bidder, upon request.

13. DISCONTINUED AWARDED LINE ITEMS: Successful Bidder(s) are required to notify the Purchasing Department when manufacturers have discontinued awarded line item(s) within a reasonable amount of time. Official notification must be in written format via USPS, fax, or email referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. If no proposed replacement is available for an equal or lesser price, the District may consider a replacement with a higher initial MSRP, provided the discount rate offered by Bidder remains consistent. Successful Bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal.

14. WARRANTIES AND GUARANTEES: Successful Bidder(s) expressly warrant that the Equipment covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

15. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid and any resulting Agreements.

16. NO ASSIGNMENT: The successful Bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

17. HAZARDOUS MATERIALS/SUBSTANCES: If any Equipment that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Equipment presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the Contractor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by

identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

18. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war terrorism, infectious disease, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing. If such an event continues for sixty (60) or more days, either party may terminate the Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation.

19. HOLD HARMLESS/INDEMNIFY: The successful Bidder awarded the agreement will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement. Bidder agrees, at its own expense, cost and risk, to indemnify, defend, and hold harmless the District, its Governing Board, officers, agents, and employees against any and all personal injuries, damages, liabilities, cost, suits, or expenses, including reasonable attorney fees, arising out of any act or omission or the condition of any property owned or controlled by the Bidder in the performance of this Agreement.

20. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and successful Bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in these Bid Documents and resulting Agreement(s) shall be deemed to be inserted herein and the Bid Documents and Agreement(s) shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

22. SEVERABILITY: If any provisions of the Bid Documents and/or Agreement(s) shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of these Bid Documents and/or Agreement(s), which shall remain valid and enforceable according to its term.

23. DEFAULT: If successful Bidder fails or neglects to furnish and/or deliver the specified Equipment or Work at the prices quoted or at the times and places agreed upon or

otherwise fails to comply with the terms and conditions of these Bid Documents in their entirety, the District reserves the right to cancel existing orders of Equipment and/or Work affected by such default, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider, in accordance with law, for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

24. DRIVING ON PREMISES: The successful Bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be immediately reported to the Irvine Unified School District at (949) 936-5000.

BID FORM AND REQUIRED DOCUMENTS

BID NO. 23/24-01 IT
TECHNOLOGY EQUIPMENT AND PERIPHERALS

FOR

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604

Firm Name:			
Address:			
Telephone:		**Fax:**	
Email Address:			
Website For Online Catalog:			

BID FORM

Bidder Name: _____

To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District"

	Yes	No
1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, General Conditions, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, all insurance requirements, Technical Specifications and Requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, raining, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following: Bid No. 23/24-01 IT Technology Equipment and Peripherals All in strict conformity with the Bid Documents, including all Addenda on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All		

quantities shall be based on annual purchases by District within one calendar year. Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.		
2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.		
3. The initial term of the Agreement is five (5) years.		
4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Workplace Certification, W-9, Technical Specification and Requirements, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, within five (5) working days of the notice of award of the contract.		
5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.		

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone	Email

7. Name(s) of primary contact(s) who will service this contract/account.			
Name	**Address**	**Phone**	**Email**

8. Describe how many years of experience Bidder has providing schools with technology equipment similar to that included in the scope of this Project.

	Yes	No
9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.		

9.a. If Yes, provide name of public agency and details of the dispute:

	Yes	No
10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be deemed nonresponsive if the Bidder is does not hold required licenses and permits.		
11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the Equipment.		
12. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment		

under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).		
13. The Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.		
14. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.		
15. Bidder understands that time is of the essence.		
16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.		
17. Bidder understands that failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.		
18. Bidder agrees that Bid prices include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.		
19. Bidder agrees that all prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.		

20. List of References. Please provide references of school districts and/or public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.	
Reference 1	
Name	
Address	
Telephone No.	

Contact Person	
Description of Equipment	

Reference 2	
Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

Reference 3	
Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

Reference 4	
Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

Reference 5	
Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS
BID FORM PRICING SHEET

Complete the provided excel Bid Form Pricing Sheet. Vendors must submit **BOTH a pdf and excel Pricing Sheet** with proposals.

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS
BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit*
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	Description	Manufacturer & Model No.	Minimum Purchase Amount	Unit Cost	Discount %	Extended Price Per Unit
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				
4	AVerCharge C36I+	AVer C36I+ - CHRGC36I+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
17	Aruba AP-535 (US) Unified AP	JZ337A				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H23A				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers ***or*** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20___% Catalog Discount	

General Hardware Catalog Type Items							
	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

Network, Data Center, and Security Catalog Type Items						
	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	

General Software Catalog Type Items						
	Description	Can Comply? YES	NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	
43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items						
	Description	Can Comply? YES	NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	

Services						
	Description	Can Comply? YES	NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.*

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ *Date:* _____

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual

Name: _____

Signature: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

****

Partnership

Name: _____

Signature: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

****

Corporation

Name: _____
(a _____ Corporation)

Business Address: _____

Telephone _____

Signature: _____, President Date: _____

Print Name: _____, President Date: _____

Signature: _____, Secretary Date: _____

Print Name: _____, Secretary Date: _____

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

****

Joint Venture Name: _____

Signature: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

****

Other Parties to Joint Venture

If an individual Name: _____

Signature: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership Name: _____

Signature: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation Name: _____

(a _____ Corporation)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

REQUIRED DOCUMENTS

Please return this sheet with your Bid Documents

Bid Documents Due at the Submission of the Due Date

- ☐ Bid Form
- ☐ Bid Form Pricing Sheet (all pages)
- ☐ Noncollusion Declaration
- ☐ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☐ Certification of Restriction on Lobbying
- ☐ Piggyback Clause
- ☐ Manufacturer's letter(s) authorizing Bidder to sell

Other Forms not required until after award

- ☐ Agreement (sample Agreement included)
- ☐ Tobacco Use Policy
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Contact with Students
- ☐ Notice to Contractors Regarding Valid Criminal Records Summary
- ☐ Technical Specification and Requirements
- ☐ W-9
- ☐ Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

The undersigned declares:

I am the_____[Title] of _____[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signature

Print Name

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The _____
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;

2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of offeror) of

_____ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, 20__

By: _____
(Signature of authorized official)

_____
(Title of authorized official)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.

2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.

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

□ Yes, Piggyback Option Granted

□ No, Piggyback Option Not Granted

Signature: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

Address: _____

_____

_____

Email Address: _____

Telephone Number: _____

MANUFACTURER'S LETTER(S) AUTHORIZING BIDDER TO SELL

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 20__, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to an "District"), and _____, (successful Bidder, hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to comply with all the terms and conditions set forth in the Bid Documents and Contractor's bid for **Bid No. 23/24-01 IT, Technology Equipment and Peripherals**, including but not limited to the Notice Calling for Bid, Calendar of Events, Information for Bidders, General Conditions, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, W-9, Insurance Certificates and Endorsements, Technical Specifications and Requirements, thisAgreement, and all modifications, addenda and amendments thereto by this reference incorporated herein (Bid Documents). The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall timely perform everything required to be provided and performed, and shall provide, furnish and pay for all the shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment, utility, transportation services, and costs of optional services and products services required pursuant to this Agreement. All of said Work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order activated under this unit price agreement, unless otherwise agreed in writing, in accordance with sections 35 and 36 of the Information for Bidders included

in Irvine Unified School District Bid No. 23/24-01 IT. The cost shall be documented in the purchase order for each order of Equipment.

4. The initial term of the Agreement is five (5) years.

5. Time is of the essence.

6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all Work under this Agreement by providing Contractor thirty (30) days prior written notice of termination, Contractor shall:

(i) Cease operations as it applies to the District in the notice:
(ii) Take any actions necessary, as the District may direct, for the protection and preservation of the Work; and
(iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for technology equipment and peripherals (Work and Equipment as defined in RFP No. 23/24-01 IT) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. The Work shall be commenced on or before the fifth (5th) day after receiving each District purchase order and shall be completed within the number of consecutive days (including punchlist items) negotiated between the District and Contractor for each Project activated under this unit price Agreement not to exceed sixty (60) days unless actually agreed upon.

8. The Equipment in this bid and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by the Irvine Unified School District, and shall be delivered F.O.B. Irvine Unified School District or as directed by the purchase order(s) of said District in the quantities specified on the purchase order(s). Purchase orders will be issued a reasonable time in advance of date of delivery. All Equipment furnished shall be subject to inspection and rejection by Irvine Unified School District for defects or non-compliance with the specifications. The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor.

Unless otherwise specified, if any Equipment is not delivered within sixty (60) days following issuance of a purchase order, or if any Contractor delivers any Equipment which does not confirm to the specifications, the District may, at its option, annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new provider in accordance with law for furnishing such Equipment so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost

of supplying any Equipment by reason of the failure of the Contractor, as above stated, shall be paid by such Contractor.

9. To the fullest extent permitted by law, the Contractor at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless the District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor, either directly or by independent contract, upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) Any act or omission by the Contractor or any of its officers, agents, employees, subcontractors, suppliers, and/or person performing any of the Work pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the Work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with: failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders; any misrepresentations, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Contractor in connection therewith; any breach of duty, obligation or requirement under the Project Documents; any failure to provide notice to any party as required under the Project Documents; any failure to act in such a manner as to protect the District and the Project from loss, cost, expense or liability.

(d) Any third party claim alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) District's misuse of the product, (B) District modifications to the product, or (C) District continuing the allegedly infringing activity after Contractor has provided District with modifications that would have avoided the

alleged infringement. If the Solution becomes or, in Contractor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Contractor, or its designee, will either, (i) procure for District the right to continue using the Solution, (ii) replace or modify the Solution so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Contractor, then (iii) terminate this Agreement as to the infringing Solution, require the return of the allegedly infringing Solution and refund to District a portion of the fees paid by District in respect of the Solution depreciated on a straight-line basis over one (1) year from the Effective Date. Contractor agrees to notify District in the event of any claim against Contractor alleging intellectual property infringement regarding Equipment and Services listed in the Bid.

(e) Related to a data breach due to Contractor's recklessness, gross negligence, or intentional conduct.

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the District, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents and/or agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable. Contractor may not settle any claim against District unless the settlement unconditionally releases District of all liability.

10. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective Work and Equipment have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

12. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of providing Equipment and Work until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of Equipment and Work covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, Contractor agrees to name District, its Governing Board, officers, agents and employees as additional insured under said policy. Contractor shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. Contractor shall, at Contractor sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

(1) General Aggregate	$2,000,000
(2) Each Occurrence	$1,000,000
(3) Products/Completed Operations	$1,000,000
(4) Personal and Advertising Injury	$1,000,000
(5) Damage to Rented Premises	$50,000
(6) Medical Expense (any one person)	$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least $1,000,000 for each occurrence, unless waived/reduced by the DISTRICT.

ii._____Umbrella (excess) liability insurance coverage with a limit of $3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the District.

iii._____Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Work.)

iv._____Professional Liability Insurance with a limit of $1,000,000 per occurrence, unless waived by the District.

v._____Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in this Agreement shall not in any way limit the liability of the Contractor.

b._____Prior to commencing providing Equipment and Work under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

13. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

14. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

15. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

16. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

(2) If notice is given to Contractor, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this

Agreement, and sent by registered or certified mail with postage prepaid, or by email with read receipt requested.

17. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA.

18. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

19. This Agreement and all documents referenced herein constitute the entire agreement of the parties. No other agreements, oral or written, pertaining to the Work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

20. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

21. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT	**CONTRACTOR**
Signature: _____	Signature: _____
_____	_____
Print Name	Print Name

Title	Title
Date	Date
IUSD Board Approval Date	Contractor's License No. (if applicable)
	Tax ID No.

(Corporate Seal of Contractor, if corporation)

Exhibit A

Bid Form Pricing Sheet

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self- insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self- insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintain a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.
I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

CONTACT WITH STUDENTS

☐ I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel), unless under the immediate supervision and control of a parent, legal guardian, or District employee.

OR

☐ Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or District employee.
**If checking this box a Certification by Contractor is required.*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Governing Board of Irvine Unified School District

I, _____, am the _____ of
Name of individual Title

_____
Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.S(c) or serious felony as defined in Penal Code Section l l 92.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Legal Name of Contractor

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

As technology advances, it is understood that improved or enhanced equipment may supersede existing Equipment in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of the awarded Agreement(s), to be included under the general umbrella of compatible product lines and are thus specifically included in these Bid Documents.

As new models are introduced in the future, this bid and the resulting Agreement(s) will allow purchases of those models. The price will be determined by the successful Bidder subtracting the same discount margin percentage to these models, as calculated on current models. Bidder may be required to produce list/price or manufacturer costs.

All sales of computer units must be from authorized dealers only, with proof provided by manufacturer.

The District may purchase (at its discretion) additional units throughout the life of the Agreement at the prices listed in successful Bidder's Bid Form Pricing Sheet, allowing only price increases reflecting original manufacturer's cost increases to the successful Bidder. Documentation may be required to prove price increase from the manufacturer to the successful Bidder.

Purchases by the Irvine Unified School District to the successful Bidder for awarded technology equipment and peripherals shall be in the form of a Purchase Order.

I understand and agree to all conditions listed above.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

W-9 FORM

Current Version Available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

CERTIFICATE OF LIABILITY INSURANCE

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS SCORING SHEET TEMPLATE

Vendor: _____

Entered by: _____ Checked by: _____

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Responsive/Non Responsive*	*Scoring Hypothetical Purchase Quantity*	*Proposed Unit Cost*	*Total Dollar Amount*
1	HP Chromebook 11 g9 n4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA		10000		$0.00
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US		10000		$0.00
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US		10000		$0.00
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142		10000		$0.00
1.d.	Acer C734-C0FD	Acer C734-C0FD; NX.AYVAA.001; 195133135887		10000		$0.00
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA		2000		$0.00
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS		2000		$0.00
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T		2000		$0.00
2.c.	Acer R753T-C8H2	Acer R753T-C8H2; NX.A8ZAA.005; 195133135863		2000		$0.00
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW		12000		$0.00
4	Aver C36i+	AVer C36i+ - CHRGC36I+		100		$0.00
5	Poly Studio X52	Poly Studio X52 Video Kit - 8D8L1AA#ABA		5		$0.00
6	Aver M11-8M	Aver VISIM118M		100		$0.00
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ		20		$0.00
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ		10		$0.00
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ		10		$0.00
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C		5		$0.00
10.a.	Extreme Network 7520-48YE-8CE-AC-F	Extreme Network 7520-48YE-8CE-AC-F		5		$0.00
11	Aruba 6300M 48G 4SFP56 Switch	JL663A		75		$0.00
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A		150		$0.00
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A		150		$0.00

13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T		150		$0.00
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A		150		$0.00
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"		150		$0.00
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A		150		$0.00
15.a.	Extreme Network 100G-DACP-QSFPZ5M	Extreme Network 100G-DACP-QSFPZ5M		150		$0.00
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D		100		$0.00
16.a.	Extreme Network 10301	Extreme Network 10301		100		$0.00
17	Aruba AP-535 (US) Unified AP	JZ337A		325		$0.00
17.a.	Extreme Network AP510C-WW	Extreme Network AP510C-WW		325		$0.00
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A		75		$0.00
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC		75		$0.00
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U		5		$0.00
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA		10		$0.00
21	Epson Powerlite L260F - 3LCD projector	V11HA69020		300		$0.00
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020		200		$0.00
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C		20		$0.00
24	Lightspeed Topcat Classroom Audio	TCN-FS-M		250		$0.00
25	ATLASied pOe+ INDOOR WALL MOUNT	IP-SDM		300		$0.00
Short List Bid Item Total:						**$0.00**

**Proposed & approve substitutions will be scored when originally requested equipment is not proposed. Each line Item Number willbe calculated only once.*

Catalog Discount:

General Hardware Catalog Type Items

Line #	*Description*	*Responsive/Non Responsive*	*Scoring Hypothetical Purchase Amount*	*Catalog Discount (based on MSRP)*	*Total Dollar Amount*
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.		$300,000.00		$300,000.00

27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.		$1,000.00		$1,000.00
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.		$1,000.00		$1,000.00
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.		$1,000.00		$1,000.00
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.		$1,000.00		$1,000.00
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.		$1,000.00		$1,000.00
Total:					**$305,000.00**

Network, Data Center, and Security Catalog Type Items

Line #	*Description*	*Responsive/Non Responsive*	*Scoring Hypothetical Purchase Amount*	*Catalog Discount (based on MSRP)*	*Total Dollar Amount*
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.		$1,000.00		$1,000.00
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus		$1,000.00		$1,000.00
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.		$1,000.00		$1,000.00
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.		$1,000.00		$1,000.00
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite		$1,000.00		$1,000.00
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.		$1,000.00		$1,000.00
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.		$1,000.00		$1,000.00
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.		$1,000.00		$1,000.00
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.		$1,000.00		$1,000.00

Total:					**$9,000.00**
General Software Catalog Type Items					
Line #	***Description***	***Responsive/Non Responsive***	***Scoring Hypothetical Purchase Amount***	***Catalog Discount (based on MSRP)***	***Total Dollar Amount***
41	Microsoft 365 Education Licensing		$1,000.00		$1,000.00
42	Microsoft Licensing - Server		$1,000.00		$1,000.00
43	Google Workspace for Education		$1,000.00		$1,000.00
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.		$1,000.00		$1,000.00
Total:					**$4,000.00**
Audio Visual Catalog Type Items					
Line #	***Description***	***Responsive/Non Responsive***	***Scoring Hypothetical Purchase Amount***	***Catalog Discount (based on MSRP)***	***Total Dollar Amount***
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.		$1,000.00		$1,000.00
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.		$1,000.00		$1,000.00
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.		$1,000.00		$1,000.00
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.		$1,000.00		$1,000.00
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom		$1,000.00		$1,000.00
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.		$1,000.00		$1,000.00
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.		$1,000.00		$1,000.00
Total:					**$7,000.00**
Services					
Line #	***Description***	***Responsive/Non Responsive***	***Scoring Hypothetical Purchase Amount***	***Catalog Discount (based on MSRP)***	***Total Dollar Amount***

52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.		$1,000.00		$1,000.00
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.		$1,000.00		$1,000.00
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.		$1,000.00		$1,000.00
Total:					**$3,000.00**
Catalog Total:					**$328,000.00**
GRAND TOTAL:					**$328,000.00**

**Note: This is NOT AN ORDER. Quantities have been established purely to provide a hypothetical purchase to allow for scoring of Bids.*

THE ORANGE COUNTY
REGISTER
1920 Main Street, Suite 209
Irvine, California 92614
(714) 796-7000
legals@inlandnewspapers.com

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Account Number:	5190958
Ad Order Number:	0011661957
Customer's Reference/PO Number:	
Publication:	The Orange County Register
Publication Dates:	04/22/2024 and 04/29/2024
Total Amount:	$2940.72
Payment Amount:	$0.00
Amount Due:	$2940.72
Notice ID:	GrCU5oxZN5RsjiYFZfxK
Invoice Text:	NOTICE CALLING FOR BIDS DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT BID DEADLINE: May 29, 2024 at 1:00 pm PLACE OF RECEIPT: Irvine Unified School District Attn: Michelle Bennett 5050 Barranca Parkway Irvine, California 92604 NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for Bid No. 23/24-01 IT Technology Equipment and Peripherals. BID DOCUMENTS can be downloaded on April 22, 2024 at: https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps . Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the Bid Documents. Pre-Bid Vendor Conference: Irvine Unified School District will conduct a non-mandatory pre-bid vendor conference on May 2, 2024 at 1:00pm pacific time at https://iusd.zoom.us/j/81506668314?pwd=Zmp5TFI1QVgxMDUvTCtoNDFZNVZPZz09 Meeting ID: 815 0666 8314, Passcode: 49CQRh One tap mobile - Find your local number: https://iusd.zoom.us/u/kduJjSyYID, Meeting ID: 815 0666 8314, Passcode: 704408. Vendors who wish to attend this meeting should RSVP to MichelleBennett@iusd.org. Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at MichelleBennett@iusd.org by 12:00 pm on May 15, 2024. All responses will be posted to IUSD's website. Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities

See Proof on Next Page

THE ORANGE COUNTY
REGISTER
The Orange County Register
1920 Main Street, Suite 209
Irvine, California 92614
(714) 796-7000

0011661957

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Orange

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Orange County Register, a newspaper of general circulation, printed and published in the City of Irvine*, County of Orange, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Orange, State of California, under the date of November 19, 1905, Case No.A-21046. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/22/2024, 04/29/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Irvine, California

On this 29th day of April, 2024.

Sandra Campos

Signature

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **May 29, 2024 at 1:00 pm**

PLACE OF RECEIPT: Irvine Unified School District
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 23/24-01 IT Technology Equipment and Peripherals.**
BID DOCUMENTS can be downloaded on April 22, 2024 at: **https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps.**
Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the Bid Documents.
Pre-Bid Vendor Conference: Irvine Unified School District will conduct a non-mandatory pre-bid vendor conference on May 2, 2024 at 1:00pm pacific time at https://iusd.zoom.us/j/81506668314?pwd=Zmp5TFJ1QVgxMDUvTCtoNDFZNVZPZz09
Meeting ID: 815 0666 8314, Passcode: 49CQRh
One tap mobile - Find your local number: https://iusd.zoom.us/u/kduJ1SyY1D, Meeting ID: 815 0666 8314, Passcode: 704408. Vendors who wish to attend this meeting should RSVP to MichelleBennett@iusd.org.
Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at MichelleBennett@iusd.org by 12:00 pm on May 15, 2024. All responses will be posted to IUSD's website.
Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board
The Orange County Register
Published: 4/22, 4/29/24

Receive Proposals/Award Contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals

Content | Public Comments

Rationale

Bid No. 23/24-01 IT Technology Equipment and Peripherals was advertised per Public Code on April 22, 2024 and April 29, 2024. A bid due date of May 29, 2024 was set; eight (8) contractors responded to the call for bids. The bids were evaluated by Information Technology and Purchasing staff to ensure adherence to Irvine Unified School District (District) specifications and responsiveness according to Public Contract Code.

CDW Government LLC (Contractor) has been determined to be the lowest responsive and responsible bidder.

The initial term of the proposed contract is January 1, 2025 through December 31, 2029, a term of five (5) years, in accordance with provisions contained in Education Code Section 17596.

IUSD/Ford/Bennett
Board Agenda
August 27, 2024

Financial Impact

General Fund and Restricted Funding Sources
Amount of Expenditure Undetermined – School sites and programs will make purchases within budget allocation amounts.
Savings are anticipated due to reduced pricing of the bid contract.

Recommended Motion

Authorize the Assistant Superintendent of Business Services to award the contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals to CDW Government LLC, effective January 1, 2025 through December 31, 2029.

Quick Summary / Abstract

Authorize the Assistant Superintendent of Business Services to award the contract for Bid No. 23/24-01 IT, Technology Equipment and Peripherals to CDW Government LLC, effective January 1, 2025 through December 31, 2029.

Request for Information No. I
Bid No. 23/24-01 IT
April 23, 2024

Response to Proposers' Questions

1.1 **Question**: Are protective Chromebook cases a part of this bid?

Answer: This Bid is set up with a Short List Bid Items and a Catalog Discount. Items that are not listed separately in the Short List Bid Items may be included in the Catalog Discount, including Chromebook cases. Line No. 27 of the Bid Pricing Sheet identifies *"Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder."*, which includes Chromebook cases. Please refer to the Bid for additional details.

Request for Information No. II
Bid No. 23/24-01 IT
April 30, 2024

Response to Proposers' Questions

2.1 **Question**: We are new to this type of (catalog) bid. Are you or your team able to hop on a quick [T]eams call with us to give us a clearer understanding as to how this works to make sure we bid correctly?

Answer: Unfortunately, in an effort to ensure that all vendors receive the same information and the process is fair and impartial our team is not meeting with individual vendors to discuss the Bid. All questions should be asked during the Pre-Bid Vendor Conference and through the official RFI process, as described in detail in the Bid documents.

2.2 **Question**: Regarding Chromebook Cases and or student heads[et]s for this bid.. Will you be accepting FREE SAMPLES to evaluate ?

Answer: Irvine USD is not requesting samples at this time. Vendors requesting substitutions for items specified in the Bid Pricing Sheet - Short List Bid Items should submit descriptive technical literature fully describing the claimed "or equal" Equipment (manufacturer's specifications and a picture of the specific item) along with other required information, as specified in Information For Bidders Section 19 of the Bid.

2.3 **Question**: Are you wanting connected chromebooks with cellular data services included, or is it just straight equipment?

Answer: The chromebooks included in the Short List refer to straight equipment with no cellular data services.

2.4 **Question**: We do not carry inventory for the type of chrom[e]books you['re] asking for in the ~~RFP~~ [Bid]. However, we do provide other types of chromebooks which are subsidized and connected via cellular data. Do you have a moment this week to touch base for a quick call to discuss?

Answer: Vendors requesting substitutions for items specified in the Bid Pricing Sheet - Short List Bid Items should submit Descriptive technical literature fully describing the claimed "or equal" Equipment (manufacturer's specifications and a picture of the specific item) along with other required information, as specified in Information For Bidders Section 19 of the Bid.

Unfortunately, in an effort to ensure that all vendors receive the same information and the process is fair and impartial our team is not meeting with individual vendors to discuss the Bid. All questions should be asked during the Pre-Bid Vendor Conference and through the official RFI process, as described in detail in the Bid documents.

2.5 **Question**: [I]s this bid exclusively for Irvine USD? I'm curious why you don't want to do another Ed[ ]Tech JPA bid?

Answer: This bid is run by Irvine Unified School District and has no affiliation with Ed Tech JPA. Ed Tech JPA typically focuses on education technology software and runs RFPs. This is a bid for hardware, which is different from Ed Tech JPA's typical focus.

Request for Information No. III
Bid No. 23/24-01 IT
May 6, 2024

Response to Proposers' Questions

3.1 **Question**: Does Irvine USD have their own Microsoft Master Campus and School Agreement with Microsoft, or is Irvine USD currently purchasing under the Microsoft Master Campus and School Agreement associated with CITE?

Answer: Irvine currently purchases its Microsoft licensing through California IT in Education (CITE)'s CAMSA agreement/program. The CAMSA agreement is close to the five year term limit imposed by Ed Code, so Irvine is considering alternative purchasing vehicles. The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services. Irvine does not guarantee that all of its Microsoft licensing purchases will be made through the agreement resulting from this Bid.

3.2 **Question**: If Irvine USD has its own Microsoft Master Campus and School Agreement, how many individual EES enrollments are associated with the Master Agreement for Irvine USD?

Answer: IUSD's current agreement includes the following:

Education Qualified Users Count: 2,843
Student Count: 42,500

SKU	Item	Quantity
9GS-00128	CISSteDCCore ALNG LicSAPk MVL 16LicCoreLic	82
AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	2,843
GST-00001	PwrBIPremP1EDU ShrdSvr ALNG SubsVL MVL	1
NK5-00001	PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUser	15
H30-00237	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	25
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	8
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	8
D87-01057	VisoPro ALNG LicSAPk MVL	25
MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	15
6VC-01251	WinRmtDsktpSrvcsCAL ALNG Lic SAPk MVL DvcCAL	30

AAD-38405	M365 EDU A5 Unified ShrdSvr ALNG Subs VL MVL PerUsr STUUseBnft	42,500

3.3 **Question**: Can Irvine USD provide a copy of its current licensing agreement with Microsoft along with any custom terms or discount amendments attached to their current licensing agreement with Microsoft?

Answer: Irvine currently purchases its Microsoft licensing through California IT in Education (CITE)'s CAMSA agreement/program.

3.4 **Question**: On the required bid pricing sheet, rows 80 and 81, "Microsoft 365 Education Licensing" and "Microsoft Licensing -Server" are listed. Additional details are needed to respond to the "Catalog Discount" portion of the required bid pricing sheet specific to Irvine USD's Microsoft licensing. Can Irvine USD provide a report showing all current M365, Server, additional products, and quantities for the Microsoft licensing that the school district is utilizing today?

Answer: See RFI No. 3.2.

3.5 **Question**: Can Irvine USD confirm the term dates of their current licensing agreement with Microsoft, along with the school district's licensing agreement number?

Answer: Irvine's Agreement No. 5523254 is for the term: August 1, 2023 through July 31, 2024.

3.6 **Question**: Can Irvine USD provide the contact information for their Account Executive with Microsoft?

Answer: Irvine USD does not typically provide non-District contact information in response to Bid RFIs.

3.7 **Question**: Once vendor responses are received on May 29th, is it Irvine USD's intent to have a Best and Final Offer (BAFO) period? Or is the pricing to be provided in response to the RFP expected to be a vendor's Best and Final Offer?

Answer: It is expected that Bid Pricing included in Bid Responses is Bidders' best and final offers.

The District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the Project to the District's satisfaction within the prescribed time (Information for Bidders section 13).

The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list

all of the possible Project timelines, quantities, features, options, etc. in this manner. The District wishes to take advantage of volume discounts for orders of large quantities of Equipment and Work, etc. For this reason, the District retains the right to negotiate prices below the unit bid prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Bidder and District, for any particular projects to be initiated within the overall contract (Information for Bidders section 35).

3.8 **Question**: On page 6, number 4, the district states the signatures of all persons shall be in longhand and in ink or signed via approved electronic signature platform.

A. Can you clarify what the approved electronic platforms are?
B. Will wet signatures be required on the original or can electronic signatures be used on the 1 original and 2 copies?

Answer: A. Approved electronic signature platforms include signature verification, such as Docusign.

B. Electronic copies of approved signatures are acceptable (Ex: the 2 copies can be scanned and printed copies of the original bearing the wet signature Ex 2: Docusign signatures are acceptable on the original and 2 copies).

3.9 **Question**: On page 15, number 32, the district states that a minimum of 4 references need to be included, and on the bid form pages 26-28 there are 5 reference tables to complete. Can you confirm the total number of references required?

Answer: Four references are required. If a Bidder does not wish to complete the fifth table in criteria no. 20 of the Bid Form they are not required to.

3.10 **Question**: Can IUSD provide estimates on the number of devices and how many locations will be utilizing this contract?

Answer: The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services. Irvine USD is a growing district with over 38,000 students, 45 schools and additional administrative locations.

The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening (Information for Bidders section 11). Quantities shown in the Bid Form Pricing Sheet are estimates only and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid (General Conditions section 3).

3.11 **Question**: What are IUSD's deployment expectations?

Answer: The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by

Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner." Please see the Bid for additional information related to delivery expectations. Specific deployment expectations may vary depending on the scope of the project, products ordered and their availability, and the requested implementation services.

3.12 **Question**: Is this bid for IUSD locations only, or the entire Ed[ ]Tech JPA organization?

Answer: Please see RFI No. 2.5.

3.13 **Question**: Does IUSD expect to award a single or multiple vendors?

Answer: The intent of this Bid is to award to a single vendor. In the event that no one vendor offering broad catalog categories meets the requirements for award, and Irvine USD desires to award to multiple vendors, The District would have to work with legal counsel to determine if multiple awards may be allowed. In the event no one vendor meets the criteria for award, the District reserves the right to reject all Bids (Information for Bidders section 11).

Please keep in mind that the award of this Bid does not ensure an exclusive relationship. Vendors that may not have the ability to provide solutions and equipment across a majority of technology catalog categories should be advised that Irvine USD may still obtain individual quotes and use alternative procurement vehicles in some instances. Information for Bidders section 36 states: "To get the best overall prices, and to save on "hidden" administrative processing costs, the District may not use (at their sole discretion) the unit price contracting method utilization in this bid process to complete small Projects, below this limit."

3.14 **Question**: Due to the complexity of the RFP, is IUSD willing to extend the RFP deadline an additional two weeks?

Answer: Unfortunately Irine USD cannot entertain an extension to the proposal due date. Proposals are due by 1:00 pm on May 29, 2024 (over 5 weeks after the release of the Bid).

3.15 **Question**: Is Irvine USD opposed to multiple awards or will this be a single award RFP only?

Answer: Please see RFI No. 3.13.

3.16 **Question**: Are there any qualifiers or incentives for local businesses submitting a proposal?

Answer: Irvine USD's award will be to the lowest responsive and responsible Bidder. Low bid will be calculated by the total costs of the bid responses against a hypothetical scenario(s). Responsive and responsible vendors will be determined by Bidders' compliance with bid terms and conditions, and Bidders' ability to provide solutions and equipment across the greatest number of technology catalog categories (Information For Bidders section 11). Including information related to being a local business,

references, and capacity of the vendor may aid in determining whether a vendor can adequately provide services and is responsive and responsible.

3.17 **Question**: In the bid it states that the services will not be piggybackable statewide, but services are listed later in the bid. Can you please clarify the intent?

Answer: The Piggyback Clause form states "Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor."

This is a standard form required by our County Office of Education. Irvine USD recognizes that there may be different interpretations regarding what types of services can be piggybacked in bids. Irvine USD understands that the previous Bid No. 19/20-01 IT was widely used and is happy to agree to another piggybackable agreement in response to the Bid. The District does not make any determination on behalf of other agencies regarding what type of products and /or services are piggybackable under this Bid. The District encourages agencies planning to purchase based on a piggyback of the resulting agreement to consult with their county and legal counsels.

Irvine USD's award will be to the lowest responsive and responsible Bidder. Low bid will be calculated by the total costs of the bid responses against a hypothetical scenario(s). Responsive and responsible vendors will be determined by Bidders' compliance with bid terms and conditions, and Bidders' ability to provide solutions and equipment across the greatest number of technology catalog categories.

3.18 **Question**: When would a potential start date be for a contract under this bid, as the current contract is set to expire at the end of 2024?

Answer: The agreements resulting from the previous Bid No. 19/20-01 IT is set to expire December 31, 2024. Irvine USD plans to establish a new agreement with the prevailing Bidder for this Bid prior to that date to allow for some overlap in contract terms. The District is cognizant that a lapse in contract term dates may adversely affect long term projects and other districts piggybacking on the previous Bid. Other districts who may piggyback off the resulting agreement from this Bid would need ample time for the agreement to allow for their board approval and contracting processes. During the brief time frame where both agreements are in effect Irvine USD will make determination regarding which agreement to use based on pricing and the best determination for the District for each project.

3.19 **Question**: If we intend to propose alternatives, will samples be required prior to award?

Answer: Please see RFI No. 2.2. Irvine USD is not requesting samples at this time. Vendors requesting substitutions for items specified in the Bid Pricing Sheet - Short List Bid Items should submit

descriptive technical literature fully describing the claimed "or equal" Equipment (manufacturer's specifications and a picture of the specific item) along with other required information, as specified in Information For Bidders Section 19 of the Bid. Requests for substitutions must be submitted in writing along with the supporting documentation prior to the RFI Deadline (May 15, 2024).

3.20 **Question**: SHI sent over a list of questions regarding Microsoft licenses, will an information sheet or document with the current Microsoft licensing for the district be provided?

Answer: Please refer to RFIs No. 3.1 - 3.6. RFI questions are answered as early as possible, typically within a few days up to a week, in an effort to allow Bidders ample time to finalize responses. Please keep in mind that it takes Irvine USD's team time to compile answers to ensure the most accurate responses. All RFI responses will be posted by May 22, 2024.

Request for Information No. IV
Bid No. 23/24-01 IT
May 9, 2024

Response to Proposers' Questions

4.1 **Question**: I thought Chromebook cases were not a part of this bid, or am I mistaken [name redacted]? Are they a part of this bid or not, I am confused.

Answer: Please see RFI No. 1.1.

4.2 **Question**: My question would be is Irvine wanting to purchase Chromebook cases this year or not?

Answer: Irvine USD does not plan to purchase chromebook cases this year.

The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

4.3 **Question**: A. Can you give me a guess as to the scope/quantity you are expecting to purchase from this bid? Do you anticipate tens and twenties of systems? Hundreds of systems?
B. Can we hop on a quick call to discuss?

Answer:
A. IUSD is a school district serving over 38,000 students in 45 schools. We are 1:1 with student Chromebooks and have a robust technology infrastructure. This bid is intended to provide a purchasing vehicle to allow for strategic projects and a regular refresh of technology throughout the district. While we don't have specific estimates at this time for each line item on the bid, we expect the sales volume generated from this bid to be substantial.

The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

B. Unfortunately, in an effort to ensure that all vendors receive the same information and the process is fair and impartial our team is not meeting with individual vendors to discuss the Bid. All questions should be asked through the official RFI process, as described in detail in the Bid documents.

Request for Information No. V
Bid No. 23/24-01 IT
May 14, 2024

Response to Proposers' Questions

5.1 **Question:** I have good news regarding the pricing and stock availability of all the requested parts, except for the TCN-FS-M. While we are exploring comparable alternatives, I wanted to inquire whether not being able to provide a solution for this specific item would disqualify [name redacted] from consideration, given that we would only be able to respond to 24 out of the 25 line items.

Answer: If a bidder is unable to provide a specific item in the Short List Bid Items the District recommends they follow the Substitution Request procedure as described in the Bid (Section 19 of the Information for Bidders).

"The District's contract award will be made based on the cost of the proposal, compliance with bid terms and conditions, and *Bidders' ability to provide solutions and equipment across the greatest number of technology catalog categories*. The District has also provided a short list of specific Equipment and part numbers as a brief cross-sampling. This short list is solely an example to the District, and the amount of weight in scoring of submitted bids that this short list, catalog discount items, and services will receive will be solely at the option and discretion of the District. The District will determine low bid by totaling a hypothetical scenario(s) provided at the Bid Opening" (Information for Bidders section 11).

Irvine USD cannot guarantee that the ability to provide a specific number of Short List Bid items and Catalog Discount Items will qualify a bidder as adequately able to provide services, responsive and responsible; this determination will be made by scoring/comparing bids received at the Bid Opening.

5.2 **Question**: Alternatively, would the bid be considered for a split award[?]

Answer: Please see RFI 3.13

5.3 **Question**: In addition, I have noticed that there is an HP Big Deal on file for both PC and Print solutions. I would like to request your IT decision maker's support in adding [name redacted] to the HP Big deal for both Print and PC. If you could kindly respond with your approval, I will immediately work with the HP direct team to ensure that we offer the best possible pricing on these products[.]

Answer: Prior to the bid opening Irvine USD requested that HP allow all resellers access to its Big Deal pricing to allow all Bidders an equal opportunity. The Big Deal should not be exclusive to any one provider. The District has followed up with HP to ensure that the Big Deal is not exclusive. HP has assured the District that pricing should be out to all vendors who reach out starting May 13th.

Irvine USD does not grant permission for any Bidder to register exclusive deals as its provider in response to this Bid. The District intends that the bidding process is fair and impartial, which includes not registering for exclusive deals or representing a relationship for a Bid that has not yet been awarded.

5.4 **Question**: We are asking IUSD to consider four "or equal" substitutions to the HP Chromebooks listed on your RFP, Lines 1 and 2. Substitute model names and part numbers are listed below. Technical specifications and images for our substitutions are included in the User Manuals attached. They are large files and uploaded to OneDrive. I have a link below. Please let me know if you're able to access and download. Thank you for your consideration. Please let us know if you have questions.

Line #	Description	Manufacturer & Model No.
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA

A. "or equal" substitutions for HP Chromebook 11 G9 EE – N4500 32/4 (HP Chromebook 11 G9 EE – 3V2Y2UT#ABA)

(i) Lenovo 100e G3

Lenovo Part number : 82UY0000US

(ii) Lenovo 100e G4

Lenovo Part number : 83G80002US

B. "or equal" substitutions for HP Fortis x360 G3 11" 2-in-1 – N4500 32/4 (HP Fortis x360 G3 J – 7L300UT#ABA)

(i) Lenovo 300e G4

Lenovo Part number : 82W2000AUS

(ii) Lenovo 500e G3

Lenovo Part number : 82JB003XUS

Answer:

A. (i) This substitution is approved. Please refer to Addendum No. I and the updated Bid Form Pricing Sheet.

(ii) This substitution is approved. Please refer to Addendum No. I and the updated Bid Form Pricing Sheet.

B. (i) Unfortunately, this proposed substitution is not approved due to a different processor that is not equivalent to the item listed in the original bid documents.
(ii) This substitution is approved. Please refer to Addendum No. I and the updated Bid Form Pricing Sheet.

5.5 **Question**: There is a list of General Hardware Catalog Type Items. Will there be a purchase made for desktops and laptops under this RFP or will the purchase consist of only items listed in the Short list bid items?

Answer: Irvine USD anticipates purchasing desktops and laptops from the Agreement resulting from the award of this Bid.

IUSD is a school district serving over 38,000 students in 45 schools. We are 1:1 with student Chromebooks and have a robust technology infrastructure. This bid is intended to provide a non-exclusive purchasing vehicle to allow for strategic projects and a regular refresh of technology throughout the district. While we don't have specific estimates at this time for each line item on the bid, we expect the sales volume generated from this bid to be substantial.

The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

Addendum No. 1

May 14, 2024

Change and Clarifications

1.1 The Bid Form Pricing Sheet for Bid No. 23/24-01 IT Technology Equipment and Peripherals shall be amended to read as follows:

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit*
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit*
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS				

3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				
4	AVerCharge C36i+	AVer C36i+ - CHRGC36I+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
17	Aruba AP-535 (US) Unified AP	JZ337A				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H23A				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers ***or*** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20___% Catalog Discount	

General Hardware Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	

31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

Network, Data Center, and Security Catalog Type Items

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	

General Software Catalog Type Items

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	
43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	

48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	
Services						
	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

**** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.***

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ ***Date:*** _____

Request for Information No. VI
Bid No. 23/24-01 IT
May 16, 2024

Response to Proposers' Questions

6.1 **Question**: Would any of the ceilings be greater than 14 ft and require a lift for running cables or installing the projectors/displays/speakers?

Answer: The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

The items included in the Short List bid items are presumed to NOT include installation services. Please provide pricing for equipment only for these line items.

Installation services should be included in the Catalog Discount - Services section of the Pricing Form. The District understands that there may be different standard rates for installations requiring additional equipment/lifts. For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". In this section, Bidders are not required to specify a cost per hour for all installation services. Instead, Bidders may provide a range of rates (depending on installation circumstances) or provide a consistent discount off of published hourly rates. It is expected that the catalog discount rate would apply equally to all standard rates, including rates for lower ceilings/simple installations and rates for higher ceilings requiring additional equipment and lifts.

6.2 **Question**: Would work be done during standard business hours?

Answer: The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

The items included in the Short List bid items are presumed to NOT include installation services. Please provide pricing for equipment only for these line items.

Installation services should be included in the Catalog Discount - Services section of the Pricing Form. The District understands that there may be different standard rates for work done during regular business hours and work done outside of regular business hours. For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". In

this section, Bidders are not required to specify a cost per hour covering all installation services. Instead, Bidders may provide a range of rates (depending on installation circumstances) or provide a consistent discount off of published hourly rates. It is expected that the catalog discount rate would apply equally to all standard rates, including rates for work done during regular business hours and work done outside of regular business hours.

6.3 **Question**: Is there an estimate on the number of low voltage cabling runs needed?

Answer: Please see RFI No. 4.3.

6.4 **Question**: Are there quantities of any of the equipment? (I saw this question was already asked, but I want to make sure it includes the AV equipment)

Answer: Please see RFI No. 4.3. This applies to all listed equipment and services.

6.5 **Question**: Are there specific requirements for cabling, such as cabling certifications?

Answer: If a substitution for the Aruba 50G SFP56 to SFP56 0.65m DAC Cable included in Line 15 of the Short List Bid Items is desired, a Substitution Request for "or equal" cabling should be submitted pursuant to Information for Bidders section 19 in the Bid, within the RFI deadline. Suitability and valuation of "equals" rest in the sole discretion of the District.

Cabling listed in the Catalog Discount section is not specific to any one type of cabling. Bidders should submit catalog discounts as described in the Bid. Appropriate licensure to provide cabling services will be required and will be verified on a project-by-project basis with the awarded vendor.

The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

6.6 **Question**: On pg 18 section 9, it states that Bidders shall include a link to Bidder's online catalog on the bid form pricing sheet. Could you please confirm if it is indeed a requirement for bidders to have an online catalog? If yes, then I would like to express concerns regarding this requirement as it seems that mandating an online catalog may unfairly disadvantage companies that do not currently possess one and potentially limit the pool of eligible bidders and create a situation where the bidding process appears to favor those with existing online catalogs.

Answer: Section 9 of the General Conditions in the Bid states: "Bidders shall include a link to Bidder's online catalog on the Bid Form Pricing Sheet. The published catalog price must be verifiable during the course of each calendar year for the term of the Agreement for audit purposes."

The requirement to possess an online catalog is to ensure that pricing is transparent. Bidders that do not have a traditional online catalog may meet this requirement by providing a comprehensive price list for products and brands included in the bid response. That price list must be maintained and must be accessible to the District at any time to support purchasing and audit requirements. As this bid is designed to solicit a wide variety of products and services, a documented and accessible price list is essential.

6.7 **Question**: For the services section of the pricing sheet, how would you recommend us to price a discount off MSRP? Services do not have MSRP.

Answer: The catalog discounts proposed should reflect discounts off the standard rates provided by Bidders. For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link, and record the discount off those rates in the Catalog discount section.

6.8 **Question**: Can IUSD provide the addresses for all district locations that will receive products and services?

Answer: Irvine USD is a growing district and locations may change during the terms of the agreement resulting from this Bid. A majority of products are anticipated to be delivered to auxiliary sites. Below is a list of the current District locations.

Elementary Sites:

- Alderwood Elementary (K-6); 2005 Knollcrest, Irvine, CA 92603
- Bonita Canyon Elementary (K-6); 1 Sundance Drive, Irvine, CA 92603
- Brywood Elementary (K-6); 1 Westwood, Irvine, CA 92620
- Canyon View Elementary (K-6); 12025 Yale Court, Irvine, CA 92620
- College Park Elementary (K-6); 3700 Chaparral Avenue, Irvine, CA 92606
- Culverdale Elementary (K-6); 2 Paseo Westpark, Irvine, CA 92614
- Cypress Village Elementary (K-6); 355 Rush Lily, Irvine, CA 92618
- Deerfield Elementary (K-6); 2 Deerfield Avenue, Irvine, CA 92604
- Eastshore Elementary (K-6); 155 Eastshore, Irvine, CA 92604
- Eastwood Elementary (K-6); 99 Meander, Irvine, CA 92620
- Greentree Elementary (K-6); 4200 Manzanita Street, Irvine, CA 92604
- Irvine Virtual Academy Elementary (K-6); 1 Liberty, Irvine, CA 92620
- Loma Ridge Elementary (K-6); 500 Tomato Springs, Irvine, CA 92618
- Meadow Park Elementary (K-6); 50 Blue Lake South, Irvine, CA 92614
- Northwood Elementary (K-6); 28 Carson, Irvine, CA 92620
- Oak Creek Elementary (K-6); 1 Dovecreek, Irvine, CA 92618
- Portola Springs Elementary (K-6); 12100 Portola Springs, Irvine, CA 92618
- Santiago Hills Elementary (K-6); 29 Christamon West, Irvine, CA 92620
- Springbrook Elementary (K-6); 655 Springbrook North, Irvine, CA 92614

- Stone Creek Elementary (K-6); 2 Stone Creek South, Irvine, CA 92604
- Stonegate Elementary (K-6); 100 Honors, Irvine, CA 92620
- Turtle Rock Elementary (K-6); 5151 Amalfi Drive, Irvine, CA 92603
- University Park Elementary (K-6); 4572 Sandburg Way, Irvine. CA 92612
- Westpark Elementary (K-6); 25 San Carlo, Irvine, CA 92614
- Woodbury Elementary (K-6); 125 Great Lawn, Irvine, CA 92620

K-8 Sites:

- Beacon Park School (K-8); 200 Cultivate, Irvine, CA 92618
- Cadence Park School (K-8); 750 Benchmark, Irvine, CA 92618
- Plaza Vista School (K-8); 670 Paseo Westpark, Irvine, CA 92606
- Solis Park (K-8); 101 Abacus, Irvine, CA 92618
- Vista Verde School (K-8); 6 Federation Way, CA 92603

Middle School Sites:

- Jeffrey Trail Middle; 155 Visions, Irvine, CA 92620
- Lakeside Middle; 3 Lemongrass, Irvine, CA 92604
- Rancho San Joaquin Middle; 4861 Michelson Drive, Irvine, CA 92612
- Sierra Vista Middle; 2 Liberty, Irvine, CA 92620
- South Lake Middle; 655 West Yale Loop, Irvine, CA 92614
- Venado Middle; 4 Deerfield Avenue, Irvine, CA 92604

High School Sites:

- Irvine High; 4321 Walnut Avenue, Irvine, CA 92604
- Northwood High; 4515 Portola Parkway, Irvine, CA 92620
- Portola High; 1001 Cadence, Irvine, CA 92618
- University High; 4771 Campus Drive, Irvine, CA 92612
- Woodbridge High; 2 Meadowbrook, Irvine, CA 92604

Auxiliary Sites:

- Early Childhood Learning Center; 1 Smoketree, Irvine, CA 92604
- Legacy Creekside & Irvine Adult Transition Program; 311 West Yale Loop, Irvine, CA 92604
- El Camino Real (Administrative Facility;) 4782 Karen Ann Lane, Irvine, CA 92604
- District Office; 5050 Barranca Parkway, Irvine, CA 92604
- Network Operations Center (NOC)/Maintenance & Operations; 100 Nightmist, Irvine, CA 92618
- Creekside Education Center (Alternative/Virtual HS and Administrative Facilities); 3387 Barranca Parkway, Irvine, CA 92606

6.9 **Question**: In Agreement, #2, *...or as directed by purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, equipment utility, transportation services, and costs of optional services and products services required pursuant to this agreement.*

These questions aim to delve deeper into the details of the statement, ensuring a clearer understanding of the obligations and provisions outlined in the agreement.

A. Could you specify the scope of the purchase order mentioned in the statement?
B. Does Irvine Unified plan to add these services to the purchase order, or should they be considered on each item[']s pricing?
C. What exactly is included in "assembly" and "inside delivery" as per the purchase order?
D. How flexible are the terms regarding optional services and products?
E. How are transportation services costs calculated, and would these be additional costs added to the purchase order?

Answer:

A. The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

   There is not a pre-planned Purchase Order for any specific project at this time. A blank PO template is attached for reference.

B. Pursuant to Section 5 of the General Conditions in the Bid: "***Bid prices are to include*** shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products. Quoted prices must stay in effect for the initial term of the Agreement."

   Pursuant to the Bid Form Pricing Sheet: "***Bid prices are to include all costs associated with the proposed Solution including, but not limited to***, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation."

Pricing will be scored with the assumption that all Bidders have included all costs associated with proposed products and services in their provided pricing. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in the Bid.

C. The intent of this solicitation for bids is to provide a purchasing vehicle for a variety of technologies and associated services during the term of the resulting agreement. This bid has been designed as a unit-cost and catalog bid and is not intended for one specific project. Information for Bidders Section 35 states: "The unit prices set forth by Bidder in the Bid Form Pricing Sheet are intended to give the District flexibility in completing different size Projects for different time periods. However, it is not feasible to list all of the possible Project timelines, quantities, features, options, etc. in this manner."

   There is not a pre-planned Purchase Order for any specific project at this time. A blank PO template is attached for reference.

D. Optional services and products should be included in the Bid Form Pricing Sheet. Irvine USD cannot leverage an agreement resulting from this Bid to purchase items that are not included in the Bid.

E. Pursuant to Section 5 of the General Conditions in the Bid "***Bid prices are to include shipping, F.O.B. Irvine Unified School District* or as directed by the purchase order of said District, assembly...**".

   Pricing will be scored with the assumption that all Bidders have included all costs associated with proposed products and services in their provided pricing. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in the Bid.

6.10 **Question**: *Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents. 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.*

Please clarify section 21 of the bid packet as this language appears unclear and potentially contradictory regarding exceptions to the Agreement terms and conditions.

Answer: Information For Bidders Section 21 on the Bid includes this language so Bidders will be clear about any deviations they desire during the bidding process. 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. A Bidder's request for an exception to the Agreement terms and conditions will not automatically disqualify a Bidder from consideration. The District recognizes Bidders may request some alterations to Agreement terms that do not materially affect the Bidders' ability to perform or their compliance with the technical and logistical requirements of the Bid. Please reference Addenda No. II for clarification.

6.11 **Question**: Does this RFP require an online catalog submitted by the bidder on the manufacturers being offered?

Answer: Please see RFI No. 6.6.

Addendum No. II
Bid No. 23/24-01 IT
May 16, 2024

This addendum forms a part of the contract and modifies the original Bid documents. This addendum shall supersede all previously issued specifications, addenda and any other written or verbal direction. The modifications within this addendum shall be made part of the contract documents and shall be subject to all requirements thereto. **Bidders shall modify the following items wherever appearing in any portion of the Bid documents**.

Changes and Clarifications

2.1 Section 6, 9 and 11 of the General Conditions are amended to clarify that "for Services provided directly by Bidders and not through a manufacturer, MSRP should be interpreted as 'Provider's standard rate'. If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section."

The Bid Pricing Form has been updated accordingly (please see attached).

2.2 Section 9 of the General Conditions is hereby amended to clarify that "Bidders that do not have a traditional online catalog may meet this requirement by providing a comprehensive price list for products and brands included in the bid response. That price list must be maintained and must be accessible to the District at any time to support purchasing and audit requirements."

The Response Template and Bid Pricing Form have been updated accordingly (please see attached).

2.3 The Bid Form Pricing Sheet has been amended to include the words *"*includes shipping"* in the Short List Bid Items
and
"if applicable" in the Catalog Discount - Services Brand/Manufacturer section for Transparency (please see attached).

2.4 Section 21. of the Information for Bidders is hereby amended to read: "Deviations from Bid Terms and Conditions. Deviations from any bid term or condition *may* cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified in Bid Documents. 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."

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

IRVINE UNIFIED SCHOOL DISTRICT

PURCHASE ORDER

PURCHASE ORDER NUMBER (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)	
DELIVERY DUE DATE	

ISSUED/PRINTED	BID/REQUISITION #	BUYER	CONTACT PHONE NUMBER	VENDOR #	VENDOR ACCT #/TERMS	REQUESTOR/END USE	SHIP VIA/FOB
0 0			DELIVERY HOURS .	P: F:			

FROM/BILL TO:
IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604-4698

TO:

SHIP TO:

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION

Sample

ACCOUNTS AND AMOUNTS

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Assistant Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any supplier attempting to or providing such Incentives shall result in the immediate termination of any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. Debarment and Suspension: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction 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.

Subtotal:
Tax:
Discount:
Freight:
PO Total:

VENDOR

Authorized Signature

TERMS AND CONDITIONS

1. DEFINITIONS – The District/Office of the Irvine Unified School District shall be hereinafter referred to as the Irvine Unified School District and the Vendor shall be hereinafter referred to as Supplier.

2. LIMITATION OF PAYMENTS – Prices and amounts shown herein are the maximum amounts authorized for payment under this order (excluding any handling/delivery charges unless specified herein).

3. INVOICES – Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price, and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6. Failure to enter the above information on the invoice shall cause a delay in payment.

4. VARIATION IN QUANTITY – No variation in the quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.

5. DISCOUNTS – In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.

6. SHIPPING – Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, the Supplier shall prepay all shipping charges, route goods by the cheapest way (unless authorized to ship by other means) and bill the Irvine Unified School District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for handling/delivery charges which are not properly supported will not be paid. This does not apply to U.S. Mail or U.P.S. charges.

7. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be at destination, unless otherwise provided. Regardless of the F.O.B. point, the Supplier agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from and obligation hereunder.

8. PACKAGING – All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The Irvine Unified School District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Supplier shall mark the purchase order number on each container.

9. CAL-OSHA – The Supplier certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.

10. WARRANTY – The Supplier agrees that all supplies, equipment, or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier provides any customer for such supplies, equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Irvine Unified School District by any other provision of this order.

11. EXCUSABLE DELAYS – The Supplier shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Irvine Unified School District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

12. INDEPENDENT CONTRACTOR – While providing the supplies or services ordered herein, the Supplier is an independent contractor and not an officer, employee or agent of the Irvine Unified School District.

13. DEFAULT BY SUPPLIER – Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the Supplier.

14. ASSIGNMENT OF PURCHASE ORDER – The Supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the Irvine Unified School District.

15. HOLD HARMLESS – The Supplier shall hold harmless and indemnify the Irvine Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

    A. Any injury to property or person including death, sustained by the Supplier or by any person, firm, or corporation employed by the Supplier, directly or indirectly upon or in connection with the services hereunder, however caused; and
    B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Supplier, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed;
    C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the Irvine Unified School District on any such claim, demand, or liability, and pay or satisfy any judgment that may be rendered against the Irvine Unified School District, its officers, agents, or employees in any such action, suit, or other proceedings as a result of A and/or B above.

Sample

BID FORM AND REQUIRED DOCUMENTS

BID NO. 23/24-01 IT
TECHNOLOGY EQUIPMENT AND PERIPHERALS

FOR

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604

Firm Name:			
Address:			
Telephone:		**Fax:**	
Email Address:			
Website For Online Catalog:			

**If no online catalog is available: provide a comprehensive price list for products and brands.*
**If services are not included in a link to MSRP pricing: attach a listing of standard rates for services*

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	***Description***	***Manufacturer & Model No.***	***Minimum Purchase Amount***	***Unit Cost***	***Discount %***	***Extended Price Per Unit *Includes shipping***
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	***Description***	***Manufacturer & Model No.***	***Minimum Purchase Amount***	***Unit Cost***	***Discount %***	***Extended Price Per Unit *Includes shipping***
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS				
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				
4	AVerCharge C36i+	AVer C36i+ - CHRGC36I+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				

10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
17	Aruba AP-535 (US) Unified AP	JZ337A				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H23A				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers ***or*** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20___% Catalog Discount	

General Hardware Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

Network, Data Center, and Security Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	

33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	

General Software Catalog Type Items

	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	
43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items

	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	

Services

		Can Comply?		***Brand/Manufact***	***Catalog***

	Description	YES	NO	urer (if applicable)	Discount (based on MSRP)	Clarifications and/or Restrictions
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ ***Date:*** _____

Request for Information No. VII
Bid No. 23/24-01 IT
May 17, 2024

Response to Proposers' Questions

7.1 **Question**: Please see the attached proposed substitutions for bid 23/24-01 IT Technology Equipment and Peripherals.

Short List Bid Items - Substitution Request				
Line #	Description	Bid Manufacturer & Model No. (Listed in Bid)	Proposed Substitute "or equal" Manufacturer & Model No.	Descriptive Literature Attached? (Required for consideration
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA	ASUS CR1100CKAYZ142	Yes
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA	ASUS CR1100FKAYZ142T	Yes
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C	Extreme Network 7520-48YE-8CE-AC-F	Yes
11	Aruba 6300M 48G 4SFP56 Switch	JL663A	Extreme Network 5520-48T	Yes
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A	Extreme Network 5720-48MW	Yes
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	Yes
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Yes
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A	Extreme Network 100G-DACP-QSFPZ5M	Yes
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D	Extreme Network 10301	Yes
17	Aruba AP-535 (US) Unified AP	JZ337A	Extreme Network AP510C-WW	Yes
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H23A	Extreme Network AP460C-FCC	Yes

Answer:

Line 1: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 2: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 10: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 11: Unfortunately, this proposed substitution is not approved due to the higher port capacities for this switch are **optional unpopulated modules**, which is not equivalent to the item listed in the original bid documents.

Line 12: Unfortunately, this proposed substitution is not approved due to the higher port capacities for this switch are **optional unpopulated modules**, which is not equivalent to the item listed in the original bid documents.

Line 13: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 14: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 15: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 16: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Line 17: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

LIne 18: This substitution is approved. Please refer to Addendum No. III and the updated Bid Form Pricing Sheet.

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

Addendum No. III

May 17, 2024

This addendum forms a part of the contract and modifies the original Bid documents. This addendum shall supersede all previously issued specifications, addenda and any other written or verbal direction. The modifications within this addendum shall be made part of the contract documents and shall be subject to all requirements thereto. Bidders shall modify the following items wherever appearing in any portion of the Bid documents.

Change and Clarifications

3.1 The Bid Form Pricing Sheet for Bid No. 23/24-01 IT Technology Equipment and Peripherals shall be amended to read as follows:

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	***Description***	***Manufacturer & Model No.***	***Minimum Purchase Amount***	***Unit Cost***	***Discount %***	***Extended Price Per Unit *Includes shipping***
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	***Description***	***Manufacturer & Model No.***	***Minimum Purchase Amount***	***Unit Cost***	***Discount %***	***Extended Price Per Unit *Includes shipping***
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				

1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS				
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T				
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				
4	AVerCharge C36i+	AVer C36i+ - CHRGC36I+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
10.a.	Extreme Network 7520-48YE-8CE-AC-F	Extreme Network 7520-48YE-8CE-AC-F				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A				
15.a.	Extreme Network 100G-DACP-QSFPZ5M	Extreme Network 100G-DACP-QSFPZ5M				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
16.a.	Extreme Network 10301	Extreme Network 10301				
17	Aruba AP-535 (US) Unified AP	JZ337A				
17.a.	Extreme Network AP510C-WW	Extreme Network AP510C-WW				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A				
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers ***or*** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20___% Catalog Discount	

General Hardware Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			

26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	
Network, Data Center, and Security Catalog Type Items						
	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
General Software Catalog Type Items						
	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	

43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer	Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	

Services

	Description	Can Comply? YES	Can Comply? NO	Brand/Manufacturer (if applicable)	*Catalog Discount (based on MSRP)	Clarifications and/or Restrictions
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

**** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.***

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ ***Date:*** _____

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

Request for Information No. VIII
Bid No. 23/24-01 IT
May 28, 2024

Response to Proposers' Questions

7.1 **Question**: These are our substitutes. How would I go about having our devices added? Thank you!

HP 11 G9 N4500 32/4

734-C0FD

NX.AYVAA.001

195133135887

11.6 " IPS CLAMSHELL N4500 4GB 32GB

HP Fortis x360 G3J 11 2:1 N4500 32/4

R753T-C8H2

NX.A8ZAA.005

195133135863

11.6" IPS CONVERTIBLE N4500 4GB 32GB CAMERA (2)

Answer: This RFI was blocked by the District's email protection solution and was received after the deadline, despite timely submission. Due to the unusual circumstances the Bid deadline has been extended. Please refer to Addendum No. IV.

Line 1: This substitution is approved. Please refer to Addendum No. IV and the updated Bid Form Pricing Sheet.

Line 2: This substitution is approved. Please refer to Addendum No. IV and the updated Bid Form Pricing Sheet.

IRVINE UNIFIED SCHOOL DISTRICT

Addendum No. IV
Bid No. 23/24-01 IT
May 28, 2024

This addendum forms a part of the contract and modifies the original Bid documents. This addendum shall supersede all previously issued specifications, addenda and any other written or verbal direction. The modifications within this addendum shall be made part of the contract documents and shall be subject to all requirements thereto. **Bidders shall modify the following items wherever appearing in any portion of the Bid documents.**

Changes and Clarifications

4.1 The Calendar of Events is hereby amended to read:

CALENDAR OF EVENTS

Event	Details	Date
Bid Advertised	Orange County Register	April 22, 2024 & April 29, 2024
Bid Posted	IUSD Website	April 22, 2024
Last Day to Submit RFIs/Questions	MichelleBennett@iud.org	**June 3, 2024 at 12:00 pm**
Response to Questions/RFIs Posted	IUSD Website	**June 10, 2024**
Bid Deadline/Opening	**Irvine Unified School District Office - Board Room** 5050 Barranca Parkway Irvine, CA 92604	**June 17, 2024 at 12:30 pm**
***Board of Education Action**	Award of Contract	*anticipated July 16, 2024

*All times are pacific time
*Dates are subject to change at the discretion of the District

All Bids received prior to the original submission deadline will remain unopened until the new submission date, or can be returned to the proposer, at their election. Please see Information For Bidders Section 8 for additional details related to withdrawing a previously submitted bid.

4.2 The first sentence of Information for Bidders Section 9 is amended to read:

"If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, wishes to request a substitute "or equal" item for Equipment or Work listed on the Short List in the Bid Form Pricing Sheet, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Michelle Bennett at MichelleBennett@iusd.org **by *June 3*, 2024 12:00pm pacific time.**"

4.3 The Title page of the Bid is amended to clarify the updated Bid Deadline/Opening of June 17, 2024 at 12:30pm.

4.4 The Notice Calling for Bids is amended to read:

"*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.

NOTICE CALLING FOR BIDS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: ***June 17, 2024 at 12:30 pm***

PLACE OF RECEIPT: Irvine Unified School District
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 23/24-01 IT Technology Equipment and Peripherals**.

BID DOCUMENTS can be downloaded on April 22, 2024 at:
https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps.
Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the Bid Documents.

Pre-Bid Vendor Conference: Irvine Unified School District will conduct a non-mandatory pre-bid vendor conference on May 2, 2024 at 1:00pm pacific time at
https://iusd.zoom.us/j/81506668314?pwd=Zmp5TFI1QVgxMDUvTCtoNDFZNVZPZz09
Meeting ID: 815 0666 8314, Passcode: 49CQRh
One tap mobile - Find your local number: https://iusd.zoom.us/u/kduJjSyYID, Meeting ID: 815 0666 8314, Passcode: 704408. Vendors who wish to attend this meeting should RSVP to MichelleBennett@iusd.org.

Any questions regarding Bid Documents must be received via e-mail to the attention of Michelle Bennett at MichelleBennett@iusd.org by 12:00 pm on ***June 3, 2024***. All responses will be posted to IUSD's website.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

Published: April 22 & 29, 2024"

4.5 The Bid Form Pricing Sheet for Bid No. 23/24-01 IT Technology Equipment and Peripherals shall be amended to read as follows:

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS

BID FORM PRICING SHEET

Name of Bidder: _____

Website of Online Catalog: _____

* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents

Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do **not** include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment **specified in the Short List**, the Bidder shall submit a written request to the District **within the timeframe stated for Requests for Information (RFI's)**, in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed **Catalog Discount Work and Equipment**, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142				
1.d.	Acer C734-C0FD	Acer C734-C0FD; NX.AYVAA.001; 195133135887				
2	HP Fortis x360 G3 J 11" 2-in-1 - N4500 32/4	HP Fortis x360 G3 J - 7L300UT#ABA				
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS				
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T				
2.c.	Acer R753T-C8H2	Acer R753T-C8H2; NX.A8ZAA.005; 195133135863				
3	Google Chrome Mgmt License	Google Chrome Education Upgrade - CROS-SW-DIS-EDU-NEW				

4	AVerCharge C36i+	AVer C36i+ - CHRGC36I+				
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA				
6	Aver M11-8M	Aver VISIM118M				
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ				
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ				
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ				
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C				
10.a.	Extreme Network 7520-48YE-8CE-AC-F	Extreme Network 7520-48YE-8CE-AC-F				
11	Aruba 6300M 48G 4SFP56 Switch	JL663A				
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A				
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A				
13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T				
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A				
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"				
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A				
15.a.	Extreme Network 100G-DACP-QSFPZ5M	Extreme Network 100G-DACP-QSFPZ5M				
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D				
16.a.	Extreme Network 10301	Extreme Network 10301				
17	Aruba AP-535 (US) Unified AP	JZ337A				
17.a.	Extreme Network AP510C-WW	Extreme Network AP510C-WW				
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A				
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC				
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U				
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA				
21	Epson Powerlite L260F - 3LCD projector	V11HA69020				
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020				
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C				
24	Lightspeed Topcat Classroom Audio	TCN-FS-M				
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM				

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers ***or*** insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog discounts will be based on Manufacturer's Suggested Retail Price as listed in manufacturer's or Bidder's online catalog. Bidders may include an attachment include additional brands/manufacturers offered.

EXAMPLE

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20___% Catalog Discount	

General Hardware Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.				_____% Catalog Discount	
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "optional" products and warranties. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

28	Device storage and/or charging solutions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.				_____% Catalog Discount	
29	Digital cameras, lenses, lighting, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.				_____% Catalog Discount	
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.				_____% Catalog Discount	
31	Cables and cable management solutions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.				_____% Catalog Discount	

Network, Data Center, and Security Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.				_____% Catalog Discount	
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus				_____% Catalog Discount	
34	Server, storage, and virtualization hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.				_____% Catalog Discount	
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevention System (IDS, IPS), endpoint protection, SPAM and phishing protection. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.				_____% Catalog Discount	
36	Uninterruptible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite				_____% Catalog Discount	
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.				_____% Catalog Discount	
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.				_____% Catalog Discount	
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.				_____% Catalog Discount	

General Software Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			
41	Microsoft 365 Education Licensing				_____% Catalog Discount	
42	Microsoft Licensing - Server				_____% Catalog Discount	
43	Google Workspace for Education				_____% Catalog Discount	
44	Software programs and related services, including products that are licensed for installation on user devices and products offered in a software-as-a-service model.				_____% Catalog Discount	

Audio Visual Catalog Type Items

	Description	***Can Comply?***		***Brand/Manufacturer***	***Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
		YES	***NO***			

45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.				_____% Catalog Discount	
46	Interactive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.				_____% Catalog Discount	
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.				_____% Catalog Discount	
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.				_____% Catalog Discount	
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom				_____% Catalog Discount	
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.				_____% Catalog Discount	
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.				_____% Catalog Discount	

Services

	Description	***Can Comply?*** ***YES***	***NO***	***Brand/Manufacturer (if applicable)***	****Catalog Discount (based on MSRP)***	***Clarifications and/or Restrictions***
52	Configuration Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installations, imaging, software installation, or any other Configuration Lab type services.				_____% Catalog Discount	
53	Engineering Services, including but not limited to: assessment, design, configuration, implementation, or diagnostic troubleshooting of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery solutions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer certified.				_____% Catalog Discount	
54	Audio Visual Installation Services, including but not limited to: projector/display mounting, low voltage cabling, speaker installation.				_____% Catalog Discount	

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

**** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.***

Company Name: _____

Vendor Name: _____

Vendor Signature: _____ ***Date:*** _____

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

Request for Information No. IX
Bid No. 23/24-01 IT
May 31, 2024

Response toBidders' Questions

9.1 **Question**: How do we go about being added to your vendor/bidder list for future needs?

Answer: Irvine USD does not have a master bid list. Contact information for this bid is updated to include email addresses submitting RFIs, in an attempt to provide updates to all interested vendors.

9.2 **Question**: Can you please send us a copy of this pending IT/TELCOM/A-V RELATED BID, or is there a web link you can provide?

Answer: Irvine USD bids are posted at https://iusd.org/business-services/purchasing/current-bids-rfps. Our team is not aware of a current Telecom bid.

9.3 **Question**: Also, what about smaller non-bid items (p-card type purchases, refurbished parts, hard to find items, end of life band-aids, etc)? Does that go through the IT folks directly, or, does it funnel back around to the Procurement side???

Answer: Small items may be included in the Catalog Discount section of the Bid. The District's IT department may also purchase these items through other purchasing vehicles. Items not related to technology, but exceeding the bid limit, will be included in separate bids issued by our Business Services Department (https://iusd.org/business-services/purchasing/current-bids-rfps) or existing state-approved purchasing vehicles will be used.

9.4 **Question**: Lastly, we are very interested in any SURPLUS EQUIPMENT you may be interested in liquidating—please be sure to forward us any lists/details!!

Answer: Surplus equipment is not included in this bid.

9.5 **Question**: I have all of our bid docs completed but do not see how the district is requesting these to be delivered. Are these to be electronically submitted or in person to the DO?

Answer: Please refer to Information for Bidders section 2 in the Bid for details related to Form and Delivery of Bids.

9.6 **Question**: Can you also verify if this DUE DATE is still accurate, as we only just got a copy of this PDF today? Bid No. 23/24-01 IT Technology Equipment and Peripherals Bid Deadline/Opening: May 29, 2024 at 1:00 pm

Answer: The Bid Due Date/Opening has been moved to **June 17th at 12:30pm**. This bid was published on the District website and in the Orange County Register on April 22, 2024. Please refer to Addendum No. IV for additional information.

9.7 **Question**: [name redacted] would like to respond to this bid and needs access.

Answer: The bid documents are publicly available on the District website at: https://iusd.org/business-services/purchasing/current-bids-rfps. Vendors should download the Response Template and Bid Form Pricing Sheet prior to making edits. This ensures that vendors do not make edits directly on the original documents for anyone with the link to view and resulting in confusion.

9.8 **Question**: We have received an update from HP stating that [name redacted]'s inclusion in the HP Big deal pricing requires official approval from the IT Decision Maker via email. I kindly request your approval for [name redacted] to be added to your HP Big deal, specifically for Chromebooks and printer options.

Answer: Prior to the bid opening Irvine USD requested that HP allow all resellers access to its Big Deal pricing to allow all Bidders an equal opportunity. The Big Deal should not be exclusive to any one provider. The District has followed up with HP to ensure that the Big Deal is not exclusive. HP has assured the District that pricing should be out to all vendors who reach out starting May 13th, and has confirmed that they will add vendors who reach out directly to them and do not need permission from IUSD's personnel.

Irvine USD does not grant permission for any Bidder to register exclusive deals as its provider in response to this Bid. The District intends that the bidding process is fair and impartial, which includes not registering for exclusive deals or representing a relationship for a Bid that has not yet been awarded.

Request for Information No. X
Bid No. 23/24-01 IT
June 5, 2024

Response to Proposers' Questions

10.1 **Question**: Are bidders required to bid all items on this bid to be deemed responsive. Looking specifically at the short list bid items, line one has A., B., C., & D. Do bidders need to provide pricing for all 4 options or just one.

Answer: Irvine USD's award will be to the lowest responsive and responsible Bidder. Low bid will be calculated by the total costs of the bid responses against a hypothetical scenario(s). Responsive and responsible vendors will be determined by Bidders' compliance with bid terms and conditions, and Bidders' ability to provide solutions *and equipment across the greatest number of technology catalog categories* (including both the Short List and Catalog Discount on the Bid Form Pricing Sheet).

Approved substitutions have been added to the pricing sheet via Addendas, are included on the Bid Form Pricing Sheet under the original line item, and are denoted by adding an additional line item for that number with letters to separate approved options. For example: items 1.a., 1.b., 1.c., and 1.d. Below are approved substitutions for the original product listed in Line 1. One response to each numerical line item will be considered responsive. For example, providing pricing for only 1.d. Would qualify as responding to item 1. Vendors are not expected to provide both original items and approved substitutions.

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *includes shipping*
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA				
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US				
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US				
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142				
1.d.	Acer C734-C0FD	Acer C734-C0FD; NX.AYVAA.001; 195133135887				

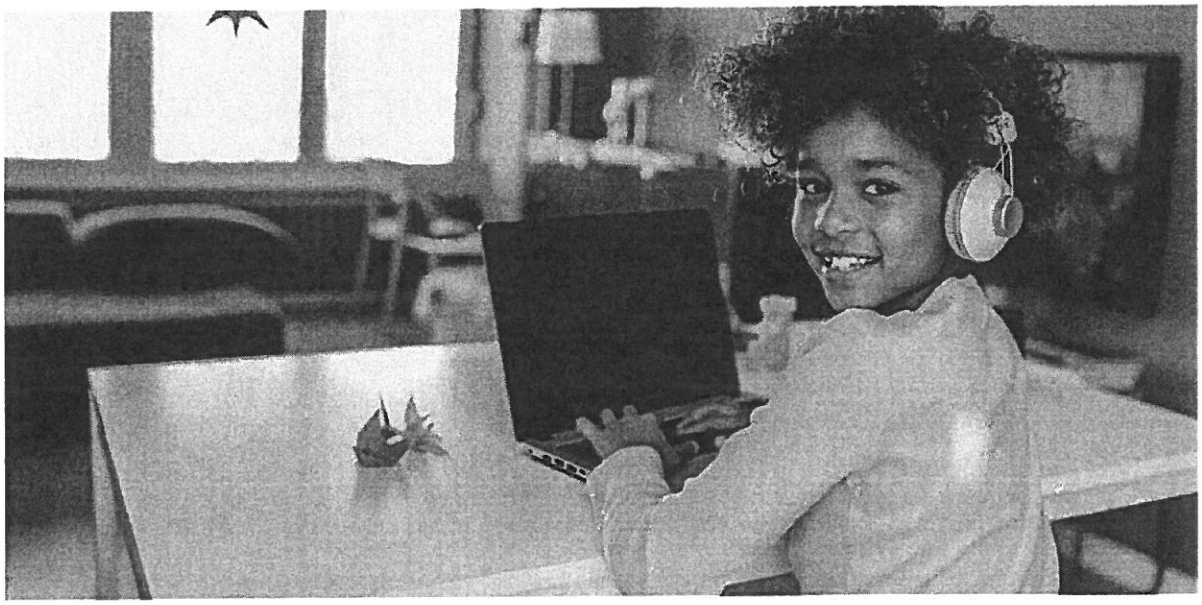
Redacted portions only include personal names and email address of CDW-D staff.

RFP 23/24-01 IT

Irvine Unified School District

Technology Equipment and Peripherals

Original Response | 6/17/2024 1:00:00 PM



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6/17/2024

Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Toll-free: 800.808.4239
F: 847.465.6800
cdwg.com/PeopleWhoGetIT

RE: CDW Education Response to Irvine Unified School District's Technology Equipment and Peripherals

Dear Michelle Bennett,

CDW Education values our relationship with Irvine Unified School District (IUSD) and we hope to continue partnering with you in your vision to provide the highest quality educational experience.

CDW Education is a specialized segment of CDW Government LLC (CDW•G) the wholly owned subsidiary of CDW LLC. As a global systems integrator impacting 75 million students across 34 countries, we enable and empower more than 17,000 education institutions to get the most out of the transformational impact of our partners' technology.

As you know, CDW Education is one of the largest multi-brand technology solutions providers. We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers.

CDW Education's top partnership status with HP, Aruba, Lenovo, and other manufacturers enables IUSD to continue to secure excellent pricing, receive expedited requests for information as needed from manufacturers, obtain assistance with overall IT solutions, and gather insight into the supply chain and future inventory.

In response to your RFP, please find information related to our deeply discounted catalog bid for hardware, software, network, data center, security, and audio-visual items. We are also offering installation, configuration, and professional engineering services. Our short list offering covers HP Chromebooks, Google Chrome education licenses, Aruba switches, and more. We are also pleased to adopt the piggyback clause in the RFP and extend our offer to all public entities in the state of California.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your [redacted]. We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

[redacted]

CDW Education

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Executive Summary

Irvine Unified School District

Located in Orange County, California, IUSD serves a diverse population of 38,000 students in 24 elementary schools, one early childhood learning center, five K-8 schools, six middle schools, five comprehensive high schools, and one alternative high school. IUSD's current strategic plan will enable all students to become contributing members of society, empowered with the skills, knowledge, and values necessary to meet the challenges of a changing world.

CDW Education will continue to support IUSD in its strategic plan goals and overall mission by providing the best possible IT equipment and services for IUSD.

Additionally, CDW Education will adhere to the RFP piggyback clause and extend our offer to not only IUSD, but to all public entities in the state of California.

Why CDW Education

For nearly a decade, CDW Education has been providing IUSD with the technology you need to support your educational initiatives.

- **As one of the largest Value-Added Resellers**, CDW Education offers you more than 100,000 top brand-name products from more than 1,100 leading manufacturers. Our broad array of offerings range from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.
- **Quick Access to Emerging Technologies** – As CDW Education works from a discount off Nationally Advertised Price (versus MSRP), we are not only able to provide you the most competitive pricing, but this pricing index methodology lends itself to automatic updates of emerging technology products into your procurement portal in real time. An MSRP model, in comparison, requires less frequent (often monthly), manual updates of product pricing.
- **Original equipment manufacturers (OEM) partnerships with Aruba, Dell, Lenovo, HP, Google, and more** enable CDW Education to facilitate and expedite informational requests about products or overall IT solutions from IUSD to OEMs, as questions arise. Manufacturer partners also provide state-of-the-art training and certification for CDW Education account representatives and engineers, and enable customers like IUSD to evaluate new equipment and software models before they hit the general market. Finally, our partners offer special pricing, which we extend to IUSD.
- **Presales Consulting** – Before the IUSD initiates any IT project, you are entitled to CDW Education expertise from our solution architects/engineers with specialties in unified communications/collaboration, voice and communication (especially as these specialties relate to

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your audio visual (AV) project), digital workspace, cloud services, mobility, networking, software licensing management, servers and storage, security, leasing and financing, and managed print services. See information on the following pages about the CDW Education Glendale office capabilities. There are also CDW Education experts available in leasing and financing should you need help in this area.

- **Warehouse and Distribution Capability** – IUSD will continue to be serviced by CDW Education's 513,000-square-foot distribution center located in North Las Vegas, Nevada. Access to this facility ensures quick delivery and the necessary space for IUSD, should you need to preorder a large number of computers or other devices within a short timeframe. IUSD utilizes the inventory resources of the Nevada and Illinois warehouse, as necessary. On average, we hold $220M of inventory in the Las Vegas and Vernon Hills, Illinois sites. Both sites are ISO 9001 certified.
- **Configuration Services** – IUSD's hardware and software will be configured as desired, either by the manufacturer, on site at IUSD, or in the CDW Education warehouse in North Las Vegas, where our technicians are highly trained and experienced.
- **Professional Services** – When budgets tighten or there is any other reason to outsource, we have more than 1,000 IT professionals located throughout the U.S. They are knowledgeable and experienced in data center, networking, security, the cloud and more. There is even a Consultative Advisory Services that can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations, and business continuity, as well as mergers and acquisitions.
- **Device Recycling** – We are proposing that the IUSD utilize a CDW Education partner for device recycling and buy-back. We have an array of partners that specialize in life cycle management which provide credits for devices that are no longer useful to customers.

Our Proposal

Relative to the IT Technology Equipment and Peripherals RFP, CDW Education proposes a discounted catalog offering for hardware, software, network, data center, security, audio visual items, and services. All equipment proposed in our bid comes with a minimum one-year warranty. Additionally, many of the manufacturers covered by our bid offer enhanced warranty periods. Delivery is Freight On Board under this offering and when IUSD needs expedited delivery, there are additional fees.

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The CDW Education Glendale Office

Please note the detailed IT capabilities of our Glendale, California office:

Southern California Local and Field Solution Architects (presales activities)

800+ Field Solution Architects (within U.S.) with specialties in:

- Virtualization
- Data Center Networking/Wireless
- Security
- Mobility
- Unified Communications
- Managed Services
- Microsoft Solutions

Southern California Delivery Team (post-sales activities)

500+ Delivery Engineers (within U.S.) expertise in:

- Data Center Solutions
- Managed Services
- Microsoft
- Data Center Networking
- Client Management/Mobility
- Virtualization
- Network Security
- Information Security
- Video/Internet Protocol (IP) Telephony
- Wi-Fi Networking/Campus Networking

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CDW Government Overview

CDW Education understands that the objective of this RFP is for IUSD to identify the most reliable and experienced provider to provide your technology equipment and peripherals. Whatever the driving force behind your technology needs, we will continue to support you where you are and help you achieve your goals—present and future — with the right solutions, precisely implemented, which evolve with your organization.

How We Can Continue to Help IUSD Achieve Your Goals

As IUSD evaluates its options for this RFP, CDW Education would like to call out several benefits of partnering with us:

Technical Resources: Access to hundreds of Solution Architects in multiple disciplines.	**Post-Sales Services:** Access to more than 300 technicians, engineers, and support staff who perform desktop imaging, network configuration, server builds, and full rack buildouts.	**Redundancy and Speed:** Store products in one of our two U.S. -owned, ISO 9001:2015-certified distribution facilities. CDW Education can assist with equipment schedules and logistics.
Turnkey with Breadth of Solutions: We are technology neutral with 100,000+ products and services from 1,100+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.	**Irvine Unified School District and CDW Education**	**Financial Strength:** Our financial stability stems from our vendor-neutral solutions and multiple dedicated customer channels. Multiple avenues for growth and a balanced customer base allow us to weather economic and technology cycles.
Scalability: A team of CDW IT professionals is dedicated to IUSD. Those resources will continue to grow as business grows. We are committed to making sure you receive the highest level of service and have the right team engaged.	**Economies of Scale:** IUSD gains the advantage of our size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Aruba, HPE, and Lenovo, we can provide you with insight into new technology.	**Tracking and Visibility:** Online procurement capabilities streamline and standardize purchasing, support flexible reporting, and improve decision making.

Table 1. Access CDW Education's full solution set. IUSD benefits from a partnership with CDW Education.

IUSD benefits from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of contracts. Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed. In addition to our customer-centric account management teams, we have a program management department singularly devoted to managing contracts. Our experienced program management team manages nearly 1,000 active state, local, and education contracts. When IUSD signs a contract with us, you also save time you might otherwise spend

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tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, IUSD gets more from your IT investment through our technology services, from roadmaps and adoption to project deployment and lifecycle management.

WE GET Reliable Distribution

Unlike many solutions integrators, CDW operates physical warehouses as opposed to the virtual warehouse methodology. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds more than $300M of available inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001, and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers.

Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. We offer everything your IT operation could possibly need – from enterprise solutions to mouse pads.

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WE GET Strong Manufacturer and Distribution Partnerships

A significant advantage we offer IUSD is our ability to deliver the right products, at the right value, right when you need them. As one of the largest direct market resellers, CDW has established exceptional working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers – and their best prices. To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are located in close proximity to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

WE GET Secure Supply Chain

Inventory availability and reliable distribution are not the only key elements in effective purchasing. More and more, organizations rely on information and communication technology to handle growing workloads and mission-critical operations. In this increasingly uncertain world, they are facing a dangerous reality: the rise of counterfeit and maliciously tainted equipment. IUSD can continue to be confident in the quality of the products you order through CDW. ISO 28000:2007 Secure Supply Chain is an important standard for our company. The scope of the certification includes planning, deployment, and provisioning of supply chain services and supporting processes. ISO 28000:2007 certification demonstrates that CDW has mature, end-to-end risk management programs, with a focus on delivering quality and security in managing information, products, and services to meet our customers' needs.

Comprehensive IT Solutions for IUSD

IUSD can continue to develop the best total solution while attaining the most value with our full range of products and services, from discrete hardware and software products to integrated IT solutions. We are technology agnostic, focused on finding the right solution for you rather than pushing a particular brand. Our sales and service delivery teams consist of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. Our offerings are comprehensive, including expert consulting, design, configuration, installation, and lifecycle management services.

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Full-Stack Expertise

CDW Quick Facts					
Vernon Hills, IL Headquarters	$21B 2023 Annual Net Sales	~15,100 Coworkers	53 U.S. Offices	250,000+ Customers	166 2023 Fortune 500 Rank

Products and Partnerships	Technology Services	Total Solutions
More than 100,000 products from more than 1,100 vendors including Acer, Adobe, Dell EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware	▪ eProcurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance	▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

WE GET K-12 Education

Forget blackboards — the classroom of today is a student-centered, collaborative environment that supports a wide range of abilities and learning activities. Education, reimagined: Teachers empowered to inspire students. Students immersed in personalized learning environments that improve academic outcomes. Parents engaged in supporting student progress. That is what can happen when you innovatively integrate technology into K-12 education. CDW Education can help you get the right classroom technology and layout in your schools to motivate your students and enable better educational outcomes.

CDW Quick Facts

CDW Education is a specialized segment of CDW•G, the wholly owned subsidiary of CDW LLC, a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the United States, the United Kingdom, and Canada.

Recognizing the unique challenges and opportunities of our public sector customers, we established CDW•G in 1998 to focus on the specific needs of the government and education sectors. Our teams are broken down by segment, with separate teams serving state and local, federal, K-12, higher education, and healthcare customers. Teams are further organized into geographic regions for greater specialization. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. As a global systems integrator impacting 75 million students across 34 countries, CDW Education enables and empowers more than 17,000 education institutions to get the most out of the transformational impact of our partners' technology.

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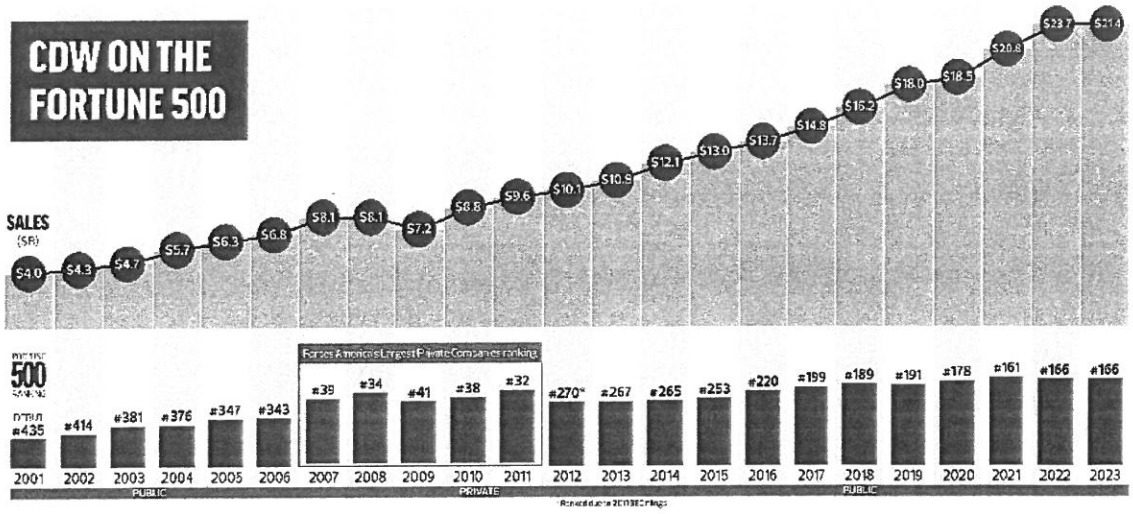

Figure 1. Trust in a partner with consistent performance and sustainable growth. CDW continues to invest in new solutions, building on our growth and stability.

CDW debuted on the Fortune 500 in 2001 and now ranks at number 166 (**Figure 1**). CDW ranks at No. 4 on CRN's 2023 Solution Provider 500 list. The sustainable growth and continued financial stability of our company serves to assure IUSD that we are here to stay and support you through the life of this contract and beyond.

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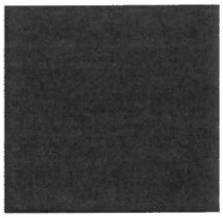
Value-Added Resources and Account Management Team

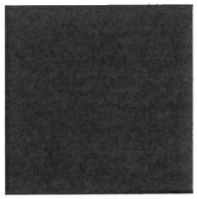
CDW Education offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW Education, you have access to expertise that is not available within your organization. Your CDW Education account management team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops, and printers — or you require more advanced virtualization, collaboration, security, mobility, data center optimization, and cloud computing solutions — CDW gets IT. Our team of technology experts and dedicated account managers tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We continue to work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

Your dedicated account management team is responsible for managing your procurement needs and overseeing all facets of your account. Key personnel include:



[redacted] continues to serve as IUSD's primary point of contact. She is available on an as-needed basis to tackle all of IUSD's product quote, order placement, and problem resolution needs. With more than 22 years of CDW tenure, she is highly trained to address your questions and concerns. As [redacted] works with several organizations based in the Orange County region, she is abreast of changes in the IT, education and government sphere, and shares updates with the IUSD.



[redacted] oversees your account team and helps to develop strategies that best serve your organization's long-term success. She spends a significant amount of time meeting with customers to understand the dynamics of their local markets and to ensure they take full advantage of CDW's offerings. Also, [redacted] is responsible for building and maintaining strong relationships locally with our top OEM partners. Her ability to leverage those relationships greatly benefits your organization. [redacted] has been employed at CDW since 2014.

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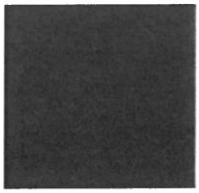

[redacted] has been employed at CDW for approximately 13 years serving in various roles. His responsibilities include growing executive relationships with key partners and customers. Also, [redacted] is responsible for the ongoing development and training of the sales managers in their region. [redacted] is committed to the success of the CDW Education partnership and leverages their relationships whenever possible to ensure your organizational needs continue to be met.

[redacted] has been employed at CDW for three years. He and his team of contract management specialists focus exclusively on administering agreements between CDW Education and our customers. [redacted] and his team focus on ensuring CDW Education remains compliant with our contract and government regulations, as applicable.

Presales Consulting Expertise

A unique advantage of CDW's business model is that IUSD has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Education account management team includes highly trained presales specialists who are experts in particular areas of technology or for specific partner products. Your account manager engages these value-added resources to bring IUSD the best advice and technology solutions to meet your unique needs. Your account management team coordinates meetings with IUSD and vendors to review future needs, standards, and roadmaps. In addition, your account management team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support.

Technology Specialists

Our teams of technology specialists are highly trained and experienced in particular products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

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CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager generally handles most issues and concerns, our technical support, customer relations, and site support staff are available to help. CDW Education has customer relations representatives who are available to resolve post-sales inquiries from 5:00 a.m. until 7:00 p.m. PT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW Education. We have many quality controls and metrics in place to ensure high-quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

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WE GET Classroom IT

Being a top-notch K-12 administrator is no easy feat. It is challenging enough to develop young minds through the forethought and execution that is quality instruction, through the rigorous school assignments that must be age-appropriately engaging and competitive, and through adequate structuring of the classroom environment to bring forth curiosity, safety, collaboration, and dedication. But in addition to these ever-present facets of good education, comes the technology that forms the building blocks for our future in education. While we at CDW Education see this movement as a liberating process for students and educators alike - all involved in the education process can rely on the newest and most strategic tech tools to enhance learning- there is much to learn when it comes to beginning the process, or enhancing the tools and process, or just getting another perspective on what will work for your school or school system.

CDW Education understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for K-12 students in the face of tremendous change. We commend IUSD for your initiative to help bridge the digital equity divide by procuring connected devices and broadband connections needed to provide enhanced digital equity for your students.

We also know IUSD's need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor ***partner*** that shares a passion for education and continued development. CDW Education pledges to remain dedicated to supporting the full scope of IUSD's technology and related educational needs. But also, our partners all offer the same enthusiasm, ensuring we achieve all IUSD's program goals.

Comprehensive Solutions for the Modern Learning Environment

We have been providing support to K-12 customers since our inception in 1998. We have experience handling complex deployments for the largest school districts in the country. We have deployed devices nationwide, and we have the logistics capabilities to get your devices to your students, even in adverse conditions.

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CDW Education as a Partner in Student Development

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.

Commitment in Action

Christine Leahy, President and CEO of CDW, was recently named to the **New York 2021 Education Power 100 list.**

This list recognizes the public officials and policymakers, superintendents and scholars, advocates and activists, and labor, business and nonprofit leaders who are putting in countless hours to ensure New York's students get a top-notch education.

For this reason, we applaud IUSD for your work in providing students the opportunity to unlock their potential through individualized, technology-based education and the impact you have had in the success of so many students. We are humbled to contribute to this mission and have enjoyed our history collaborating with IUSD to provide students affordable access to technology. Like technology, we continue to focus on process improvements to ensure we remain a contributing factor to the success of the IUSD program.

CDW Education K-12 Resources

Educational Collaborators assist in aligning your T&L framework with your technology roadmap.

Learning Environment Advisors work with leading OEMs, advocating for your school, and helping your technology roadmap evolve.

We have experience handling complex deployments for the largest school districts in the country. We have deployed devices nationwide, and we have the logistics capabilities to get your devices to your students, even in adverse conditions. Over the past 20+ years, CDW's technology infrastructure solutions have stayed in line with emerging technologies. Keeping up with those technologies, such as collaboration solutions, cloud, mobility and virtualization, has been a major aspect of our ability to grow as a company. In 2020, CDW acquired Amplified IT, a leading provider of education-focused services and cloud-based software, enabling and empowering schools to leverage the innovation of Google for Education and Google Cloud.

We have actively expanded our catalog, certifications, and solutions to address the latest developments in technology, including cloud, IoT, drones, and esports to support the changing needs of our customers. In addition, we have dedicated CDW Education resources aligned to these solution areas to help our customers understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

Drive your Vision with Our K-12 Collaborators

CDW Education provides K-12 educational collaborators to assist in aligning IUSD's Standards-Based Teaching & Learning (T&L) Framework with your technology roadmap. CDW Education's Learning Environment Advisors are available for future discussion with IUSD when strategizing your technology program roadmap. Working with the leading OEMs in the industry, the role of the Learning Environment Advisor serves as a critical vendor-agnostic voice to assist IUSD in sorting through all the major education

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platforms when making your mobility and hardware decisions. With the Learning Environment Advisors being vendor neutral, IUSD can continue to be confident you are getting suggestions for solutions that best fit your systems and processes.

Academics and technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT staff and educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW Education resources unite both viewpoints and ensure IUSD's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

WE GET Empowering Your Classroom

Empower your students, teachers, administrators, and parents to explore and build opportunities for improving academic outcomes. From selecting the right mobile devices to ensuring seamless connectivity and accessibility, we can help you orchestrate highly effective personalized learning environments.

Balancing the challenge of maximizing your students' digital freedom while simultaneously keeping them protected is no easy task. You must also ensure your teachers are supported with the digital autonomy they need to educate your students. Innovative uses of educational devices including Chromebooks and Windows 10 can help you overcome this challenge and achieve digital freedom and security. CDW Education can assist you with implementing content filtering and classroom management techniques, finding the right storage solutions, and determining your new software workflow.

CDW Blueprint to Design® Program

Increased efforts to integrate technology into learning environments have encouraged a shift in thinking about the impact physical space has on instructional goals and success. Education leaders across the country are embarking on exciting changes involving new school construction, building remodels, classroom renovation, and media centers. With the CDW Blueprint to Design® four-step offering, IUSD can re-design your classroom space to fit the ever-changing needs of your students and staff. With this offering, IUSD will receive a two-hour consultation with an Education Strategist, trained in space design and pedagogy, to understand the goals and vision behind your project. You send us a blueprint (or floorplan) and photos of the space. CDW will work with a dedicated school design engineer to complete 2D color renderings and options. CDW will deliver a completed design package back to you, perfect for presenting to leadership/stakeholders, or for including in your strategic plan.

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Additional CDW Education Resources

EdTech

offers lesson plans and research, providing educators with the latest information on emerging trends

Additional resources CDW Education offers for instructional support and collaboration to assist educators in creating a 21st century learning environment include:

- Free semiannual editions of The Big Deal Book of Technology. This resource offers guidance on where to obtain grant funding for educational technology and professional development workshops and includes links to websites that educators in your school may find useful.
- EdTech: Focused publications help K-12 school district technology managers and campus IT staff do their jobs more effectively. Descriptions of best practices, special features, product reviews, and case studies from the field showcase technology's impact on teaching, learning, and administrative services on school campuses of all types and sizes.
- Edtechmag.com: The electronic version of our EdTech publication, this site offers lesson plans, thought-leadership videos, whitepapers, case studies, and research reports that provide in-depth perspectives of emerging trends and technologies. Additionally on this site educators will find a calendar of events coverage, reference guides, and insightful webinars in which schools and institutions discuss their best practices, share perspectives, and provide recommendations.

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Funding Information & Resources

While we use many avenues to lower our costs, our primary focus is being the best-valued solution for IUSD. We do not sacrifice our unique value-added offerings in order to provide strategic cost savings for our customers. We know that your partnership with a value-added reseller (VAR) demands more than getting boxes of IT products. It is the relationships that matter—including our distributor and OEM partnerships and tenured account team who understands your environment inside and out. As a vendor-agnostic technology integrator, we do not push brands; we orchestrate the best fit solution to provide substantial and strategic long-term cost savings and support to you. We have relationships with all the top manufacturers and service partners and have compared each of their offerings to your unique needs and objectives. For IUSD's deployment, we have tailored a custom solution which provides the most value to you for every stage of your program.

At GetEdFunding.com, you can:

- **Access resources including advice, best practices, workshop videos, and more**
- **Create a profile and receive alerts for new opportunities as soon as they become available**
- **Research funding options to discover the solutions that are right for you**
- **Search through thousands of active grants and awards**

Get-Ed Funding Overview

GetEdFunding.com

CDW Education hosts GetEdFunding.com, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. As the sponsor of the GetEdFunding website, CDW Education's mission is to help educators and institutions to uncover the funds they need to supplement shoestring budgets, expand innovative programs, prepare students for the increasingly complex skills they'll need to participate in tomorrow's workforce, and help close the equity gap in educating students from all backgrounds and circumstances. This tool is dedicated to helping educators identify the funding that is needed to take learning to the next level.

GetEdFunding.com

- **Easy to use**
- **Relevant**
- **Reliable**
- **Created by educators**

This site is current, built by tapping by a wide range of print and electronic sources, web searches, organizations' web pages, communication with program administrators, and conversations with long-standing contacts. In the case of federal grants, which rely on congressional approval for continued funding, best efforts have been made to tie down agencies' sense of the likelihood of future funding. Those programs pending congressional approval are included in this collection so that they may get on your radar as future possibilities.

GetEdFunding is created by educational professionals, for educational professionals. It is designed to be an easy-to-use, relevant, and reliable database. Former and currently practicing educators from various levels of pre-K through higher education and experienced educational publishing writer/editors have touched every stage of this database development. Their work included conducting research, writing entries, fact-checking, aligning curriculum, copyediting, data

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entry, and beta testing, among others. In addition to experienced educational publishing professionals, the team includes an education grant specialist, community college instructor, high school math teacher, special needs educator, district technology coordinator, library/media specialist, ELL teacher, and elementary teacher.

This site helps IUSD reduce the energy your teachers are spending to search for programs and money. This rich resource of grant and funding opportunities is expanded, updated, and monitored daily. You can search by six criteria, including 41 areas of focus, eight content areas and any of the 21st century themes and skills that support your curriculum. Once you are registered on the site, you can save the grants of greatest interest, then return to read about them at any time. Further, this site provides a tool for your teachers to tap into resources that are already available and applicable to their learning plans. For example, there are more than 60 STEM-specific programs currently available for application.

Please reach out to your account manager for more information and accessibility to these great programs that are here to serve your school or district. Having the expertise to connect schools and districts like your own to the government programs and their relief efforts, we can take the tedious work out of your schedule and optimize the overall process. Then you can take more time to consider your long-term options, determine what is right for you, and be on your way to greater education initiatives. Thinking about what new technology can bring for future innovation in education is a process that starts today, with the right financial mindset and tools on your side.

Our Part in the Newest Government Funding Initiative

Approximately 30 percent of all public K-12 students live in households either without an internet connection or device adequate for distance learning at home. With the onset of the COVID-19 pandemic, this "homework gap" has widened exponentially, and nearly 16 million students lack the baseline technology requirements for distance learning, including reliable highspeed internet, sufficient data plans, and a computer, laptop, or tablet device.

The Emergency Connectivity Fund (ECF) - part of the American Rescue Plan - was established in March 2021 to enhance digital equity to internet access in homes in order to support distance learning. Given that we have been providing reimbursement to K-12 and Library customers since our inception in 1998, we have the upper hand when it comes to helping customers get the right support they need for the project of their choosing. For instance, our dedicated internal team is highly trained and knowledgeable regarding all Federal Communications Commission (FCC) reimbursement programs, as we have worked all angles within this domain for more than 20 years. More specifically, we have stayed informed and connected around the emergence of the Emergency Connectivity Fund so that we can assist in the global crisis most effectively in the short-term and the long-term. We have been awarded more than 17,000 projects totaling over $511M in total equipment and services delivered to U.S. schools, and we have never lost funding for a school, as substantiated by countless audits. CDW can continue to be the asset that a school or district needs in securing funding, gaining leverage, and emerging with confidence.

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With more than 200 government and education contracts, we are the nation's largest direct-response provider of multi-brand technology products and services to date. We are proud to offer our vendor-agnostic expertise toward future goals and initiatives that will benefit the new generation of schools and their students. IUSD can count on our coworkers to maintain drive and momentum through economically difficult times our customers may face, and thereby put our best foot forward and serve up high-quality and cutting-edge technology, maintenance, and support, for the growing demands of educators. Let us know how we can help you get from point A to point B, and your account management team will be ready to begin the collaborative process.

CDW Support to Help Propel Your Mission Forward

Your CDW Education account team serves as a liaison between our internal technical resources, external partners, and OEMs to create a seamless experience for IUSD. We support IUSD from project launch to post-implementation. We also leverage our distributor relationships as a world-class VAR, as well as our capabilities as a specialized systems integrator and managed service partner. We work hard to ensure your questions are promptly addressed and your issues are quickly resolved.

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CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That is why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There is no downtime, wasted resources, or need to hire outside consultants. We help you save time and money with the configuration solution that meets your needs, including:

- End-user hardware installations, including desktops, laptops, and printers
- Pre-shipment configuration for server and storage equipment
- Remote configuration for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS, and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you save time with new system rollouts. We offer:

- **Computer imaging services:** We preload your custom images onto systems before they ship.
- **VPN configuration services:** With a static IP address and proprietary VPN connection, we allow you to update images on the fly.
- **Android configuration:** We customize Android deployments by loading apps, settings, or customized content.

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Custom Turnkey Solutions

We ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested, and ready to deploy out of the box as soon as it is delivered. We can help with:

- Joining client systems to your domain over VPN
- Custom BIOS and firmware upgrades
- Data capture for pre-staging on your network
- Custom inserts with clear instructions for users

IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center (an online portal that facilitates the ordering, tracking, and management of IT purchases). This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss. We offer:

- Custom asset tagging based on your current system or one we help you devise
- Enhanced barcode tracking for easy inventory management
- Custom engraving and laser etching for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled, and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization:** We allow you to receive your entire order in one shipment
- **Kitting:** We bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We label packages with vital information for easy routing and tracking

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Remote Configuration Services

CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router, and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection. Services include customized installations for:

- Aruba, HP, Dell, and Cisco switches
- Citrix XenApp®, Xen Desktop®, and NetScaler® Gateway™ solutions
- FortiGate, SonicWall, and Palo Alto appliances

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CDW Amplified™ Services Overview

For continuous support meeting your organization's goals, you need IT Orchestration by CDW®.

Technology Drives Organizational Outcomes

Full Stack. Full Lifecycle. Full Outcomes.

In today's competitive market, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. CDW's full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance customer experiences, and optimize collaboration, all while delivering agility and cost efficiencies to your business (**Figure 2**).

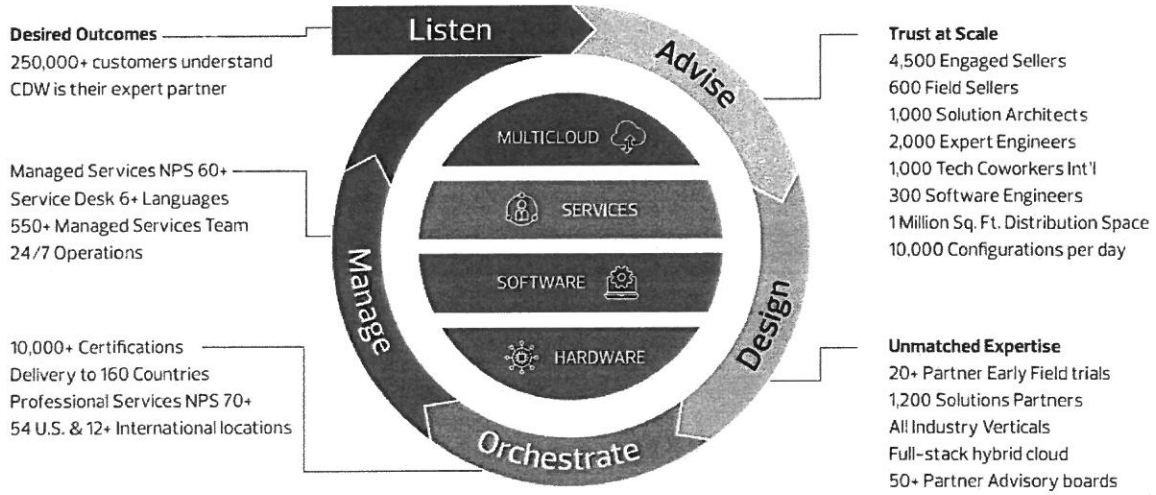

Figure 2. Get more from your technology. *CDW's services support your team throughout the entire lifecycle of your project.*

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CDW Amplified™ Services

Get More from Your Technology

We know IT. That's our business. When you partner with us, we take the extra load off your IT team. That way, they can focus on initiatives that turn IT into a competitive advantage while we help you maximize your IT investments and deliver real value for your customers. Our experts help you design, orchestrate, and manage your technology environment.

DESIGN

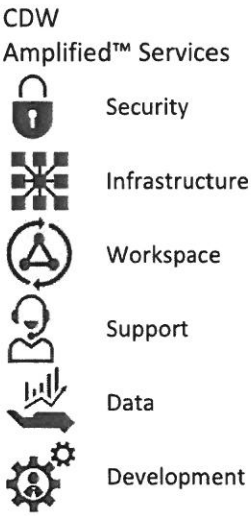
Advisory & Assessment

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with CDW engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

ORCHESTRATE

Building, Implementation & Deployment

Our expert engineers configure and deploy your solutions to help you implement technology according to your organization's unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you are fully utilizing your technology solutions and deriving the value you expect.



MANAGE

Continuous Support & Operations

Save time and money, and augment internal IT team bandwidth, with 24/7/365 support and expert management of any aspect of your technology solution.

- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW can provide end-to-end support of your complex environments.

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- **Technical support and continuous improvement engagements:** CDW experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

CDW Amplified™ Infrastructure Services

CDW Amplified™ Infrastructure Services provide expertise, tools, and resources to scale and future-proof your infrastructure. We help you upgrade existing architecture and prepare for what's to come, whether you are on-premises, migrating to the cloud, or already there.

Brocade®, Cisco Meraki™, Commvault®, Cradlepoint®, Dell EMC™, F5®, HP, Hewlett Packard Enterprise, IBM®, NetApp®, Nutanix®, Pure Storage®, Red Hat®, Rubrik®, Veeam®, Veritas™, VMware®

CDW Amplified™ Development Services

Growing technical debt in your application stacks and software delivery processes can bring your organization to a halt. Modern, cloud-native technologies and industry-leading best practices allow you to develop applications that revolutionize your infrastructure and solve business issues. CDW Amplified™ Development Services can modernize your applications, streamline delivery through DevOps, and write custom, cutting-edge apps that drive your organization.

CDW Amplified™ Workspace Services

CDW Amplified™ Workspace Services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable you to build a communications platform that grows with you, is rapidly adopted by end users, and helps you improve educational outcomes through seamless collaboration.

AudioCodes™, Bucher + Suter, Calabrio, eGain Analytics™, Google, Jabra®, Logitech®, Nice Incontact™, Poly, Singlewire, Verint®, Vyopta®, Yealink®, Zoom™

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CDW Amplified™ Security Services

CDW Amplified™ Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response.

CDW Amplified™ Support Services

IT teams are busier than ever – they are not just keeping the lights on for everyday technology needs, they're driving innovation across organizations. IT Teams no longer have time to drop everything for every broken laptop or lost password. CDW Amplified™ Support Services deliver custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes.

CDW Amplified™ Data Services

Making data-driven decisions in a competitive market takes a comprehensive data strategy and a modernized data warehouse. CDW Amplified™ Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data.

Expertise

CDW offers you an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency, and resources of a multinational provider. We are ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources provide the assistance and scale your IT team needs — freeing them up to focus on delivering bottom-line value and innovation.

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- 250,000+ customers globally
- 3700+ worldwide coworkers in CDW Integrated Technology Solutions
- 10,000+ technology certifications

Across the U.S. alone, we have more than 1,100 services professionals and a fast-growing network of trusted service and solutions partners. And, we are expanding our unique expertise around the world, with offices in the Asia-Pacific region, the U.K. and Ireland, the Middle East, and Africa.

We get that every IT solution is unique, and that its delivery must be customized to meet your specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers work with you to design, orchestrate, and manage solutions that meet your needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW has the expertise you need to help with everything. Our technical support and professional services experts, architects and engineers give your IT team the time and focus they need to turn IT into a competitive advantage.

National Scale

For U.S. customers, our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. We have full redundancy, eProcurement integration and provider consolidation available to further increase our cost and service efficiencies. In addition to our local branches, we have more than 1,100 services professionals and a fast-growing network of trusted service and solutions partners. In fact, because of our national scale, CDW can identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

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Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. They provide quality assurance, perform any troubleshooting, and then lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency, and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

- **Data Center Installation:** Data center maintenance can quickly deplete your IT budget. Our data center upgrades can help cut costs by replacing high- maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
- **Networking Services:** With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team assesses the impact on your network bandwidth and recommend upgrades as needed.
- **Security Services:** Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes, and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
- **Digital Workspace Services:** As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team helps you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
- **Cloud Services:** Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or Infrastructure as a Service (IaaS) apps and cloud solutions for your business.
- **IT Consulting Services:** CDW's Consultative Advisory Services can help you prepare for the future. Our consultants have experience in IT direction, process improvement, governance and technology for cloud, IT operations, business continuity, and mergers and acquisitions.

For more information please refer to: https://www.cdw.com/content/services/professional-services/default.aspx

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CDW's Partnerships

As IUSD seeks new and emerging technology solutions, CDW has you covered. We maintain strong relationships with more than 1,100 vendor partners to provide the best products, services, and support to our customers. Choose from more than 100,000 technology products from industry-leading brands, and with the industry's largest in-stock inventories, you can be certain we have the technology you're looking for.

- Many of our top manufacturers and software publishers' representatives are onsite at CDW's sales offices to facilitate requests for information and assist with designing the best possible solutions.
- Your account management team works with these resources to review product roadmaps, evaluate new models, and develop strategies for a smooth transition to new systems.
- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages and overstocks, as well as other disruptions related to supply and demand variability.
- We often secure additional inventory to offset any known supply issues.
- CDW works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments.
- CDW has received awards and recognition from our partners for developing and delivering exceptional solutions.

With one of the largest technology partnership portfolios in the industry, CDW can support IUSD's **full stack of infrastructure solutions.**

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Strong Partner Designations and Expertise

We know that our customers have many technology provider choices. When working with CDW, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or specific partner. IUSD has the right partner in their corner with CDW as they navigate purchasing in a vast partner landscape. In the table below, we show some of our strongest manufacturer and software publisher partnerships and designation levels.

CDW Partnerships	
Partner	Designation
Acer	**Largest B2B partner in the U.S.**
Adobe	Largest Platinum partner in the U.S. and Worldwide
APC	**Diamond Level Partner**
Apple	Largest Corporate Channel Partner in the U.S., Premium Corporate Reseller
Aver Information	**Silver**
AWS	Advanced Consulting Partner
Cisco	Largest U.S. Direct Reseller, Gold Certified Partner
Dell	#1 National Solution Provider Partner, Titanium Partner
Epson	**Gold Level Partner**
Google	**Diamond Level Partner**
HPE Aruba Networks	**Diamone Elite Partner**
HP Enterprise	#1 Global Channel Partner
HP Inc.	#1 Commercial Channel Partner, Platinum Partner
IBM	Platinum IBM Business Partner
Lenovo	#1 Global Partner
Lightspeed	**Gold Level Partner**
Microsoft	Gold Certified Partner

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CDW Partnerships	
NetApp	Star Partner/Corporate Reseller Partner
Poly	**Diamond Elite Partner**
Samsung	**Diamond Level Partner**
TrippLite	#1 U.S. Partner, Premier Partner Status
VMware	Largest Corporate Reseller Among the America's Channel Partner Organization

Acer America Partnership

Acer is a Diamond level partner and **CDW Education is currently Acer's largest Channel reseller.** We have been an Acer America Authorized Reseller for over 17 years.

CDW Acer's partnership includes everything from logistical and supply coordination to regular CEO level meetings. Acer's main U.S. warehouse in Lockport, IL is conveniently located close to CDW Education's Vernon Hills warehouse assuring constant supply and quick delivery of Acer products.

Acer has five direct employees and two contracted employees dedicated specifically to CDW Education, in addition CDW Education has dedicated Technical Support resources.

APC Partnership

Over the years, CDW and APC by Schneider Electric have developed an extremely close working relationship. Today, APC by Schneider Electric is our largest Power partner in both revenue and units. Currently, APC ranks in the top 10 largest manufacturers out of more than 1,100 vendors with whom we work. CDW was named as APC's DCIM Partner of the Year for North America in 2012. CDW has earned the designation as one of APC's top channel partners and their number one reseller of APC's data center solutions. CDW is an authorized APC Elite Data Center Partner for Infrastructure Micro Data Center Configurations, Symmetra LX, In-Row Cooling, Netbotz, Lithium-Ion, Power Distribution, Software, Services, and Single-Phase UPS products.

APC by Schneider Electric has redefined today's data centers and become a strong CDW partner because of this. At CDW, we're now offering the industry's only end-to-end supporting architecture and all-in-one management software to ensure the highest availability and energy efficiency.

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We call this holistic system "data center physical infrastructure." Not only has it revolutionized data centers and small IT Spaces, but it has also transformed data center and IT managers' day-to-day responsibilities. It's faster and easier to deploy, and it's just as simple to manage via software that gives you integrated visibility from rack to row to room to building. And, it's agile enough to adapt to your needs – today and tomorrow.

With APC by Schneider Electric, CDW can become your one source connecting product availability, expertise, and service for all major data center equipment brands. Whether you require start-up, preventative maintenance, comprehensive refurbishment, or reconditioning on your data center equipment, APC by Schneider Electric and CDW provides complete services solutions available from rack to row to room to building to the cloud.

To ensure that our customers receive the support they require to implement an APC solution that meets their specific needs, we have a dedicated team of in-house APC representatives working out of our locations. This team includes power/cooling engineers, sales, and marketing specialists with the following certifications: APC Design Consultants, APC Technical Consultant, APC Sales Professionals for Datacenter, Software and Services Sales Associates, and APC Sales Associates.

CDW has configured over 50,000 APC Power Solutions in the past 15 years. Our Power Consultants have over 50 years of combined experience.

CDW and APC offer services solutions for complex implementations, so you know that your APC equipment will be installed, quality assured for Day One support of your critical data center infrastructure. These services include electrical, mechanical, installation, and project management for projects ranging from UPS replacements to complete data center power and cooling projects.

Your account manager will provide IUSD with expert guidance and act as a liaison directly with the manufacturer should an issue arise that requires expedited escalation.

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Aruba Partnership

CDW Education partners with Aruba, a Hewlett Enterprise Company, to bring IUSD innovative network solutions. With our deep expertise in Aruba solutions and a team of experienced network experts, we can help you build a faster, reliable, and more secure network for your organization.

Partnership & Awards

- **CDW is Aruba's largest channel partner globally**
- CDW has had a partnership with Aruba for over 10 years
- CDW is a Platinum partner, the highest level in Aruba's Partner Ready for Networking program
- CDW is able to stock, ship, provide configuration services, or drop ship from multiple HPE Aruba distribution sources to meet customer requirements
- CDW holds many technical Certifications including: ACDX, ACCX, ACMP, ACMA, ACSP, and ACCP
- HPE Aruba has a team of twenty resources, including two Sales Engineers dedicated to CDW
- CDW's Advanced Technology Services group delivers professional services around Aruba
- CDW a winner of Aruba's 2014, 2015, 2016, 2017, and 2018 Top Partner of the Year award for the Americas

HP Inc. Partnership

CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HPI's full suite of products and field a large onsite team that provides expert guidance and support.

Platinum Partner

Google Partnership

Google for Education

Google and CDW empower educators with simple, assistive tools and equip every student with the technology and skills they need to be successful.

CDW is a valued Google for Education partner in K-12 education. With our experience and expertise, it makes sense that many K-12 entities are choosing CDW when they choose Chromebooks. We have experienced Google Certified: Administrators, Deployment Specialists, Trainers, and Educators on staff (including former teachers, EdTech specialists, CIOs, and a Superintendent) who have deployed and used G Suite and Chromebooks in their own schools.

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Google Cloud Platform

Google Cloud

CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) are backed by more than 20 years of managed services support experience, are delivered through CDW's Enterprise Command Center and managed by GCP-approved architects, consultants and engineers. With three of the world's 20 Google Cloud Fellows on staff, CDW is your technical services partner when results and velocity matter.

CDW has successfully completed the requirements to participate in the Google Cloud Managed Service Provider (MSP) Initiative, bringing new capabilities to CDW's services portfolio and turning it into a trifecta in cloud managed services.

Google Cloud's differentiators bring to CDW an opportunity to accelerate customers interested in innovative Managed Security Plays and Generative AI ventures. To receive this Google recognition, CDW demonstrated through third-party expert-assessment deep knowledge in Google's technology stack; CDW proved experience and stability in long-term managed customers and showcased a sound practice of support operations with Google-certified individuals on-call. For more information on CDW's brand offerings, please visit https://www.cdw.com/content/cdw/en/brand.html.

Samsung Partnership

CDW is Samsung's largest NCP (National Channel Partner) in North America. While NCP is the highest partner level achievable via Samsung, we are also at the highest partner level within CDW (Diamond Partner). **In 2020, CDW was named top Installation partner of the year for K12/Education by Samsung Electronics America.** CDW is authorized to sell all of Samsung's B2B products, including Large and Small Format Displays, Digital Signage Solutions, LED Display, Outdoor Signage, Video Walls, Interactive Flat-Panel Displays, Desktop Monitors, Solid State Drives (SSD), Laptops, Tablets, Chromebooks, Smartphones and Wearables. Through innovative, reliable products and services, talented people, a responsible approach to business and global citizenship, and collaboration with our partners and customers, Samsung is taking the world in imaginative new directions.

Dedicated Samsung Support

As Samsung's largest B2B partner, CDW has eleven dedicated Samsung resources to support you including:

Display Solutions & SSD Support:

- [redacted]
  - [redacted]
    - [redacted]
    - [redacted]

Mobility Support:

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- [redacted]
- [redacted]

CDW (Samsung) Support:

- Display Solutions & SSD:
  - [redacted]
  - [redacted]
- Mobility:
  - [redacted]
  - [redacted]

Cisco Partnership

There is no other Cisco Gold Partner in the world that offers CDW's combination of expertise and experience. **We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner,** having attained the broadest range of expertise across multiple technologies.

- In 2018, CDW achieved the newest of Cisco's Master Specializations in networking, making **CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers**. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.
- At the 2019 Cisco Partner Summit, CDW was recognized with the Global Award for Commercial Partner of the Year and nine geography and theater/area awards.

CDW received the following awards at the 2022 Cisco Partner Summit:

- CDW has been recognized as the **2022 Americas Partner of the Year** by Cisco and **as 2022 Cisco Software Partner of the Year.**
- CDW was also announced as the winner of a Bold Bets prize through Cisco's Partner Innovation Challenge, as well as:
  - U.S. Areas Central Partner of the Year
  - U.S. Areas Central Enterprise Partner of the Year
  - U.S. Areas Central Commercial Partner of the Year
  - U.S. Areas Central Security Partner of the Year
  - U.S. Areas East Commercial Partner of the Year
  - U.S. Federal Intelligence partner of the Year *Sirius
  - U.S. Areas West Commercial partner of the Year

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Dell EMC Partnership

In 2017, Dell EMC named CDW a Titanium Black Partner, a new status within the Titanium Tier of the Dell EMC Partner Program. Titanium status is reserved for partners that have shown exemplary commitment to Dell EMC.

- CDW is Dell's #1 Partner Worldwide.
- CDW is the only channel partner that stocks Dell EMC hardware.
- CDW has dedicated Dell EMC account managers.

Working with CDW and Dell Technologies for the latest technology means getting expert Dell EMC solution orchestration to help you stay competitive in the ever-evolving IT market. In addition, it means you have access to a solution provider with:

- Dell Enterprise technical presales specialists
- Dell client solution specialists
- Dell-certified technology architects
- Dell-certified cloud architects and Dell EMC-certified data scientists
- Dell-certified implementation engineers

HPE Partnership

CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference.

Lenovo Partnership

CDW is Lenovo's largest Global Direct Response Channel Partner. We have extensive onsite support for Lenovo products including:

- A dedicated CDW Brand Management team
- Eleven dedicated Lenovo-badged account managers onsite, covering all channels and regions of sales
- Twenty-six dedicated presales systems engineers, funded by Lenovo, to answer all questions regarding Lenovo products, services, and programs
- Five Lenovo-funded partner specialists: two focused on services, the others on client products

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CDW has access to Lenovo's entire product line for easy, in-stock selection and quick shipment. Our partnership lets us bring you exclusive pricing and money-saving offers on the Lenovo technology you need to power your business.

Microsoft Certified Solutions/Azure Partnership

CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. We are a certified Microsoft Solutions Partner in Business Applications, Microsoft Cloud, Modern Work and Security, as well as a certified Microsoft Azure Expert. We are also a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA), as well as a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements, as well as Server and Cloud Enrollments.

Over the years, CDW has earned the following honors:

- M365 Customer Adds Partner of the Year
- WW/U.S. Surface Partner of the Year
- U.S. Surface Hub Partner of the Year

CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

Of note, CDW participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations.

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AWS Partnership

CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners:

As of December 2020: CDW has earned the **AWS Migration Competency**. The Migration Competency, like the AWS MSP Competency, is an elite-level designation held by fewer than 50 companies in North America.

CDW coworkers have earned more than **200 AWS certifications** including the new **AWS Database** and **Data Analytics** Specialty Certifications. Twenty CDW coworkers also recently completed an intense, five-day training to prepare for the **AWS Solution Architect Professional** certification to further advance our AWS acumen.

CDW has also earned the AWS Storage Competency. This audit confirms CDW's deep AWS storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

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CDW's Environmental Responsibility

CDW has long been conscious of our impact on the environment. Our approach is to be sustainable and efficient in our operational practices and seek to positively impact the environmental performance of our value chain. Our environmental policies, procedures, and facilities management guide our day-to-day operations.

As a leading multi-brand technology solutions provider, CDW's greatest opportunities to impact the environment lie in collaborating with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offerings of sustainable and socially responsible technology products and solutions. Additionally, as part of our commitment to continuous improvement, we regularly evaluate our use of natural resources. For example, we seek to identify and address opportunities to continue reducing waste to landfill through enterprise-wide recycling initiatives and innovative packaging solutions.

ISO 14001:2015 Certification

All CDW distribution centers (two in the U.S. and one in the U.K.), and two of our U.K. offices, hold ISO 14001 certifications. This certification is the international standard for Environmental Management Systems (EMS) and ensure consistency and effectiveness in our EMS, as well as demonstrate our long-established commitment to managing our business responsibly.

2023 Environmental Highlights

This year was our most impactful year-to-date in formalizing our approach to climate action. Notable highlights from 2023 include:

Announced Greenhouse Gas (GHG) Reduction Targets: Under the leadership of our Climate Task Force, and with support from senior leadership, we committed to set near-term, company-wide emissions reductions in line with climate science with the Science Based Targets initiative (SBTi). We submitted our targets for validation and are awaiting approval from SBTi.

Outperformed Waste Diversion Goal (92%): For the fifth year in a row, our two U.S. distribution centers outperformed their waste diversion goal of 90% by recycling 1,700 tons of packaging material, 7,494 tons of cardboard, 306 tons of paper, as well as wood and plastic pallets.

Created CDW Climate Action Committee. This committee evolved from our Climate Task Force into an ongoing cross-functional, global group of CDW leaders to oversee projects and implement best practices in support of our GHG emissions reduction targets. In 2024, the Climate Action Committee will focus on developing the workstreams and subcommittees of subject matter experts needed to help us deliver on our goals.

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Focus on Energy-Efficient Buildings. In 2023, we consolidated two Arizona locations into one new Leadership in Energy and Environmental Design (LEED) Gold building in Tempe that provides a state-of-the-art workplace that harmoniously incorporates sustainability principles, advanced technology and aesthetics. Within CDW's real estate portfolio in North America, this office stands as one of 10 LEED Gold-certified offices and one of 16 LEED-certified sites across the continent.

For more information on CDW's sustainability efforts, please see our Environmental Social Governance Report for 2023.

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Procurement Management Portal

IUSD has a customizable CDW Account Center that facilitates the ordering, tracking, and management of IT purchases (**Figure 3**). Authorized users and administrators access real-time information from one site, 24x7. Flexible reporting capabilities improve data management and the ability to make cost-effective decisions. This valuable tool, provided at no additional cost, is one more reason to partner with CDW.

Ordering and Tracking

Your CDW Account Center makes the buying process simple and efficient, enabling authorized users to:

- Reduce time spent researching and purchasing
- Easily collaborate with the account team
- Create quotes quickly right from their shopping cart
- Create bundles for easy reordering
- Choose standard or express
- Access up-to-date order and delivery status
- Reprint a copy of any invoice or packing slip
- Initiate returns and request RMA numbers

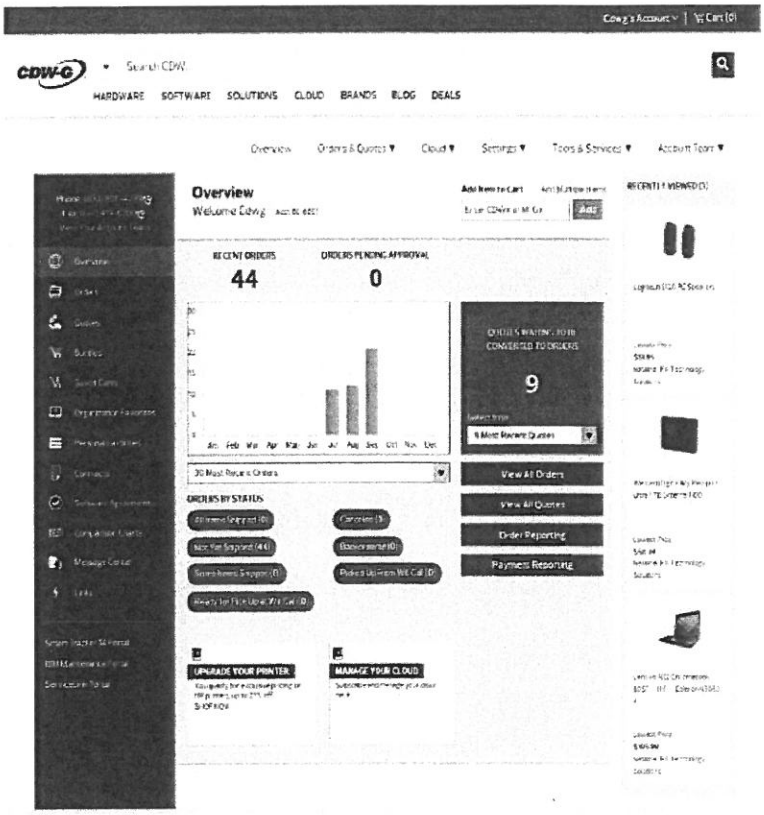

Figure 3. Simplify you buying process. CDW's Account Center gives users the tools they need to streamline IT purchasing.

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Asset Management and Reporting

Your CDW Account Center is a productivity-enhancing tool that promotes asset management and helps gather the depth and breadth of information your organization needs. Administrators are able to:

- Promote product standardization
- Create customized catalogs
- Assign rights to specific groups of users
- Automate purchase approvals
- Maintain consistent pricing
- Retrieve purchase and payment history for the past three years
- Access information across an enterprise organization without having to log onto multiple web portals

Users are able to view standard reports and create and save custom reports. Reports can be generated for a variety of timeframes and differentiated by site, division, department, buyer, city, state, product, etc. Reports can be downloaded into Microsoft Excel, CSV, and tab-delimited files. In addition, your account manager is able to set up custom fields on your CDW Account Center to meet your specific reporting needs.

Integration with eProcurement Systems

CDW works with many leading eProcurement systems such as Ariba, SAP, and Oracle to integrate procurement punch-out/roundtrip solutions that make it easier and more cost-effective for your organization. We have an eProcurement team specifically dedicated to integration.

EDI Communication Methods

CDW supports a variety of communication methods. The preferred method is to use File Transfer Protocol (FTP) with Pretty Good Privacy (PGP) encryption.

FTP: CDW's FTP processing is flexible. We can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We also can exchange stream files — one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible. Either CDW or the Partner may host the FTP site. UserID and Password are required to access CDW's FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW uses PGP to encrypt data exchanged via FTP. PGP is widely available and uses public key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW can also support FTP using SSH or SSL session encryption.

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EDIINT–AS1: This communication method uses the email system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT–AS2: This communication method uses the internet to exchange data and an HTTP post (language of websites) to transfer encrypted data between CDW and the customer.

HTTPS (Hyper Text Transmission Protocol, Secure): This method allows CDW to send and receive data through a web server using HTTP/S. HTTP is traditionally used for displaying interactive web pages, but can also be used as a communication method.

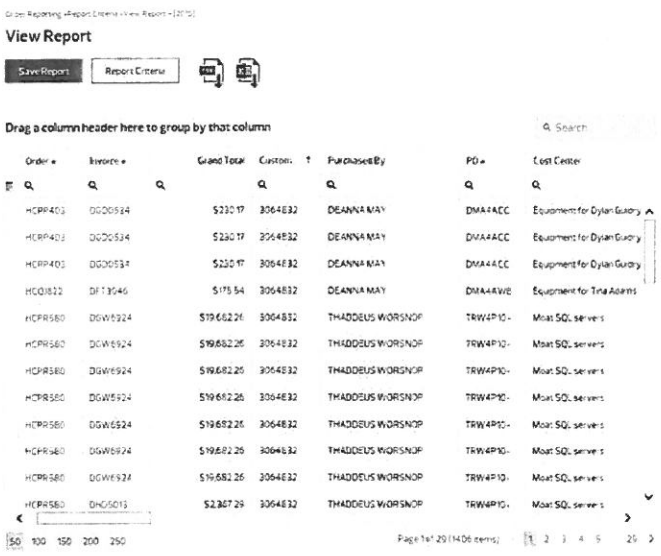

Figure 4. Plan, procure, and manage technology with greater confidence and less complexity. The CDW Account Center allows users to create and view custom reports for asset management.

VANs (Value-Added Networks): A VAN is the least desirable method due to the fees incurred for this third-party service. CDW will work with you to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to and from a VAN.

You always have access to your invoices through the Payment Reporting section of your Account Center (requires finance user permission), but we can also use the following invoice methods: paper invoices; P-Cards (compliant to level/tier 3); and electronic invoicing in ANSIx12 4010 EDI, XML, cXML or mapped flat file formats. Visit www.cdw.com/edi for more information.

Featured eProcurement Partners

SAP Ariba · ORACLE Gold Partner · JAGGAER · coupa · esm · VROOZi · GHX · workday

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Terms of Offer

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Irvine Unified School District ("Customer") are the property of and are proprietary to CDW Government LLC ("CDW•G").

Except as otherwise set forth above, CDW•G agrees to maintain the validity of the Proposal for a period of thirty (30) days from the RFP-established due date ("Validity Period"), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW•G's commitment to the pricing levels and other proposed offerings contained in the Proposal, Customer may notify CDW•G via mail or e-mail that either: (i) Customer accepts CDW•G's Proposal and agrees to be bound by the terms and conditions, or (ii) Customer intends to negotiate with CDW•G a separate agreement during the Validity Period.

CDW•G will conduct any negotiation of a final agreement with Company in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement.

ADDITIONAL TERMS RELATED TO SERVICES:

CDW•G will create a Statement of Work ("SOW") which details the scope and price of the services to be provided. The SOW must be executed by the Customer and the CDW•G before professional services can be performed by CDW•G. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

ADDITIONAL TERMS RELATED TO CLOUD PRODUCTS AND SERVICES:

CDW•G acts as a re-biller for cloud computing and storage services ("Third-Party Cloud Services"). Prior to each purchase of Third-Party Cloud Services, the Customer must execute CDW•G's Cloud Service Order form. Any Service Level Agreement (SLA), executed directly between the Customer and the cloud service provider, shall govern the SLAs for cloud computing and storage services.

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Irvine Unified School District
Bid No. 23/24-01 IT
for Technology Equipment and Peripherals

Exceptions to Terms and Conditions

Pursuant to Request for Information No. 6 and Addenda No. II released on May 16, 2024, CDW Government LLC ("CDW-G," "Vendor," or "Contractor") proposes the following changes to the Agreement terms and conditions included in Bid No. 23/24-01 IT issued by Irvine Unified School District ("IUSD" or "District"). CDW-G insertions are underlined, and deletions are stricken through. These proposals are for the District's review and input; CDW-G will conduct any negotiation upon award in good faith.

Sample Agreement Terms

Section 1.

...The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Notwithstanding the foregoing, in the event of a conflict between the terms of the Bid Documents and the terms of this Agreement, the terms of this Agreement shall control.

CDW-G note: This will ensure duplicative terms that are found in both the Bid Documents and the Agreement (like insurance requirements, warranties, etc.) are accurately captured in one place.

Section 2.

Contractor shall timely perform ~~everything~~ as required to be provided and performed with the terms of this Agreement, and shall provide, furnish and pay for all the shipping . . . ~~The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.~~

CDW-G note: The first edit is just intended to add clarity. The damages remedy in the last line of the clause is already captured as part of the indemnification obligations.

Section 3.

District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet for each individual Project/purchase order or Statement of Work ("SOW") activated under this unit price agreement...

CDW-G note: Adding the SOW concept, since some services engagements will require the use of a SOW.

Section 8.

The cost of inspection and/or return shipping for Equipment which do not meet the specifications will be borne by the Contractor. Equipment returns will be processed in accordance with Contractor's standard return policy.

CDW-G note: Adding language stating that returns are subject to CDW return policies.

Section 9.

...and expenses, including any fees of accountants, attorneys or other professionals, arising out of claims brought by an unaffiliated third party, in connection with, resulting from or related to...

CDW-G note: We are happy to indemnify the District and propose adding language that such claims should be asserted by third parties.

Section 9(a) & 9(b)

(a) Any injury to or death of any person(s) or damage to~~, loss or theft of any~~ tangible personal property ~~sustained by the Contractor~~, either directly or by independent contract, upon or in connection with the Work called for in this Agreement directly caused by Contractor's gross negligence or willful misconduct, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s), or damage, loss or theft of any tangible personal property directly caused by any grossly negligent or willful act~~, neglect, default~~ or omission of the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the Work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the gross negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

CDW-G note: Given the lack of a cap on damages in this agreement, we would request the following changes to ensure the indemnification obligations are substantively tied to CDW-G's actions.

Section 9(d)

Any third party claim alleging that the product produced by Contractor infringes or misappropriates the proprietary or intellectual property rights of such third party...

CDW-G note: We can certainly agree to this provision, but just want to clarify that we can only indemnify for such products that CDW produces. Third party manufacturers/OEMs/etc. are the responsible party for any other products.

Section 9(e)

Related to a data breach due to Contractor's ~~recklessness,~~ gross negligence, or intentional conduct.

CDW-G note: We can agree to this indemnification obligation, but similar to 9(a) and (b) above, we would respectfully request

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removal of the recklessness standard.

Section 12

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. ~~This policy shall include or be endorsed to include abuse and molestation coverage of at least $1,000,000 for each occurrence, unless waived/reduced by the DISTRICT.~~

CDW-G note: Our insurance does not exclude such coverage, so we are fine with that language. However, we just to be clear, we will not be providing services that require contact with students. Please note that upon award we will ensure that the insurance terms align with CDW-G's insurance policies and provisions and the COI that we will be providing.

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Bid Forms and Required Documents

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REQUIRED DOCUMENTS

Please return this sheet with your Bid Documents

Bid Documents Due at the Submission of the Due Date

- ☒ Bid Form
- ☒ Bid Form Pricing Sheet (all pages)
- ☒ Noncollusion Declaration
- ☒ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☒ Certification of Restriction on Lobbying
- ☒ Piggyback Clause
- ☒ Manufacturer's letter(s) authorizing Bidder to sell

Other Forms not required until after award

- ☐ Agreement (sample Agreement included)
- ☐ Tobacco Use Policy
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Contact with Students
- ☐ Notice to Contractors Regarding Valid Criminal Records Summary
- ☐ Technical Specification and Requirements
- ☐ W-9
- ☐ Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine Unified School District must be named as an Additional Insured)

BID FORM AND REQUIRED DOCUMENTS

BID NO. 23/24-01 IT
TECHNOLOGY EQUIPMENT AND PERIPHERALS

FOR

IRVINE UNIFIED SCHOOL DISTRICT
5050 BARRANCA PARKWAY
IRVINE, CA 92604

Firm Name:	CDW Government LLC		
Address:	230 N. Milwaukee Ave, Vernon Hills, IL 60061		
Telephone:	[redacted]	**Fax:**	[redacted]
Email Address:	[redacted]		
Website For Online Catalog:	www.cdw.com		

*If no online catalog is available: provide a comprehensive price list for products and brands.
*If services are not included in a link to MSRP pricing: attach a listing of standard rates for Services

BID FORM

Bidder Name: CDW Government LLC

To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District"

	Yes	No
1. The undersigned Bidder, having become familiarized with all the following documents including, but not limited to, the Notice Calling for Bids, Calendar of Events, General Conditions, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Piggyback Clause, Manufacturer's letter(s) authorizing Bidder to sell, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, all insurance requirements, Technical Specifications and Requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the Project and cost of the Project at the place where the Equipment is to be provided and Work is to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the Project, including all Equipment, Work and all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, utility, transportation services, shipping, assembly, installation, implementation, software licensing, maintenance, raining, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, and costs of optional services and products necessary to provide Equipment and perform the Work in a good workmanlike manner required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Work, in connection with the following: Bid No. 23/24-01 IT Technology Equipment and Peripherals All in strict conformity with the Bid Documents, including all Addenda on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in the Bid Form Pricing Sheet. The Bidder agrees to provide each item listed under the attached Bid Form Pricing Sheet for the prices indicated. The quantity on which to indicate each price shall be one unit unless specifically noted otherwise. Bidders may expand the provided Bid Form Pricing Sheet and create pricing tiers based on different quantities. All	X	

quantities shall be based on annual purchases by District within one calendar year. Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Equipment, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the Project, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.		
2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that its bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.	X	
3. The initial term of the Agreement is five (5) years.	X	
4. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the Irvine Unified School District the Agreement within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District, and will also furnish and deliver to the Irvine Unified School District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Workplace Certification, W-9, Technical Specification and Requirements, Contact with Students, Notice to Contractors Regarding Valid Criminal Records Summary, within five (5) working days of the notice of award of the contract.	X	
5. Communication conveying notice of award of the contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below.	X	

6. The name(s) of all persons interested in the bid as principals are as follows:			
Name	**Address**	**Phone**	**Email**
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

7. Name(s) of primary contact(s) who will service this contract/account.

Name	Address	Phone	Email
[redacted]	[redacted]		[redacted]
[redacted]	[redacted]		[redacted]

8. Describe how many years of experience Bidder has providing schools with technology equipment similar to that included in the scope of this Project.
CDW Government was founded in 1998 to solely serve government, education, and healthcare entities. We have hundreds of school district and higher education customers throughout the country, and provide IT catalog offerings to many. Prior to 1998, CDW, the parent of CDW-G, served hundreds of clients in a similar capacity (providing hardware, software, and services) – relative to the Irvine Unified School District

	Yes	No
9. Has Bidder or any of its principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a similar public project during the past three (3) years? Response must include information pertaining to principal's association outside of the firm bidding this Project.		X

9.a. If Yes, provide name of public agency and details of the dispute:

	Yes	No
10. The Bidder hereby warrants that the Bidder has all appropriate licenses and permits to provide the Equipment and perform the Work as specified in the Bid Documents and that such licenses and permits will be in force and effect throughout the duration of performance of any awarded contract. Bidder shall be deemed nonresponsive if the Bidder is does not hold required licenses and permits.	X	
11. The Bidder, whether manufacturer, supplier, distributor, reseller, or retailer, hereby certifies that the Equipment offered under this bid have been placed in regular commercial use and that adequate spare parts exist in the marketplace for the Equipment.	X	
12. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment	X	

under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).		
13. The Bidder hereby certifies that it is, and at all times during the performance of Work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.	X	
14. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to provide the Equipment and perform the Work.	X	
15. Bidder understands that time is of the essence.	X	
16. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the Bidder automatically nonresponsive.	X	
17. Bidder understands that failure to complete the Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certificate of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restriction on Lobbying, Piggyback Clause, and submit Manufacturer's letter(s) authorizing Bidder to sell in their entirety will render a Bidder nonresponsive.	X	
18. Bidder agrees that Bid prices include shipping, F.O.B. Irvine Unified School District, or as directed by the purchase order of said District, assembly, inside delivery, and any required installation.	X	
19. Bidder agrees that all prices on the Bid Form Pricing Sheet shall be incorporated herein as if fully set forth.	X	

20. List of References. Please provide references of school districts and/or public agencies that Bidder has contracted with to provide technology equipment and peripherals as required under Information for Bidders Section 32.	
Reference 1	
Name	[redacted]
Address	[redacted]

Telephone No.	[redacted]
Contact Person	[redacted]
Description of Equipment	[redacted]

Reference 2	
Name	[redacted]
Address	[redacted]
Telephone No.	[redacted]
Contact Person	[redacted]
Description of Equipment	[redacted]

Reference 3	
Name	[redacted]
Address	[redacted]
Telephone No.	[redacted]
Contact Person	[redacted]
Description of Equipment	[redacted]

Reference 4	
Name	[redacted]
Address	[redacted]
Telephone No.	[redacted]
Contact Person	[redacted]
Description of Equipment	[redacted]

Reference 5	
Name	
Address	
Telephone No.	
Contact Person	
Description of Equipment	

IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 23/24-01 IT TECHNOLOGY EQUIPMENT AND PERIPHERALS
BID FORM PRICING SHEET

Name of Bidder: CDW Government LLC
Website of Online Catalog: www.cdwg.com
* If no website is provided, provide a comprehensive price list for products and brands included in the bid response.

Submit a PDF and excel Bid Form Pricing Sheet with Bid Documents
Bid prices are to include all costs associated with the proposed Solution including, but not limited to, shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of said District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, miscellaneous costs, and costs of optional services and products. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Costs not identified by Bidder shall be borne by Bidder and will not alter the requirements identified in this solicitation.

Whenever any Equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal", and Bidder may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified, subject to District approval.

Should the Bidder wish to request prior to bid opening, any substitution for the materials, process, Work or Equipment specified in the Short List, the Bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's), in accordance with Information for Bidders Sections 9 and 19. Bidders submitting RFIs requesting substitutions of "or equal" products should include the line number, description, and manufacturer and model no. listed on the original Bid Documents, and the manufacturer and model no. of the proposed "or equal" product. Descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District.

For proposed Catalog Discount Work and Equipment, Bidders should list all manufacturers available in the column denoted "Brands/Manufacturers". Bidders are not required to offer Equipment from all manufacturers listed in the description. Bidders may propose additional "or equal" manufacturers. Suitability and valuation of "equals" rest in the sole discretion of the District.

Bidders must complete all items, or the bid submitted may be declared non-responsive. Note: This is NOT AN ORDER. If a Bidder will not bid on an item, it should write "No Bid" under the unit price.

Bidders may add additional rows for tiered pricing. Specify the different tier quantities in the "Minimum Purchase Amount" column.

EXAMPLE

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1.a.	Example Company Chromebook 11"	Example Company, model no. 1234	1-499	$250	5%	$237.50
1.b.	Example Company Chromebook 11"	Example Company, model no. 1234	500-1,999	$250	7%	$232.50
1.c.	Example Company Chromebook 11"	Example Company, model no. 1234	2,000 - 4,999	$250	10%	$225.00
1.d.	Example Company Chromebook 11"	Example Company, model no. 1234	5,000+	$250	13%	$217.50

Short List Bid Items

Line #	*Description*	*Manufacturer & Model No.*	*Minimum Purchase Amount*	*Unit Cost*	*Discount %*	*Extended Price Per Unit *Includes shipping*
1	HP Chromebook 11 G9 EE - N4500 32/4	HP Chromebook 11 G9 EE - 3V2Y2UT#ABA	1	$230.00	0%	$230.00
1.a.	Lenovo 100e G3	Lenovo Part number : 82UY0000US	1	$223.00	0%	$223.00
1.b.	Lenovo 100e G4	Lenovo Part number : 83G80002US	1	$245.00	0%	$245.00
1.c.	ASUS CR1100CKAYZ142	ASUS CR1100CKAYZ142	1	$281.52	0%	$281.52
1.d.	Acer C734-C0FD	Acer C734-C0FD; NX.AYVAA.001; 195133135887	1	$250.00	0%	$250.00
2	HP Foris x360 G3 J 11" 2-in-1 - N4500 32/4	HP Foris x360 G3 J - 7L300UT#ABA	1	$345.00	0%	$345.00
2.a.	Lenovo 500e G3	Lenovo Part number : 82JB003XUS	1	$313.00	0%	$313.00
2.b.	ASUS CR1100FKAYZ142T	ASUS CR1100FKAYZ142T	1	$338.00	0%	$338.00
2.c.	Acer R753T-C8H2	Acer R753T-C8H2; NX.A8ZAA.005; 195133135863	1	$330.00	0%	$330.00
3	Google Chrome Mgmt License	Google Chrome Educaion Upgrade - CROS-SW-DIS-EDU-NEW	1	$29.75	0%	$29.75
4	AVerCharge C36i+	AVer C36i+ - CHRGC36I+	1	$1,175.00	0%	$1,175.00
5	Poly Studio X52 All-In-One Video Bar with TC10 Controller Kit	Poly Studio X52 Video Kit - 8D8L1AA#ABA	1	$3,292.81	0%	$3,292.81
6	Aver M11-8M	Aver VISIM118M	1	$190.00	0%	$190.00
7	HP LaserJet Pro 4001dn	HP - 2Z600F#BGJ	1	$330.28	0%	$330.28
8	HP LaserJet Pro M501dn	HP - J8H61A#BGJ	1	$606.28	0%	$606.28
9	HP Color LaserJet Enterprise M554dn	HP - 7ZU81A#BGJ	1	$728.69	0%	$728.69
10	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl Core Switch	JL700C	1	$19,845.85	0%	$19,845.85
10.a.	Extreme Network 7520-48YE-8CE-AC-F	Extreme Network 7520-48YE-8CE-AC-F	1	$18,717.60	0%	$18,717.60
11	Aruba 6300M 48G 4SFP56 Switch	JL663A	1	$6,232.27	0%	$6,232.27
12	Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch	JL659A	1	$10,058.87	0%	$10,058.87
13	Aruba X371 12VDC 250W 100-240VAC PS	JL085A	1	$365.17	0%	$365.17
13.a.	Extreme Network XN-ACPWR-350W-FB "For 5520 48T	Extreme Network XN-ACPWR-350W-FB "For 5520-48T	1	$477.60	0%	$477.60
14	Aruba X372 54VDC 1050W 110-240VAC PS	JL087A	1	$783.87	0%	$783.87
14.a.	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	Extreme Network XN-ACPWR-1100W-FB "For 5720-48MW"	1	$813.60	0%	$813.60
15	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	R0M46A	1	$216.77	0%	$216.77
15.a.	Extreme Network 100G-DACP-QSFPZ5M	Extreme Network 100G-DACP-QSFPZ5M	1	$201.12	0%	$201.12
16	Aruba 10G SFP+ LC SR 300M MMF XCVR	J9150D	1	$700.66	0%	$700.66
16.a.	Extreme Network 10301	Extreme Network 10301	1	$788.16	0%	$788.16
17	Aruba AP-535 (US) Unified AP	JZ337A	1	$1,074.84	0%	$1,074.84
17.a.	Extreme Network AP510C-WW	Extreme Network AP510C-WW	1	$874.56	0%	$874.56
18	Aruba AP-575 (US) Outdoor 11ax AP	R4H18A	1	$1,505.73	0%	$1,505.73
18.a.	Extreme Network AP460C-FCC	Extreme Network AP460C-FCC	1	$710.88	0%	$710.88
19	APC UPS 6000VA (Input 208V L14-30P) UPS	SURTD6000RMXLP3U	1	$6,257.91	0%	$6,257.91
20	APC SMART UPS SRT 3000VA RM 120V UPS	SRT3000RMXLA	1	$3,223.90	0%	$3,223.90
21	Epson Powerlite L260F - 3LCD projector	V11HA69020	1	$1,050.00	0%	$1,050.00
22	Epson Powerlite 760W - 3LCD projector - ultra short throw	V11HA81020	1	$1,185.00	0%	$1,185.00
23	Samsung 65 in 4K Digital Signage Display	Samsung QB65C	1	$886.00	0%	$886.00
24	Lightspeed Topcat Classroom Audio	TCN-FS-M	1	$1,779.00	0%	$1,779.00
25	ATLASied pOe+ INDOOR Wall Mount IP Speaker w/LCD display Talkback	IP-SDM	1	$795.00	0%	$795.00

Catalog Discount:

Bidders may respond to line items with one catalog discount percentage for all brands/manufacturers or insert additional line items to differentiate discount level offered by brands/manufacturers or product lines. Catalog

EXAMPLE

	Description	*Can Comply?*		*Brand/Manufact*	*Catalog Discount*	*Clarifications and/or Restrictions*
		YES	*NO*			
1	Chromebooks, Brands may include, but are not limited to: Brand A, Brand B & Brand C.	X		Brand A, Brand C, Brand D	__20__ % Catalog Discount	

	General Hardware Catalog Type Items					
	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
26	Brand name items from computer hardware manufacturers. Brands may include, but are not limited to: Acer, Dell, HP, Lenovo, Microsoft, Toshiba, and any other Intel, ARM, or AMD based computers and systems.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
27	Computer and tablet peripherals, components, upgrades, accessories, and related equipment including all manufacturers' "opional" products and warranies. Including all manufacturers available to the Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
28	Device storage and/or charging soluions. Brands may include, but are not limited to: Anywhere, Aver, Bretford, LocknCharge, Tripp Lite.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
29	Digital cameras, lenses, lighing, microphones, drones, and related photography/videography peripherals, software, and accessories. Brands may include, but are not limited to: Canon, DJI, Panasonic, Sony.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
30	Printers, 3D printers, toner, inkjet ink, accessories, and other related supplies. Brands may include, but are not limited to: Canon, Dell, Dremel, Epson, HP, Konica-Minolta, Kyocera, Ricoh, Toshiba, Xerox.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
31	Cables and cable management soluions, including, but not limited to: HDMI, VGA, network cables and adapters, terminators, raceway, patch cables, video, audio, and power cables. Including all manufacturers available to the Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
	Network, Data Center, and Security Catalog Type Items					
	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
32	Brand name items from network hardware manufacturers. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, HP ProCurve, Juniper, Ruckus, and any other managed or unmanaged hardware, component, or related devices available to Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
33	Wireless technology: including access points, controllers, mounts and enclosures, and any other components and peripherals. Brands may include, but are not limited to: HP/Aruba, Oberon, Ventev/Terrawave, Aerohive, Cisco, Ruckus	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
34	Server, storage, and virtualizaion hardware and peripherals, and licensing. Brands may include, but are not limited to: Cisco, HP, Dell, IBM, VMWare, Microsoft.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
35	Network security appliances and software including layer 7 Firewall, Content Filtering, log management (SEIM), Intrusion Defense and Prevenion System (IDS, IPS), endpoint protecion, SPAM and phishing protecion. Brands may include, but are not limited to: iBoss, Palo Alto, Cisco, HP, Sonicwall, Symantec, CrowdStrike, Microsoft, Barracuda, Agari, Avanan.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
36	Uninterrupible Power Supply (UPS). Brands may include, but are not limited to: Schneider Electric, APC, Tripp Lite	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
37	Safety systems which may include: networked surveillance, access control, and emergency alert systems, cameras, servers, software, and peripherals. Brands may include, but are not limited to: Axis, Avigilon, Cisco, Panasonic, and Entre.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
38	Public Address and Clock/Bell/Loudspeaker systems. Brands may include, but are not limited to: Atlas, Bogen, Cisco, Ducane.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
39	Wireless management licenses and maintenance. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
40	Network management software, network equipment or security security appliance maintenance/support services, or network access control. Brands may include, but are not limited to: Aerohive, HP/Aruba, Cisco, Ruckus.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.
	General Software Catalog Type Items					
	Description	Can Comply? YES	NO	Brand/Manufact	Catalog Discount	Clarifications and/or Restrictions
41	Microsoft 365 Educaion Licensing	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to **Exhibit A** for discount percentages.

42	Microsoft Licensing - Server	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
43	Google Workspace for Educaion	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
44	Software programs and related services, including products that are licensed for installaion on user devices and products offered in a software-as-a-service model.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
Audio Visual Catalog Type Items						
	Description	***Can Comply? YES***	***NO***	***Brand/Manufact***	***Catalog Discount***	***Clarifications and/or Restrictions***
45	Projectors, lamps, mounts, and accessories. Brands may include, but are not limited to: Acer, BenQ, Epson, Optoma, Viewsonic.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
46	Interacive displays, mounts, carts, and accessories. Brands may include, but are not limited to: Aver, Promethean,Samsung, Smart Technologies, Viewsonic.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
47	Large format displays, mounts, carts and accessories. Brands may include, but are not limited to: LG, NEC, Panasonic, Samsung, Sharp, Bretford, Conen, Peerless, Tripp Lite.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
48	Document cameras and accessories. Brands may include, but are not limited to: Aver, Elmo, Epson, Hovercam, IPEVO.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
49	Video conferencing equipment, accessories, and software. Brands may include Poly, Logitech, Neat, Zoom	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
50	Integrated audio visual systems. Brands may include, but are not limited to: Extron, Crestron, Lightspeed, and FrontRow.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
51	Audio visual equipment including, but not limited to: microphones, speakers, sound boards, presenter equipment and accessories, and theater management tools from any manufacturer available to Bidder.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
Services						
	Description	***Can Comply? YES***	***NO***	***Brand/Manufact***	****Catalog Discount (bas***	***Clarifications and/or Restrictions***
52	Configuraion Services, including but not limited to: asset tagging, device enrollment, etching, memory or other component installaions, imaging, software installaion, or any other Configuraion Lab type services.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
53	Engineering Services, including but not limited to: assessment, design, configuraion, implementaion, or diagnosic troubleshooing of wired or wireless networking, physical or virtual servers, Storage Area Network (SAN), backup or disaster-recovery soluions. Engineers preferred to be-experienced with: Cisco, Dell EMC, HP, NetApp, VMWare, Microsoft, and must be manufacturer cerified.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.
54	Audio Visual Installaion Services, including but not limited to: projector/display mouning, low voltage cabling, speaker installaion.	X		All Brands/Manufacturer Excluding Apple	Varies % Catalog Discount	Discount percentages varies by CDW•G Categories. Please refer to Exhibit A for discount percentages.

*For Services provided directly by Bidders and not through a manufacturer MSRP should be interpreted as "Provider's standard rate". If the services are not listed in a link to MSRP pricing, Bidders may attach a listing of standard rates in lieu of providing a link and record the discount off those rates in the Catalog discount section.

**** Pricing and discounts reflected are a minimum discount, and additional discounts may be agreed upon by Bidder and District, depending on brands/manufacturers offered, volume purchases, and other promotions.***

Company Name: *CDW Government LLC*

Vendor Name: [redacted]

Vendor Signature: [redacted] ***Date:*** *6/12/2024*

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any Bidder to receive or examine any Bid documents, forms, instruments, addendums, specifications, or other documents, shall by no means relieve any Bidder from any obligation with respect to its Bid response or to the contract.

Irvine Unified School District

Category	Discount % from CDW•G Advertised*
Accessories (A)	6.75%
Power, Cooling & Racks (B)	3.25%
Desktop Computers (C)	2.00%
Data Storage/Drives (D)	5.25%
Enterprise Storage (E)	5.25%
Point of Sale/Data Capture (F)	4.00%
Servers & Server Management (H)	4.00%
Services (CDW Delivered) (J)	0.00%
Notebook/Mobile Devices (L)	3.25%
Chromebooks (CBK)	0.75%
NetComm Products (N)	7.25%
Carts and Furniture (O)	5.25%
Printing & Document Scanning (P)	1.50%
Services (Partner Delivered) (Q)	3.25%
Software (S)	4.25%
Collaboration Hardware (T)	5.00%
Video & Audio (V)	3.50%
Cables (W)	13.25%
All Other Categories	0.00%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Irvine to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Irvine rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Irvine shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Irvine, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

CDW•G Professional Services Rate Card 2024

Business Area	Role	Rate
Security		
Cloud	Consultant	$250
	Manager	$275
	Sr. Consultant	$300
	Sr. Manager	$300
	Director	$375
CyberDefense, Data Privacy, Threat Intelligence Operations	Associate Consultant	$180
	Consultant	$230
	Sr. Consultant	$250
	Manager	$260
	Sr. Manager	$275
	Principal Consultant	$280
	Technical Lead	$280
	Director	$325
	Managing Director	$400
Incident Response	Incident Response Engineer	$425
Infrastructure, Physical	Associate Consultant	$180
	Consultant	$230
	Sr. Consultant	$255
	Enterprise Architect	$280
	Principal Consultant	$280
	Technical Lead	$280
Security Operations, Advisory & Programs, Identity Access Management	Associate Consultant	$165
	Sr. Associate Consultant	$185
	Consultant	$230
	Sr. Consultant	$250
	Managing Consultant	$260
	Manager	$260
	Architect	$270
	Sr. Manager	$275
	Principal Consultant	$280
	Director	$325
	Managing Director	$400
Risk Consulting	Associate Consultant	$120
	Sr. Associate Consultant	$135
	Consultant - Finance	$145
	Sr. Consultant - Finance	$150
	Consultant - IT	$155
	Sr. Consultant - IT	$160
	Manager	$170
	Sr. Manager	$180
	Director	$185
	Managing Director	$200

Business Area	Role	Rate
Project Management	Associate Project Manager	$165
	Project Manager	$215
	Sr. Project Manager	$230
	Program Manager	$245
Services Engagement	Associate Services Principal	$260
	Services Principal	$280
Digital Infrastructure		
Workspace, Collaboration & Contact Services	Associate Consulting Engineer	$140
	Sr. Associate Consulting Engineer	$165
	Consulting Engineer	$215
	Workspace Architect	$245
	Sr. Consulting Engineer	$255
	Principal Consultant	$275
	Enterprise Architect	$295
Hybrid Infrastructure	Associate Consulting Engineer	$140
	Sr. Associate Consulting Engineer	$165
	Consulting Engineer	$215
	System Z Engineer	$220
	Sr. Consulting Engineer	$255
	Principal Consultant	$275
	Enterprise Architect	$295
Digital Velocity		
Cloud & Cloud Native, Intelligent Platforms, Data, Software Engineering	QA Level 1	$120
	QA Level 2	$155
	QA Level 3	$180
	Associate Engineer	$200
	QA Level 4	$205
	Engineer	$225
	Sr. Engineer	$250
	Consultant 1	$270
	Architect	$300
	Consultant 2	$305
	F-CTO / Principal	$350
ServiceNow	Associate Project Manager	$165
	Business Analyst	$200
	Developer	$220
	Quality Assurance Expert	$225
	Trainer	$265
	Integration Expert	$290
	Solution Architect	$290
	Program Manager	$300
	Business Process Consultant	$310
	Principal Consultant	$310
	Org. Change Management Consultant	$350
	Technical Architect	$350

CDW•G's hourly rates for roles listed in the table above are for reference purposes only. Irvine's services engagement rates will be based on Irvine's engagement scope and outlined in a signed Statement of Work. The parties acknowledge that the above reference rates are subject to change based on market conditions and further scoping of Irvine's services engagements. CDW•G reserves the right to propose changes to the above rates and will present them to Irvine for review and approval through a mutually agreed-upon amendment.

The above rates are for domestic projects and do not reflect or contemplate services provided by a third party, specialty roles, or rates for hours worked outside of standard business hours, which may be subject to a premium. In addition, the above rates do not include project-related travel and expense costs.

Please note that this is not an exhaustive list of services provided by CDW•G. CDW•G offers various technical solutions, managed services, staff augmentations, and quotes on an as-needed basis and available upon request in cooperation with Irvine.

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: .

Signature: .

Print Name:

Date: .

Business Address:.

Telephone:

****

Partnership Name: .

Signature: .

Print Name:

Date: .

Business Address:.

Telephone:

Other Partner(s): .

****

Corporation Name: .CDW Government LLC
(a Limited Liability Corporation)

Business Address:. 230 N. Milwaukee Ave, Vernon Hills, IL 60061

CDW GOVERNMENT LLC LIMITED LIABILITY SEAL ILLINOIS 2009 COMPANY

Telephone. [redacted]

Signature: [redacted] President Date:.

Print Name: [redacted] , President Date:. 5/21/24

Signature: , Secretary Date:.

Print Name: [redacted] , Secretary Date:. 5/21/24

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

****

Joint Venture Name: . Not Applicable

Signature:.

Print Name:

Date: .

Business Address:.

Telephone:

****

Other Parties to Joint Venture Not Applicable

If an individual Name: .

Signature:.

Print Name:

Date: .

Doing Business as: .

Business Address:.

Telephone:

If a Partnership Name: .

Signature:.

Print Name:

Date: .

Business Address:.

Telephone:

If a Corporation Name: .

(a _____ Corporation)

Signature:.

Print Name:.

Title: .

Date: .

Business Address:.

Telephone:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

The undersigned declares:

I am the [redacted] [Title] of CDW Government LLC [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/21/24 [Date], at Vernon Hills [City], IL [State].

[redacted]

Signature

[redacted]

Print Name

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The CDW Government LLC
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;

2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT CDW Government LLC
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

[redacted]
Signature and Title of Authorized Official

CERTIFICATE OF RESTRICTIONS ON LOBBYING

I, [redacted], hereby certify on behalf (name of offeror) of CDW Government LLC that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 21st day of May, 2024

By: [redacted]
(Signature of authorized official)

[redacted]
(Title of authorized official)

PIGGYBACK CLAUSE

1. **Public Contract Code 20118.** Pursuant to Public Contract Code sections 20118 and 20652 (Community Colleges) Irvine Unified School District authorizes all other eligible public entities to piggyback on this bid, except for services. The responding Bidder authorizes this piggyback by signing below. Instead of listing all agencies and districts individually the Irvine Unified School District intentionally names all eligible public entities in total. The District further waives its right to have warrants issued in its favor.

2. **Participation.** Bidder agrees to extend the terms of the resulting contract to other public entities. Such participating government bodies shall make purchases in their own name, make payment directly to the Bidder, and be liable directly to the Bidder, holding Irvine Unified School District harmless.

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

☒ Yes, Piggyback Option Granted

☐ No, Piggyback Option Not Granted

Signature: [redacted] Date: 5/21/24

Print Name: [redacted]

Title: [redacted]

Company Name: CDW Government LLC

Address: 230 N. Milwaukee Ave

Vernon Hills, IL 60061

Email Address: [redacted]

Telephone Number: [redacted]

Manufacturer Letters Authorizing Bidder to Sell

© CDW Government LLC 2024 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal("RFP") furnished by Irvine Unified School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Acer America

April 9, 2024

To Whom It May Concern,

This letter is to certify that CDW Government LLC (CDWG) is an Acer authorized reseller. As a result, CDWG is authorized to resell Acer products and services to education, healthcare, state/local, and federal customers throughout the United States.

Please contact me directly if there is any additional information required to support CDWG's response to your RFP.

Sincerely,

[redacted]

Life Is On APC by Schneider Electric

May 17, 2024
Re: CDW Authorization
To whom it may concern,

This letter is to validate CDW Government LLC as an Elite partner of our products and services. In addition, CDW is authorized to sell APC. The Elite level is the highest level of commitment between APC and our partners. We look forward to supporting CDWG in providing our products.

CDW is an "APC Data Center Elite" partner which is the highest partner status obtainable with APC.

- APC Authorized Partner since 2006 (CDW has been selling APC solutions for >15 years)
- APC Data Center Elite partner since 2009
- CDW as APC's DCIM partner of the year award for 2012
- Authorized APC Solution provider for:
  - All single and three phase UPS products
  - Power Distribution & Surge Solutions
  - APC Cooling Solutions
  - Infrastruxure Data Center Configurations

CDW Gets APC Power & Cooling.

- Over 50,000 APC Power Solutions configured
- CDW has 11 badged Power Consultants with a combined 100 plus years experience
- CDW has >250 power accredited AMs

Sincerely,

[redacted]

Internal

Hewlett Packard
Enterprise

Hewlett Packard Enterprise Company
1701 E Mossy Oaks Road
Spring, Texas, 77389
U.S.A.

aruba
a Hewlett Packard
Enterprise company

December 18, 2023

CDW LOGISTICS INC.
200 N Milwaukee Ave
Vernon Hills, IL, 60061-1577
U.S.A.
HPE Partner Agreement #: **58AXR**

To whom it may concern:

CDW LOGISTICS INC. is an HP Enterprise / Aruba Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

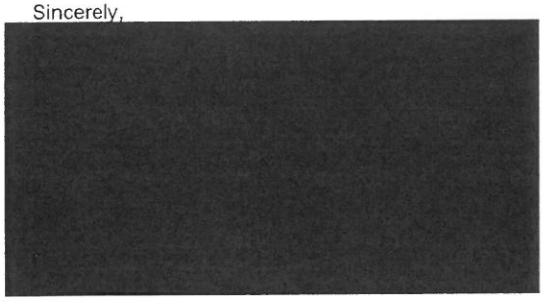
CDW LOGISTICS INC. has been an HPE Enterprise Group (EG) Service Delivery Partner since **11/1/2013**.

HPE EG Service Delivery Partners are authorized to deliver warranty and HPE Care Pack Services on Industry Standard Servers, HPE Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HPE Point of Contacts for Partner Authorization verification are listed below:
Support Team: AMSpartnersupport@hpe.com

Customers can also locate or confirm partners through the HPE Partner Locator at http://findapartner.hpe.com/

Sincerely,



ASUS COMPUTER INTERNATIONAL

48720 Kato Road Fremont, CA. 94538 • Tel: 510-739-3777 • Fax: 510-608-4555 • http://www.asus.com

May 17th, 2024

[redacted]
CDW
Sales Director
75 Tri State International
Lincolnshire, IL 60069

RE: Irvine RFP Pricing and Authorized Reseller Documentation

To [redacted]:

ASUS Computer International ("ACI") acknowledges that CDW, doing business 75 Tri State International, Lincolnshire, Illinois – 60069, is an authorized Reseller of ASUS Products. Accordingly, CDW is authorized to submit offers on ASUS System Business Group ("SBG") products for opportunities.

For the purpose of this authorization, approved ASUS Products for resale are limited to ASUS Notebooks, Chromebooks, Tablets, Desktop Computers, Warranties, and associated Accessories.

For any question relating to this letter, please contact me directly at [redacted].

Sincerely,

[redacted]

May 20, 2024

To Whom It May Concern:

This letter is to confirm that CDW with offices nationwide is an authorized reseller/dealer of AtlasIED/Atlas Sound product(s).

As an authorized dealer, CDW may provide specify, supply and/or install equipment and parts of AtlasIED/Atlas Sound manufacture.

All AtlasIED/Atlas Sound equipment has full warranty, provides support and assistance which is provided to all AtlasIED Authorized resellers/dealers.

Sincerely,

[redacted]

AtlasIED

4545 East Baseline Drive Phoenix, AZ 85042
602.438.4545

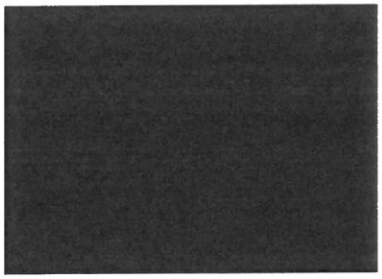
DocuSign Envelope ID: F9217311-108A-4164-8AAA-BCCFA13E520E

Date: 5/17/2024

Subject: Letter of Authorization

To whom it may concern:

This letter confirms that CDW is currently an authorized reseller in good standing with AVer Information, Inc. As an authorized reseller, CDW is entitled to supply, install, and service all AVer brand products and has full warranty privileges. Questions concerning this letter may be addressed to the undersigned.



AVer Information Inc. Americas | 668 Mission Court, Fremont, California 94539 | Phone: (408) 263.3828 | Fax: (408) 263.8132

EPSON

Epson America, Inc.
MANUFACTURER'S CERTIFICATION

Irvine Unified School District
IT Technology Equipment and Peripherals
Bid No. 23/24-01

Epson America, Inc. ("Epson") hereby certifies that the named reseller below ("Reseller") is authorized to sell the Epson products set forth in Exhibit A, attached hereto ("Products"). The Products must be purchased from an Epson Authorized Distribution Partner

Epson provides this certification knowing and intending that Irvine Unified School District will rely upon it when deciding whether to purchase the Products from the Reseller. The individual signing this certification represents and warrants that he/she is duly authorized to sign this certification on behalf of Epson.

Name of Manufacturer:

Epson America, Inc.
3131 Katella Avenue
Los Alamitos, CA 90720

Name of Reseller:

CDW Government LLC
230 N Milwaukee Ave
Vernon Hills, IL 60061

Authorized Signature:

[redacted]

Printed Name: [redacted]
Title:

DATE SIGNED: May 20, 2024

EPSON AMERICA,INC.
3131 Katella Ave
Los Alamitos, CA 90720
TEL 562.981 .3840
P.O. Box 93012
Long Beach, CA 90809-9941
www.epson.com

EPSON

EXHIBIT A TO EPSON AMERICA, INC. MANUFACTURER'S CERTIFICATION

PRODUCTS

Eligible Products as offered by Epson's Authorized programs

Extreme networks

6480 Via Del Oro / San Jose, CA 95119 / +1-408-579-2800 / ExtremeNetworks.com

LETTER OF AUTHORIZATION

May 17, 2024

Reseller: CDW

Authorized Territory: United States

Partner Level: Diamond

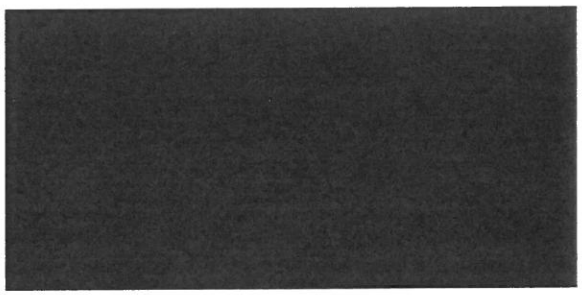
To Whom It May Concern,

This letter confirms that as of the date stated above, the above-identified Reseller is enrolled in Extreme's Partner Program and is authorized to resell Extreme-branded products and services to end-user customers in the above-identified Authorized Territory.

Extreme extends its full, applicable Extreme Networks Products Warranty, found at https://www.extremenetworks.com/support/policies/, for any Extreme-branded Products purchased by you through the Reseller. In addition, Extreme maintenance support offerings are available for purchase for any Extreme-branded Products purchased by you through the Reseller.

If you require additional information, please contact your Extreme channel representative.

Best regards,



Google Cloud

Partner Certificate

Date of Issuance: 05/17/2024

[redacted]

CDW Logistics LLC (Cdw Corporation)

200 N MILWAUKEE AVE,
VERNON HILLS,
IL,
60061-1577,
United States

This is to certify that CDW Logistics LLC (Cdw Corporation) (and its affiliates, if any) is a Google Cloud Partner with the current status as described below and in the Partner Directory for Google Cloud Partner Advantage:

Partner Level: Premier Level		
Product	**Engagement Model**	**Partner Advantage Region**
Google Cloud Platform	Build	• Global
Google Workspace	Build	• Global
	Sell	• North America
Chrome	Sell	• Global, • North America, • UK&I - UK & Ireland
Google Cloud Platform	Sell	• Global, • North America
Google Workspace for Education	Sell	• North America
Google Workspace	Sell	• CEE - Central and Eastern Europe, • DACH - Germany, Austria, & Switzerland, • Global, • LATAM - Brazil, • LATAM - Spanish Speaking,

		• NE - Northern Europe, • North America, • Other Asia Pacific, • SEEMEA (Southern Europe and Emerging Markets), • UK&I - UK & Ireland
Chrome	Service	• Global, • North America
Google Cloud Platform	Service	• Global, • North America
Google Workspace for Education	Service	• North America
Google Workspace	Service	• Global, • North America

Specialization/ Expertise/ Initiative	Specialization/ Expertise/ Initiatives Name
Specialization	• Application Development - Services, • Cloud Migration - Services, • Data Analytics - Services, • Infrastructure - Services
Initiative	• Actifio Initiative, • Google for Education Integrated Solutions, • Lead Management, • Managed Services Provider, • Marketing Co-op Funds, • Rapid Migration Program (RaMP) Initiative, • SecOps Reseller Initiative
Expertise	• Application Modernization - Anthos: Hybrid/Multi-cloud App platform, • Application Modernization - Cloud Native Application Development, • Application Modernization - Modernize Legacy Applications, • Application Modernization - New Business Channels using APIs, • Artificial Intelligence - CCAI Integration, • Artificial Intelligence - Contact Center Intelligence, • Artificial Intelligence - Conversational Design, • Data Management - Database Modernization, • Gaming, • Google Cloud Analytics, • Google Cloud App Dev & Monitoring, • Google Cloud Compute,

	• Google Cloud Networking, • Healthcare & Life Sciences, • Infrastructure Modernization - VM Migration, • Partner Technology - HashiCorp, • Security - Compliance Modernization, • Security - Data Protection & Privacy, • Smart Analytics - Data Warehouse Modernization, • Smart Analytics - Looker BI Modernization, • Smart Analytics - Streaming Data Analytics

This certificate is valid until[1] 12/31/2024 .

Very truly yours,

[redacted]

[1] Provided that partner is current with all the mandatory requirements of the program

HP Inc.
501 Page Mill Road
Palo Alto, CA 94304
USA

January 16, 2024

CDW Logistics Inc
Cdw Logistics, Inc.
200 N Milwaukee Ave
Vernon Hills, Illinois, 60061

To whom it may concern:

CDW Logistics Inc is an HP Authorized Partner in the US to resale to end user customers in the US. Print and supplies, BPS and CPS product lines are closed and managed by the HP US Qualified Distribution Network. Being an authorized partner does not mean you have automatic qualification to buy and sell print and supplies, and the services associated with them.

CDW Logistics Inc holds the following additional authorizations:

- HP US Agent Addendum since 31-Oct-2011
- HP Source Volume Purchase Addendum (VPA Program) since 31-Oct-2011
- US PS Fulfillment Entity Addendum since 21-Sep-2012
- US Qualified Supplies Partner Program since 01-Nov-2014
- US Qualified Print Partner Program since 01-Nov-2015
- US QDN Business Personal Systems since 09-May-2022
- US QDN Consumer Personal Systems since 09-May-2022

CDW Logistics Inc has been an HP ServiceOne Printing & Personal Systems (PPS) Delivery Partner since 05-Aug-2021

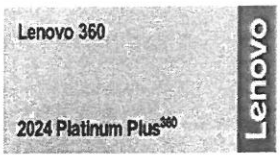
HP ServiceOne Printing & Personal Systems (PPS) Delivery Partners are authorized to deliver warranty and HP Care Pack Services on HP Personal Systems (such as HP Business PCs or HP Commercial Notebooks) and HP Imaging & Printing products (such as HP LaserJet shared printers or HP DesignJet large format printing) provided that the technicians performing the Services hold the appropriate service qualification.

HP Point of Contact for Partner Authorization verification is listed below:
hp.amspartnersupport@hp.com / 1-844-305-6881 Opt. 2, 3 or 4

Customers can also locate or confirm partners through the HP Partner Locator at http://www8.hp.com/us/en/store-finder/index.do

Sincerely,

HP Inc.
501 Page Mill Road
Palo Alto, CA 94304
USA



20 May 2024

[redacted]
CDW LOGISTICS INC
200 N Milwaukee Ave
60061-1597
United States

1213385686/08216053

Welcome to Lenovo 360 Engage. This letter is to confirm CDW LOGISTICS INC is an authorized Lenovo Reseller located in United States. This authorization is valid until 30 June 2024. As a member of Lenovo 360 Engage CDW LOGISTICS INC has earned:

Platinum Plus^{360} Tier status and is authorized to resell all commercial Intelligent Devices and Infrastructure Solutions products, including associated services. The Intelligent Devices category is including but not limited to ThinkPad and ThinkBook notebooks, ThinkCentre desktops, ThinkStation workstations, ThinkVision monitors, associated accessories, peripherals, and services.

The Infrastructure Solutions products are including but not limited to ThinkSystem and ThinkAgile server and storage, associated options, software, and services.

Additionally, you have achieved the following Accreditations:

- Storage Elite
- Advanced Data Center Elite
- Workstation Elite
- Smart Collaboration Elite

Please note that your status will be reviewed regularly, and any changes will be communicated with you by your local Channel Account Manager. If you have any questions, please feel free to contact us.

Yours sincerely

[redacted]

Lightspeed.

CDW-G
200 N Milwaukee Ave
Vernon Hills, IL 60061-1577

May 20, 2024

RE: AUTHORIZED RESELLER OF LIGHTSPEED INSTRUCTIONAL AUDIO SOLUTIONS

To Whom It May Concern,

This letter confirms that CDW GOVERNMENT LLC (CDW-G) with its main location in Vernon Hills, IL is a direct reseller authorized to purchase and resell Lightspeed Technologies, Inc. full product line throughout the United States.

They are in good standing with Lightspeed Technologies, Inc.

Any questions regarding this arrangement can be directed to myself or [redacted]

Sincerely,

[redacted]

Samsung Electronics America, Inc.
Business Division
85 Challenger Road
Ridgefield Park, NJ 07660
201-229-4000
samsung.com

SAMSUNG

May 20, 2024

Irvine Unified School District
Attn: Ms. Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604

RE: Bid No. 23/24-01 IT - Technology Equipment and Peripherals

Dear Ms. Bennett:

This letter serves as confirmation from the Samsung Business Division of Samsung Electronics America, Inc. ("Samsung") that CDW-G is an authorized reseller of the Samsung Information Technology products listed below to Irvine Unified School District.

Product Lines

Displays/LFD's Accessories Extended Warranties

This confirmation is provided in connection with Bid No. 23/24-01 IT - Technology Equipment and Peripherals.

Please note that Samsung shall supply CDW-G with these products in support of the referenced Bid opportunity. CDW-G purchases Samsung IT products through our authorized distribution network and, if awarded an Irvine Unified School District contract, shall be responsible for satisfying all applicable requirements under the contract.

If you have any questions about this letter of authorization, please feel free to contact [redacted].

Sincerely,

[redacted]

© 2022 Samsung Electronics America, Inc.

© CDW Government LLC 2024 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal("RFP") furnished by Irvine Unified School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true, and correct copy of agenda item XXXX. *(Approval for Etiwanda School District to Piggyback on Irvine Unified School District Bid No. 23/24-01, IT, Technology Equipment and Peripherals award to CDW Government LLC.(effective January 1-1-2025 thru 12-31-2029 NR100324A-01)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024 of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true, and correct copy of the original agenda item adopted at said board meeting and entered in said minutes and that said agenda item has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees of the
Etiwanda School District

NR100324A-02

August 30, 2024

Etiwand School District
Extended Day Program Coordinator
Michele Jacks
6061 East Ave.
Etiwanda, CA 91739

Re: Piggyback offer for 24/25 School Year

Dear Michele,

It was an honor speaking with you today and wish to thank you for the opportunity. As I mentioned in our discussion, United Fresh has provided the Etiwanda School Districts fresh produce needs for many years and appreciate the option to be a part of the extended day program. Therefore, I am pleased to present this formal offer from United Fresh Produce to the Etiwanda School District Extended Day Program to piggyback on the Val Verde Unified School District RFP #2022/2023-03 for the 24/25 school year.

Attached are the following for reference:

- Val Verde USD bid, offer and acceptance to roll with UFP for the 24/25 school year.
- Val Verde US Board Approval.

The Val Verde USD Bid is a well-written and competitive bid and a strategic opportunity for savings of time and costs associated with bidding. Equally, this will ensure a smooth seamless transition for the program.

If you need any other information, do let me know. Again, thank you for this opportunity.

Sincerely,

Barbara J Jamili

Barbara J Jamili
CEO/President

1-800-FRUIT-411 Toll Free * 909-333-7423 Local * 909-235-4605 Fax * UnitedFresh@aol.com
9155 Archibald Ave, Ste 501, Rancho Cucamonga, CA 91730

Val Verde Unified School District

975 W Morgan Street • Perris, CA 92571 • 951-940-6100

BOARD OF EDUCATION:
Matthew Serafin
Marla Kirkland
Erika Zamora
Daniel Aquino
Melinda Young

FOOD SERVICES DEPT.
Phone: 951-940-6109
Fax: 951-940-6122

Chris Hutchinson
Director

Jennifer Mattocks
Manager

Jill Murr
Field Supervisor
Secondary

Lizett Quintero
Field Supervisor
Elementary

Monday, December 18, 2023

Barbara Jamili, President & CEO
United Fresh Produce
9155 Archibald Avenue, Suite# 501
Rancho Cucamonga, California 91730

Dear Ms. Jamili:

Val Verde Unified School District Food Services would like to extend the Fresh Produce Products Proposal, RFP# 2022-2023-03, for the 2024-2025 school year.

Pursuant to RFP# 2022-2023-03, Instructions and Information for Proposers #28, we would like to offer United Fresh Produce our second and final extension for RFP# 2022-2023-03, and extend service for the 2024-2025 school year, with all terms and conditions to remain the same. Per Instructions and Information for Proposers #28 sections B and C, price increases must be submitted by Tuesday, April 30, 2024.

As required in General Conditions #9, the Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Failure to acquire or maintain the required insurance, and furnish acceptable evidence thereof, may result in termination of this contract.

Additionally, as required in General Conditions #12, Vendor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have any contact with the District's pupils.

Val Verde Unified School District is expecting the completion of a Central Kitchen during the 2024-2025 school year. Upon moving Food Service operations to the new Central Kitchen, the District may need to revise delivery locations, quantities, and frequencies. Information regarding this change-over will be communicated to all affected vendors once available.

If you agree to the extension, please sign this acknowledgement letter and return to: Kayla Cain, Food Services Procurement Coordinator by Friday, February 16, 2024.

Sincerely,

Christopher Hutchinson
Director, Food Services

Agreed and Acknowledged by:

Barbara J Jamili — 12-18-23

Signature — Date

Barbara J Jamili - CEO

Print Name and Title

Tuesday, July 19, 2022
Regular Meeting of the Board of Education

Val Verde High School
972 W. Morgan St.
Perris, CA 92571
Gymnasium
4:30 p.m. Closed Session
6:00 p.m. Regular Meeting
Visitors wishing to address the Board during the Visitors Comments section may do so in person or by providing their statement via this link: https://forms.gle/GCU3QXVXvYHuWygE7
Statements submitted online will be read during the visitor comments portion of the meeting.
If you are an individual with a disability and need an accommodation, please contact Daniel Whitfield at (951) 940-6100, extension 10672 or at awhitfield@valverde.edu at least 48 hours in advance.
Please click on the video icon to view the live streaming of the meeting. You can also view the meeting by going to our Board of Education Webpage at www.valverde.edu/

A. General Functions

Subject **1. Call to Order: Time_____**

Meeting Jul 19, 2022 - Regular Meeting of the Board of Education

Category A. General Functions

Type Procedural

Subject **2. Roll Call**

Meeting Jul 19, 2022 - Regular Meeting of the Board of Education

Category A. General Functions

Type Procedural

Member Gonzalez:
Member Kirkland:
Member Liddell:
Member Roque:
Member Serafin:

Subject **3. Public Comments on Closed Session Items**

Meeting Jul 19, 2022 - Regular Meeting of the Board of Education

Category A. General Functions

Type Procedural

Subject **4. Deconvene into Closed Session (4:30 p.m.)**

F. Approval of Consent Calendars

Subject	**1. Consent Calendars -All matters in this category are considered to be routine by the Board of Education and may be enacted in one motion. There will be no separate discussion of these items unless discussion is requested. Items may be removed from the Consent Calendar and can be considered separately. It is recommended that the Board approve the Consent Calendars as presented.**
Meeting	Jul 19, 2022 - Regular Meeting of the Board of Education
Category	F. Approval of Consent Calendars
Type	Action, Procedural
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve the Consent Calendars as presented.

Moved by:_____ Seconded by:_____

Motion & Voting

It is recommended that the Board approve the Consent Calendars as presented.

Motion by Marisol Roque, second by Ty Liddell.
Final Resolution: Motion Carries
Aye: Marla Kirkland, Julio Gonzalez, Matthew Serafin, Ty Liddell, Marisol Roque

G. Business Services Consent Calendar

Subject	**1. Approval to Ratify Purchase Order Lists for the Period May 16- June 15, 2022**
Meeting	Jul 19, 2022 - Regular Meeting of the Board of Education
Category	G. Business Services Consent Calendar
Type	Action (Consent)
Preferred Date	Jul 19, 2022
Absolute Date	Jul 19, 2022
Fiscal Impact	No

Background:
Staff is requesting the Board of Education to ratify the Purchase Order/Direct Payments/Contracts list for May 16, 2022 – June 15, 2022

The Contract total amounts include encumbrance on contracts, and utilities for the fiscal year.
District-wide: $5,733,633.76

The Direct Payment total amounts include payments for retiree health and welfare benefits, revolving cash reimbursements, conferences and other supplies/services.
District-wide: $196,075.94
Food Services: $137.47

The Purchase Order (P.O.) total amounts include all Purchase Orders issued during that period.
District-wide: $4,274,254.35
Food Services $15,438.73

Resource Person:
Kristin Merritt
Director, Fiscal Services

Subject	**3. Award Contract to the Lowest Responsible Bidder for Fresh Produce Products**
Meeting	Jul 19, 2022 - Regular Meeting of the Board of Education
Category	G. Business Services Consent Calendar
Type	Action (Consent)
Preferred Date	Aug 02, 2022
Absolute Date	Aug 02, 2022
Fiscal Impact	Yes
Dollar Amount	$800,000.00
Budgeted	Yes
Budget Source	Food Services' Department Budget

Background:
The Food Services Department is requesting authorization to award the contract for Fresh Produce Products for the 2022-2023 School Year to the lowest responsible bidder: United Fresh Produce of Rancho Cucamonga, California. The RFP was issued to obtain competitive pricing for the purchase of Fresh Produce Products for the Food Services Department.

Fiscal Implications:
The cost estimate for RFP# 2022-2023-03 Fresh Produce Products is $800,000 for the contracted period of August 1st, 2022, through June 30th, 2023. The contract is to be paid using the Food Services' Department budgeted funds.

Student Impact:
Vegetables and fruits when prepared with no or little added sugars, saturated fat, and sodium—are nutrient dense foods. Nutrient dense foods and beverages provide vitamins, minerals, and other health promoting components and have little added sugars, saturated fat, and sodium. This fresh produce contract will serve to give Val Verde students access to these nutrient dense fruits and vegetables.

Resource Person:
Christopher Hutchinson
Director, Food Services

Subject	**4. Approval of Out-of-State Travel for SELPA Mental Health Coordinator, Jeremy Stevens to Review Out-of-State Residential Facilities**
Meeting	Jul 19, 2022 - Regular Meeting of the Board of Education
Category	G. Business Services Consent Calendar
Type	Action (Consent)
Preferred Date	Jul 19, 2022
Absolute Date	Jul 19, 2022
Fiscal Impact	Yes
Dollar Amount	$1,200.00

Val Verde Unified School District
Food Services

Request for Proposal
RFP# 2022-2023-03

Fresh Produce Products

Completed Proposal is due at 11:00am on Thursday, July 7, 2022.

Val Verde Unified School District
Food Service Department
975 West Morgan Street
Perris, California 92571
(951) 940-6100
(951) 940-6122 Fax

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NOTICE CALLING FOR PROPOSALS
RFP# 2022-2023-03

NOTICE IS HEREBY GIVEN that the Val Verde Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 11:00 o'clock a.m. on Thursday, July 7, 2022, sealed RFPs for the award of a contract for **"Fresh Produce Products"**.

Each RFP shall be submitted on a form obtained at the Food Service Department of said District. RFPs may be mailed via USPS to: 975 W. Morgan St., Perris, CA 92571; or delivered via FedEx, UPS, GLS, or other courier service to 975 W. Morgan St., Perris, CA 92571. RFP's not received in the District by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that the completed RFP is received in proper time at the address noted herein. RFP's will be publicly opened at 11:00 o'clock a.m. on Thursday, July 7, 2022, at the Food Services Department Conference Room located at 975 W. Morgan St., Perris, CA 92571.

Each RFP must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained from the office of the Food Service Buyer at the above address, or on the Val Verde Unified School District's website.

The contract will be awarded to the lowest responsive, responsible Proposer based on the criteria noted in the RFP. The Val Verde Unified School District reserves the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFPs or in the bidding.

No Proposer may withdraw his RFP for a period of sixty (60) days after the date set for the opening of RFP's.

In the event of identical RFPs, the Governing Board may determine by lot which RFP shall be accepted per Public Contract Code 20117.

Marla Kirkland
Clerk of the Governing Board
Val Verde Unified School District

Publication: Riverside Press Enterprise
Advertising Dates:
June 16, 2022
June 23, 2022

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NOTICE OF INTENT

It is the intent of the Val Verde Unified School District to award one or more contract(s) as a result of this Request for Proposal (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

A. **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor's product(s) and/or services, and price.

B. **"Contract"** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.

C. **"VVUSD, Val Verde, Val Verde USD, and/or the District, and/or government entity"** refers to Val Verde Unified School District

D. **"Proposer"** refers to the person/firm that submits the proposal to this RFP. Terms "Bidder", "Distributor", "Contractor", or "Vendor" may also be used.

E. **"Project"** means the Scope of Work for furnishing goods and services as outlined in this RFP.

F. **"Proposal"** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.

G. **"RFP"** refers to this Request for Proposals.

H. **"RFQ"** refers to Requests for Quotes outside of this Request for Proposal.

I. **"FTS"** refers to the Farm to School Initiative.

J. **"Responsible Vendor"** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.

K. **"Responsive Proposal"** refers only to those proposals that comply with all material and administrative aspects of this RFP.

L. **"Vendor"** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

M. **"Local Sourced Products"** is defined as products that are grown withing the State of California, and within 100 (one hundred) miles of the District office address; 975 W. Morgan St., Perris, CA 92571. May also be referred as "Locally Sourced Products".

N. Singular terms shall include the plural and vice versa. A gender reference includes all genders.

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Dear Vendor,

The Val Verde Unified School District is pleased to provide you with document forms enabling you to respond to this year's **"Fresh Produce Products"** RFP packet.

The District has twenty-two (22) delivery locations with twice weekly deliveries on Tuesdays and Fridays, or approximately forty-four (44) delivery drops per week. **The yearly contract value is approximately $800,000 dollars per year**, and the pass-through value of the USDA DOD commodity produce is approximately $360,000 dollars per year.

Please note: *Estimated usage is from the 2021/2022 school year. Service and usages were impacted by the COVID-19 Pandemic and supply chain issues. In addition, this bid is for normal daytime delivery times. (6:30 am to 2:30 pm).* The District does not accept night drops.

The bidding documents in this packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposal Worksheet
- Non-Collusion Declaration – Notarization not required
- Certificate and Disclosure Statements (2)
    - Certificate Regarding Lobbying
    - Suspension and Debarment Certification
- Iran Contracting Act
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Regarding Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Regarding Worker Compensation
- Contractor's Certification – Regarding Fingerprint Compliance
- Clean Air and Water Certification
- Certification for Buy American Provision
- Attachment A – Electronic Media/USB Flash Drive
- Attachment B – Item Price Worksheet

Please take special notice of all the terms and conditions in the proposal document in order to be a successful Proposer. A document check off sheet has been included to assist you.

Thank you for taking the time to submit your proposal for our business. We hope many of you are successful Proposers and that we will all enjoy a mutually profitable relationship with your company.

Sincerely,

Christopher Hutchinson

Christopher Hutchinson
Director of Food Services
Val Verde Unified School District

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DOCUMENT CHECK OFF SHEET

- ☑ Proposer Criteria Form (Provides minimum requirements of proposers and references) – Pg. 24
- ☑ Vendor Questionnaire – Pg. 25 & 26
- ☑ Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded) – Pg. 28
- ☑ Non-Collusion Declaration with Signature – Pg. 29
- ☑ Equal Opportunity Employment – Pg. 30
- ☑ Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 31-34
- ☑ Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed $100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 35
- ☑ Iran Contracting Act Certification – Pg. 37
- ☑ Contractor's Certification – Regarding Drug Free Workplace – Pg. 38
- ☑ Contractor's Certification – Regarding Alcoholic Beverages and Tobacco Free Workplace – Pg. 39
- ☑ Contractor's Certification – Regarding Worker Compensation – Pg. 40
- ☑ Contractor's Certification – Regarding Fingerprint Compliance – Pg. 41
- ☑ Clean Air and Water Certification – Pg. 42
- ☑ Certification for "Buy American" provision (to be completed for all line items that apply) – Pg. 43
- ☑ Buy American Waiver Exception List (to be completed for all line items that apply) – Pg. 44
- ☑ Attachment A – Electronic Media/USB Flash Drive – Pg. 45
- ☑ Attachment B – Item Price Worksheet with Signature
- ☑ Current Copy of Health Department Inspection Report
- ☑ IRS Form W-9
- ☑ Locally Sourced Product List (Farm to School)
- ☑ Documentation showing approval as a DOD Distributor

Please COMPLETE, SIGN & RETURN the above items with your sealed proposal. Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive.

Barbara J Jamili - CEO
Signature

07/05/2022
Date

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INSTRUCTIONS & INFORMATION FOR PROPOSERS

1. **PREPARATION AND SUBMISSION OF PROPOSAL FORM:** VAL VERDE UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than, **11:00 a.m. on Thursday, July 7, 2022.** All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **RFP# 2022-2023-03 Fresh Produce Products.** It is the sole responsibility of the Proposer to ensure that the proposal is received by **11:00 a.m. on Thursday, July 7, 2022.** Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

2. **PROPOSAL OPENING:** All proposals shall be publicly opened at **11:00 a.m. on Thursday, July 7, 2022** at:

   Val Verde Unified School District
   Food Service Department, Conference Room
   975 West Morgan Street
   Perris, California 92571

3. **SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent, or employee. Obligations assumed by such signature must be fulfilled.

   Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

   1. Chairperson
   2. President or CEO
   3. Vice-President
   4. Assistant Vice-President
   5. Corporate Secretary
   6. Assistant Corporate Secretary
   7. Treasurer or CFO
   8. Assistant Treasurer
   9. General Counsel
   10. Assistant General Counsel

   VVUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.

4. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Item Price Worksheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. Oral or telephone proposals or modifications will not be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.

5. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.

6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Food Services Director of the VAL VERDE UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.

7. **LOCALLY SOURCED PRODUCTS (FARM TO SCHOOL INITIATIVE):** The Val Verde Unified School District is committed to local markets and family friendly farmers in Southern California. Our objective is to support the local agricultural economy and reduce the environmental impact of long-distance

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shipping. In order to encourage the Bidder to purchase locally sourced produce, the District has assigned additional point values in the *Award of Contract* section. For Proposers that can demonstrate they are purchasing produce locally, the Proposer can submit a list of local farmers, their addresses, the anticipated produce to be purchased from each farm location, and the anticipated harvest dates of the produce. This list must be submitted with the completed bid packet in order to receive the additional point values.
During the term of the contract, the Proposer must be able to produce documentation demonstrating purchases from local farms. The Proposer must inform the District when the District is receiving Locally Sourced Products, including the farm location from which the products are being purchased.

8. **PURCHASES OFF BID: LOCAL SOURCED PRODUCTS (FARM TO SCHOOL INITIATIVE):** The District reserves the right to purchase produce "Off Bid" directly from local farmers. It is the intent of the District to purchase produce through the winning bidder, but if an agreement cannot be reached between the Proposer and the District on purchases of Locally Sourced Products, the District reserves the rights to purchase products directly from the local farmers.

9. **DEPARTMENT OF DEFENSE (DOD) FRESH PRODUCE:** The Val Verde Unified School District utilizes a significant portion of assigned commodity allocation from the USDA to purchase DOD products. For the 2022-2023 school year, the Food Service Department anticipates spending approximately $360,000 (three hundred sixty thousand dollars) of commodity allocations for DOD Fresh Produce. The Bidder must submit documentation showing the approval to distribute DOD fresh produce. The Bidder must be able to deliver DOD products directly to each school site listed in this Request for Proposal. A per case delivery fee will be listed on the Item Price Worksheet; if left blank, it will be assumed there is no fee assessed for DOD case delivery.
The District has assigned additional point values in the *Instructions & Information for Proposers, Section 10 – Determination and Award of Contract* section for DOD case delivery pricing.

10. **DETERMINATION AND AWARD OF CONTRACT:** The District reserves the right to accept or reject any or all proposals as submitted. All submitted proposals will be scored by the following criteria. The Proposer with the highest overall points will be awarded the contract.

Aggregate Product Price: The lowest price receives seventy-five (75) points. The next lowest price receives ten (10) less points than the lowest price. The third lowest price receives ten (10) less points than the second lowest price. This trend continues for all submitted proposals.
DOD Case Delivery Price: The lowest price receives twenty-five (25) points. The next lowest price receives five (5) less points than the lowest price. The third lowest price receives five (5) less points than the second lowest price. This trend continues for all submitted proposals.
Local Sourced Products: Vendors that submit the documentation outlined in *Instructions & Information for Proposers, Section 7 – Locally Sourced Products (Farm to School Initiative)* of this Request for Proposal, shall receive an additional twenty (20) points.
Procedure for a Tie in Point Scoring: In case of a tie in Aggregate Product Pricing, each Bidder will be awarded the maximum point value for their placement. As an example, a tie for second place between two vendors would result in each vendor receiving sixty-five (65) points; ten (10) points less than the vendor with the lowest Aggregate Product Price.
In case of a tie in DOD Case Delivery Pricing, each Bidder will be awarded the maximum point value for their placement. As an example, a tie for second place between two vendors would result in each vendor receiving twenty (20) points; five (5) points less than the vendor with the lowest DOD Case Delivery Price.
In case of a tie in the overall point scoring, the Proposer with the lowest Aggregate Product Price, among the tied bidders, will be awarded the contract. If there are equal Aggregate Product Price

Proposals among the tied bidders, the District will randomly select a Proposer to award the contract to, via a blind drawing.

Example of Award Criteria Matrix:

	Proposer A	Proposer B	Proposer C
Aggregate Product Price	75	65	55
DOD Case Delivery Price	25	20	15
Local Sourced Products		20	20
Total	100	105	90

- Proposer A had the lowest Aggregate Product Price and lowest DOD Case Delivery Price, but they did not submit documentation for Locally Sourced Products
- Proposer B had the second lowest Aggregate Product Price and second lowest DOD Case Delivery Price. They also submitted documentation for Locally Sourced Products.
- Proposer C had the third lowest Aggregate Product Price and the third lowest DOD Case Delivery Price. They also submitted documentation for Locally Sourced Products.

11. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective **August 1, 2022**, through **June 30, 2023**. Prices must remain firm until **June 30, 2023**.

12. **PRICES:** The USDA regulations for school food service do not allow for percentage-based mark-ups of products, also known as Cost Plus Mark-ups. The pricing structure listed below is intended to comply with regulations by listing fixed pricing for purchased processed produce, DOD Case Delivery costs, and a fixed fee pricing for bulk items that may experience pricing changes based on USDA Local Marketing Reports.

Processed Produce Products: This is for items such as bagged baby carrots, bagged lettuce, sliced cucumbers, etc. Pricing is to remain firm for the Agreement Period.
DOD Case Delivery: Pricing is to remain firm for the Agreement Period.
Bulk Items: Pricing is to be a fixed fee, on top of the listed price from USDA's Agricultural Marketing Service Terminal Market Report for Los Angeles. Vendor must bid the highest quality for the lowest price, using the "Low-High Price" column on the report.
Reports can be found here: https://www.marketnews.usda.gov/mnp/fv-nav-byType?navType=term

APPLES Package: cartons tray pack Variety: FUJI Grade: U.S. ExFcy

Date	Low-High Price	Mostly Low-High Price	Origin	Origin District	Item Size	Em
06/08/2022	22.00 - 23.00		WASHINGTON		72s	
06/08/2022	19.00 - 20.00		WASHINGTON		100s	

Using the above snip as an example, the U.S. Extra Fancy Fuji Apples, 100s, are showing a Terminal Market Value of $19.00 - $20.00. The Example Vendor charges a fixed fee of $4.00 per case for this product; so, the price to the District would be $23.00 per case.
Should pricing on the Terminal Market Report change, Bidder must supply a current Terminal Market Report showing the change, as well as an updated price list to the District's Food Service Buyer.

Local Sourced Products, Purchased through Vendor: This pricing structure is to be based on the Bulk Items fixed fee format, where the fixed fee is added on to the "Low Range" price of the current USDA Agricultural Marketing Service Terminal Market Report for Los Angeles, for the product.
Local Sourced Products, Purchased by District: The Val Verde Unified School District initiates a separate Request for Quote (RFQ) for direct purchasing of local produce from local farmers. The District contacts and obtains quotes directly from farmers, and pays the awarded farmer from the RFQ directly. The Proposer for this RFP must be able to deliver Farm to School (FTS) products directly to each school site listed in this Request for Proposal. A per case fee will be listed on the Item Price Worksheet; if left blank, it will be assumed there is no fee assessed for FTS case delivery. This fee is intended to cover pick-up of the product from the farmer, distribution, and delivery to the school sites.

13. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award and District Purchase Order, the successful Proposer shall be required to commence with the deliveries of awarded items to the school sites. Failure to complete deliveries in full on specified delivery days shall be considered sufficient cause for default action under *General Conditions, Section 11 – Default* of this RFP. A minimum of twenty-four (24) hours' notice must be given for items that will not be received in full.

14. **SAMPLES:** The District reserves the right to request samples of items prior to the award. If the Proposer is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply: **There are no samples requested prior to the bid opening. Samples may be requested prior to the award of line items. Vendor will be contacted to request specific line items. All items are to be labeled with the bid number, line item and vendor providing samples. If this information is not provided the sample may be disqualified from the award.**

15. **BRANDS, SIMILAR PRODUCTS, "Or Equal":** Whenever VVUSD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

16. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Proposer whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The District requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.

17. **PROPOSAL DOCUMENT:** A completed Proposal includes the following completed documents: Document Check Off Sheet, Instructions & Information for Proposers, General Conditions, Proposer Criteria Form, Vendor Questionnaire, Proposal Form, Non-Collusion Declaration, Equal Opportunity Employment Form, Certification Regarding Lobbying, Disclosure of Lobbying, Suspension and Debarment Certification, Iran Contracting Act Certification, Contractor's Certificate: Regarding Drug-Free Workplace, Contractor's Certificate: Regarding Alcoholic Beverage and Tobacco-Free Campus Policy, Contractor's Certificate: Regarding Worker's Compensation, Contractor's Certificate: Regarding Fingerprint Compliance, Clean Air and Water Certification, Certification for "Buy American" Provision, Buy American Waiver Exception List, Electronic Media/USB Flash Drive Attachment, Item Price Worksheet, Current Copy of Health Department Inspection Report, and IRS Form W-9. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a

proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

18. TAXES: Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.

19. DELIVERY: **All prices shall be quoted FOB destination.** Destination shall be the individual school sites placing the orders. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, or the packing of the said articles is to be borne by the Proposer. Deliveries outside of listed delivery times will be made by appointment only, when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.

20. QUANTITIES: Quantities shown are **estimated** usages by the District for the proposal period. The District reserves the right to purchase more or less of the units specified. The district will order in quantities best suited to their needs and storage facilities. Prices proposed shall be firm and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)

21. INSPECTION OF FACILITIES – EVALUATION: The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

22. FOOD DEFENSE: Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). Failure to register prior to the close of the proposal may result in the Proposer's disqualification for contract award.
Further information can be found here: https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements/food-safety-modernization-act-fsma

23. SAFETY AND SANITATION: Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
    - Inspect delivery trucks for any signs of contamination.
    - Check all expiration and best if used by dates.
    - Use thermometers to check temperatures.
    - Accept product only at acceptable temperatures.
    - Reject unacceptable items.

24. PRODUCT RECALLS: If a product recall is instituted on an item that has been furnished and delivered to District, Vendor must immediately notify the Food Services Department with all pertinent information regarding the recall.

25. CREDIT MEMOS: The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged, or spoiled products necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food Services Accounting Department.

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26. **TERMINATION OF AGREEMENT WITHOUT CAUSE, BY DISTRICT:** VVUSD may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.

27. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

28. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    A. The District has deemed the products and services of the vendor satisfactory.
    B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
    C. The percentage of price increase for products are at or below the consumer price increase. The CPI index that is used is from the following web page: https://www.bls.gov/data.

Database:	All Urban Consumers (Current Series), Multi-Screen
Adjustment:	Not Seasonally Adjusted
Base:	Current
Area:	S49C Riverside-San Bernardino-Ontario, CA
Item:	SEFV Food away from home
Periodicity:	Monthly
Series ID:	CUURS49CSEFV

    D. The Vendor may use the preceding twelve (12) months, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District.
    E. Documentation of Insurance Coverage, *General Conditions, Section 9 – Insurance* shall be resubmitted with each request for contract extension.

29. **PROPOSAL FORM DIRECTIONS:**
    A. Proposer is to use the Item Price Worksheet template provided on the electronic media accompanying the proposal documents.
    B. Proposer is to enter the brand/trade name and SKU (stock keeping unit) number in appropriate columns of electronic Proposal Form when one or more items are co-specified by District. Stating "as specified" will not satisfy this requirement (in executing a purchase order, the District will require the exact brand name and SKU number for ordering).
    C. Proposer is to enter base pricing in the appropriate column of the spreadsheet.
    D. Discounted pricing based on volume purchasing or quantity discounts is to be entered into separate appropriate columns on the spreadsheet.
    E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in appropriate column.
    F. A printed copy of the spreadsheet must accompany the completed electronic spreadsheet as part of the formal proposal. In the case of discrepancies, the paper copy of the proposal will be deemed the true proposal document and the basis of the award.

G. Proposer is to complete all requested information on Item Price Worksheet cover to final spreadsheet page.
H. Proposer is to submit all pricing spreadsheet pages, even those without responses.
I. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment, or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Proposer."
J. **The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.** Proposers are to submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the column provided. A single unit price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.
K. **The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
L. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

30. PROPOSAL PROTESTS PROCEDURES: Any Proposer may file a bid protest. The protest shall be filed in writing with the Director of Food Services not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting Proposer consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible Proposer will be notified of the protest and the evidence presented. If appropriate, the apparent low Proposer will be given an opportunity to rebut the evidence and present evidence that the apparent low Proposer should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

Appeal: If the protesting Proposer or the apparent low Proposer is not satisfied with the decision, the matter may be appealed to the Chief Business Officer (CBO) or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Val Verde Unified School District
Attn: Stacy Coleman, Deputy Superintendent
975 West Morgan Street
Perris, California 92571

Appeal Review: The Deputy Superintendent or their designee shall review the decision on the bid protest from the Director of Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Food Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

31. COURIER DELIVERIES: It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Val Verde Unified School District is not responsible for proposals sent via USPS, UPS, and/or FedEx, and/or by any other delivery service. All proposals are due in the Food Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Food Services Department located at 975 West Morgan Street, Perris, California 92571.**

32. BUY AMERICAN PROVISION: Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States and the cost of domestic components must exceed 50 percent of the cost of all the components.
Upon offer to award, Vendor will be required to provide certification of the food products. The Vendor will use the following language when certifying food products as U.S. produced and processed products;

"I certify that the following item(s) ___ are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S."

The "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency "VVUSD" determines that the following instances apply to non-domestic produced products.

a. Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.
b. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.
c. The cost of U.S. produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains fifty-one percent (51%) or more domestically grown commodities is significantly higher. For this RFP the Val Verde USD has determined that any item cost that is ten percent (10%) or more in price than the non-domestic product is considered significantly higher.

The District reserves the right to purchase non-domestic grown or manufactured food products if the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

Certification forms for Buy America products and Buy America Waiver Exception List are included in this document on pages 44 and 45.

FEDERAL NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

End of Instructions and Information for Proposes

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GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance, for sixty (60) calendar days after the proposal opening date. The District reserves the right to award to one or more Proposers.

   The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

   It is the intention of the VVUSD to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

   The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor, commencing from proposal award (August 1, 2022 through June 30, 2023). Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed twenty-one (21) calendar days.

3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.

   The attached lists of proposal items have been vetted through our menu item review process and have been determined acceptable regarding nutrient contents including saturated fat, sodium, and trans-fat. Any substituted proposal items must include nutrient content documentation (Product Formulation Statement) that also contains specific information that includes saturated fat, sodium, and trans-fat.

4. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.

5. **DISCOUNTS:** The vendor must identify the amount of each discount, rebate, and any other applicable credit on bills and invoices presented to the District for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

6. **INVOICES & STATEMENTS:** All invoices shall be submitted via email to Karen Marks, kmarks@valverde.edu, for payment and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment.
   Statements of Account are required to be submitted monthly and should be received by the District no later than the fifth (5th) of the following month. Statements shall be submitted via email to Karen Marks, kmarks@valverde.edu.

7. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

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8. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

9. **INSURANCE:** Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District on or before the effective date of the Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

   A. **Liability:** Such insurance shall be primary to and not contributing with any other insurance maintained by the District and shall include but not be limited to:
      1. **Comprehensive General Liability Insurance:** Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of $2,000,000.00 per occurrence, $5,000,000.00 aggregate.
      2. **Comprehensive Automobile Liability:** Endorsed for all owned and non-owned vehicles with a combined single limit of $2,000,000.00 per occurrence.
   B. **Worker's Compensation:** A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.
   C. **Product Liability:** Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars ($1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

11. **DEFAULT:** The District may by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

   A. The Vendor fails to make delivery within the time specified herein.

   OR

   B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

   OR

   C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the Proposer with a three (3) calendar day or seventy-two (72) hour, or mutually agreed upon, cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the

District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the patriating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this sections. The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

12. **DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:** Vendor shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any contact with the District's pupils if Vendor provides any of the following services: school and classroom janitorial; school site administrative; school site grounds and landscape maintenance; pupil transportation; school site food-related; tutoring or mentoring services.

    If at any time during the term of this Agreement Vendor is either notified by the Department of Justice or otherwise becomes aware that any employee of Vendor performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, Vendor agrees immediately to notify the District and remove said employee from performing services on this Agreement.

    Vendor shall certify in writing to the District that neither the Vendor nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who might come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1.

    In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

    By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

    By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. **EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of god, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to

the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. **PERFORMANCE BOND:** On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. (Individual Districts may have stricter bonding requirement than required by the USDA, if so, a Performance Bond may be required by the district for the bid). **A Performance bond is not required for this RFP.**

15. **PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions & Information for Proposers, General Conditions, Specifications, Agreement, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

16. **ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

17. **INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.

18. **NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California State anti-discrimination laws, and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation, or any other category protected by the law; including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.

19. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the participating districts.

20. **LIABILITY/COPYRIGHT:** The Bidder shall hold any participating school district, its officers, agents, servants, and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

21. **RIGHTS TO INVENTIONS:** The DISTRICT retains any rights for product specifications that may be developed by the DISTRICT and used by the vendor in execution of this agreement according to 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

22. **DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual school sites placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase Order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, or the packing of the said articles is to be borne by the Proposer.

The following pages list the delivery locations required and the frequency per week. Delivery locations, time schedules, contact person, and frequency are subject to change based on district needs.

Subject to change: Current Delivery Schedule is planned for twice weekly deliveries to all sites on Tuesdays and Fridays.

School Site Address	Contact Person Phone Number Extension	Number of Deliveries Required per Week Delivery Hours
District Warehouse 975 West Morgan Street, Perris, California 92571	Rolando Pino 10663	As Needed 6:30am - 2:00pm
Avalon Elementary 1815 East Rider Street, Perris, California 92571	Hortencia Alcala 54810	2 6:30am - 2:30pm
Columbia Elementary 21350 Rider Street, Perris, California 92570	Aurora Campos 21710	2 6:30am - 2:30pm
El Potrero Preschool 16820 Via Pamplona, Moreno Valley, California 92551	Cynthia Moore Brown 11810	2 6:30am - 2:30pm
Lasselle Elementary 26446 Krameria Avenue, Moreno Valley, California 92555	Martha Castillo 53810	2 6:30am - 2:30pm
Manuel L. Real Elementary 19150 Clark Street, Perris, California 92570	Lorena Hernandez 18710	2 6:30am - 2:30pm
May Ranch Elementary 900 East Morgan St, Perris, California 92571	Karin Hafele 51310	2 6:30am - 2:30pm
Mary McLeod Bethune Elementary 25390 Krameria Avenue, Moreno Valley, California 92551	Amelia Licon 15710	2 6:30am - 2:30pm
Mead Valley Elementary 21100 Oleander Avenue, Perris, California 92570	Rebecca Valenzuela 12710	2 6:30am - 2:30pm
Rainbow Ridge Elementary 15950 Indian Street, Moreno Valley, California 92551	Cheri Kelton 14810	2 6:30am - 2:30pm

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Sierra Vista Elementary 20300 Sherman Road, Perris, California 92571	Jessie Sangster 19118	2 6:30am - 2:30pm
Triple Crown Elementary 530 Orange Avenue, Perris, California 92571	Carmen Rodriguez 23810	2 6:30am - 2:30pm
Val Verde Elementary 2656 Indian Avenue, Perris, California 92571	Abby Murillo 13710	2 6:30am - 2:30pm
Victoriano Elementary 25650 Los Cabos Drive, Moreno Valley, California 92551	Penny Gonzalez 16710	2 6:30am - 2:30pm
Lakeside Middle 27720 Walnut Street, Perris, California 92571	Pat Woodruff 28620	2 6:30am - 2:30pm
March Middle 15800 Indian Street, Moreno Valley, California 92551	Jessica Holmes 59205	2 6:30am - 2:30pm
Tomas Rivera Middle 21675 Martin Street, Perris, California 92570	Manuela Sanchez 26810	2 6:30am - 2:30pm
Vista Verde Middle 25777 Krameria Avenue, Moreno Valley, California 92551	Cheryl Singleton 27610	2 6:30am - 2:30pm
Citrus Hill High 18150 Wood Road, Perris, California 92570	Juan Herrera 32232	2 6:30am - 2:30pm
Rancho Verde High 17750 Lasselle Street, Moreno Valley, California 92551	Mary Kelly 31340	2 6:30am - 2:30pm
Val Verde High 972 Morgan Street, Perris, California 92571	Anita Felix 41210	2 6:30am - 2:30pm
Red Maple (Bridges/VVA/Student Success) 25100 Red Maple Lane, Moreno Valley, California 92551	Christina Rodriguez 45710	2 6:30am - 2:30pm
Orange Vista High 1400 East Orange Avenue, Perris, California 92571	Martha Zavala 33214	2 6:30am - 2:30pm
Total Sites = 23	**Number of Stops per Week = 44**	

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23. **"PIGGYBACK" CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

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

    Any school district and the awarded Proposer(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent, or employee of the Val Verde Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

    Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

    Piggyback option granted: BJJ
    Piggyback option not granted: _____

24. **PROPOSERS DISCLOSURE INFORMATION:** All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. **PROPOSER CRITERIA FORM:** The Proposer Criteria Form must be completed and submitted with the proposal.

26. **CERTIFICATIONS:**
    A. The Proposer shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
    B. The Proposer shall comply with all applicable standards, orders, or regulations issued, including:
        1. Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]).
           Found Here: http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf
        2. Section 508 of the Clean Water Act (33 *U.S.C.* 1368).
           Found Here: http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf
        3. Executive Order 11738.
           Found Here: https://www.archives.gov/federal-register/codification/executive-order/11738.html
        4. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq.
           Found Here: https://www.ecfr.gov/current/title-40
           Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the Proposer agrees not to use a facility listed on the EPA's List of Violating Facilities.
    C. **Debarment Certification:** The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

D. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
E. **Energy Policy and Conservation Act:** The Proposer shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
Found Here: https://www.govinfo.gov/content/pkg/COMPS-845/pdf/COMPS-845.pdf
F. **Contract Work Hours and Safety Standards Act Compliance:** In performance of this Contract, the Proposer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
Found Here: https://www.dol.gov/agencies/whd/government-contracts/cwhssa
G. **The Certification Regarding the Iran Contracting Act** must accompany this Proposal.
H. **The Certification Regarding Equal Opportunity Employment** must accompany this Proposal.
I. **The Contractor's Certification: Regarding Drug Free Workplace** must accompany this Proposal.
J. **The Contractor's Certification: Regarding Alcoholic Beverages and Tobacco Free Workplace** must accompany this proposal.
K. **The Contractor's Certification: Regarding Worker Compensation** must accompany this proposal.
L. **Clean Air and Water Certification** must accompany this Proposal.
M. **Certification(s) "Buy American" Provision** must accompany this Proposal.
N. **The Contractor's Certification: Regarding Fingerprint Compliance** must accompany this Proposal.
O. **Current Copy of Health Inspection Report** must accompany this Proposal.

End of General Conditions

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive & responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer's good or services a) Reference checks b) Vender Questionnaire	10
2	The quality of the Proposer's goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

1. **GEOGRAPHIC PREFERENCES:** VVUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by the District in a Child Nutrition Program. See 2 C.F.R. § 200.319.

2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1).
   VVUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. VVUSD maintains a written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any awards resulting from this RFP is non-exclusive. The District reserves the right to make no awards or award one or more line items, in part or in whole, to a single Vendor or to multiple Vendors.

4. **DISQUALIFICATION:** Proposer may be disqualified before or after VVUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

5. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** The District in an effort to encourage minority, woman, and disabled veteran owned businesses enterprises to participate in and submit proposals based upon their capacity to perform

and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., Responsive Bidders.
Further information can be found at the Public Contract Code website here:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article
Certification Information for Small Business and Disabled Veteran Business Enterprise Services can be found here: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=osds

6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any awards will be made to the Responsible Vendors whose Proposals are determined to be the Best Value to the District. See *Instructions & Information for Proposers, Section 10 – Determination and Award of Contract* for awarding criteria pertinent to this RFP.

7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with VVUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by VVUSD after approval by the VVUSD Board of Education. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the Vendor.**

   VVUSD does not sign Vendor contract forms. In the event that VVUSD awards a project to Vendor and Vendor request changes to the District's standard Contract Form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

End of Evaluation and Award

PROPSER CRITERIA FORM

The Val Verde Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of five (5) years.
- Must maintain a warehouse/distribution center within a one hundred (100) mile radius of the delivery points of the District.
- Have three (3) current school district references.

Please provide address of warehouse/distribution center:

9155 Archibald Ave, ste 501, Rancho Cucamonga, CA 91730

Please provide three current school district references:

1. School District: Upland Unified School District
   Address: 390 N. Euclid Ave., Upland, CA 91786
   Contact Person: Ksenia Glenn - Director Child Nutrition Services
   Telephone Number: (909) 985-1864
   Number of Deliveries per year: 450 plus average annually

2. School District: Etiwanda School District
   Address: 6061 East Avenue, Etiwanda, CA 91739
   Contact Person: Teresa Cardinas - Director Child Nutrition Services
   Telephone Number: (909) 899-2451
   Number of Deliveries per year: 1000 plus average annually

3. School District: Central School District
   Address: 8316 Red Oak Street, Rancho Cucamonga, CA 91730
   Contact Person: Diana Carillo - Director Child Nutrition & Purchasing
   Telephone Number: (909) 484-2702
   Number of Deliveries per year: 600 plus average annually

Barbara J Jamili
Name of Preparer

President/CEO
Title

Barbara J Jamili
Signature of Preparer

07/05/2022
Date

By signing this form, you are verifying that your company meets the requirements stated above.

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VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. How do you plan to work with the District to set up a delivery schedule?

   We have a credible history with the District and prior experience in our ability to do site deliveries effective and efficiently, twice weekly, in a timely manner. We can continue to do this for the district or we can modify deliveries on an as-needed basis to meet the district's needs.

2. How many deliveries per week will you provide?

   As many are required by the District per this contract and/or as needed by the District as it continues to grow. We are happy to modify the schedule to meet the Districts needs.

3. How many delivery trucks do you have? How many lift gates?

   We own and operate a fleet of 8 refrigerated two-ton bobtail trucks and 4 refrigerated one-ton trucks.

4. What is your procedure for notifying customers of shortages and/or substitutions?

   We will contact the assigned Districts personel for this, ie; usually the Districts buyer, and/or site kitches as so directed. If allowed by the District we automatically offer substitutions of the most like-kind product avail, ie; nectarines in place of plums or vise versa, etc.

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5. What is your procedure for notifying customers of a product recall?

   We would immediately notify the Buyer the minute we find out of any recall of product/s supplied by us to the District. This would be accompinied by additional required legal information for protection of the District liability and children's welfare.

6. What procedures do have in place to fill emergency orders?

   We inventory many products regularly so the District may be covered in an emeregency. Simply call and let us know your needs and we can get most product covered same day or within 24 hours turn around.

7. Has your firm backed out of distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.

   No, never. United Fresh has been in business for over thirty years and has never backed out of any contract with a school district.

8. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.

   No, never. United Fresh has an impeciable record with the Districts for service and quality.

VAL VERDE UNIFIED SCHOOL DISTRICT

CERTIFICATIONS & BID PRICE PROPOSAL TO BE SUBMITTED WITH AGREEMENT

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VAL VERDE UNIFIED SCHOOL DISTRICT

RFP# 2022-2023-03
Fresh Produce Products

PROPOSAL FORM
Closing Date: 11:00 am, Thursday, July 7, 2022
Closing Site: Val Verde Unified School District, Food Services Department – Conference Room
To: Director of Food Services

1. Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.

2. This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.

3. Proposer shall complete the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm: United Fresh Produce

Address of Firm: 9155 Archibald Ave, Ste 501, Rancho Cucamonga, CA 91739

Barbara J Jamili
(Name)

President/CEO
(Title)

As representative of the Proposer, I hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal# 2021/2022-02, and all the representations herein made, are true and correct.

Executed this Tuesday (weekday), July (month) 5th (day), 2022; at San Bernardino (county).

Barbara J Jamili
Signature

(909) 333-7423
Telephone

END OF PROPOSAL FORM

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NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the President/CEO of United Fresh Produce, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from biding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

Barbara J Jamili

Signature of Officer

Barbara J Jamili

Typed Name of Officer

President/CEO

Office

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on:

07/05/2022 [date], at Rancho Cucamonga [city], California [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the United Fresh Produce

(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

07/05/2022

Date

Barbara J Jamili

Signature

Barbara J Jamili

Printed Name

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000: VAL VERDE UNIFIED SCHOOL DISTRICT		Agreement Number: 6721-00
Address of School Food Authority: 975 W. Morgan St. Perris CA		
Printed Name and Title of Submitting Official: Robert Quanstrom , Director Food Services	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) United Fresh Produce		
Printed Name and Title: Barbara J Jamili-President/CEO	Signature: Barbara J Jamili	Date: 07/05/2022
Name of School Food Authority: Val Verde Unified School District	Agreement Number: 6721-00	

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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: (1) Contract ☐ Grant ☐ Cooperative Agreement ☐ Loan ☐ Loan Guarantee ☐ Loan Insurance	2. Status of Federal Action: ☐ Proposal/offer/application (1) Initial award ☐ Post-award	Report Type: (1) Initial filing ☐ Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known: N/A		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
6. Federal Department/Agency: N/A		7. Federal Program Name/Description: N/A CFDA Number, if applicable:
8. Federal Action Number, if known: N/A		9. Award Amount, if known: $ N/A
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): **United Fresh Produce** **9155 Archibald Ave, Ste 501** **Rancho Cucamonga, CA 91730**
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): $_____ actual planned N/A		1. Type of Payment (check all that apply): ☐ Retainer ☐ One-time fee ☐ Commission N/A ☐ Contingent fee ☐ Deferred ☐ Other; specify: _____
13. Form of Payment (check all that apply): ☐ Cash ☐ In-kind; specify: ☐ Nature _____ ☐ Value _____ N/A		

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes (No)

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: Barbara J Jamili Print Name: Barbara J Jamili Title: President/ CEO Telephone No: (909) 333-7423 Date: 07/05/2022

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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 sub awardee, e.g., the first sub awardee 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 "Sub awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

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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

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a proposal for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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.

Val Verde Unified School District
Name of Food School Authority

RFP 2022-2023 - 3
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

United Fresh Produce
Company Name

9155 Archibald Ave., Ste 501,
Rancho Cucamonga, CA 91730
Address

Barbara J Jamili
Signature

07/05/2022
Date

Barbara J Jamili
Printed Name

President/CEO
Title

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO PROPOSAL FOR CONTRACTS OF $ 1 MILLION OR MORE

(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
United Fresh Produce	33-0394768
By (Authorized Signature) Barbara J Jamili	
Printed Name and Title of Person Signing Barbara J Jamili - President/ CEO	
Date Executed 07/05/2022	*Executed in* Rancho Cucamonga, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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CONTRACTOR'S CERTIFICATE: REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

   a) The dangers of drug abuse in the workplace;

   b) The person's or organization's policy of maintaining a drug-free workplace;

   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and

   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

07/05/2022
Date

United Fresh Produce
Contractor

Barbara J Jamili - President/CEO
Signature

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CONTRACTOR'S CERTIFICATE: REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time.

07/05/2022
Date

United Fresh Produce
Contractor

Barbara J Jamili - President/CEO
Signature

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CONTRACTOR'S CERTIFICATE: REGARDING WORKER'S COMPENSATION

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more or the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

Barbara J Jamili

Signature of Authorized Representative

Barbara J Jamili

Type Name of Above

President/CEO

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CONTRACTOR'S CERTIFICATE: REGARDING FINGERPRINT COMPLIANCE

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of United Fresh Produce (name of VENDOR) who may come in contact with pupils, and are required by California Education Code Section 45125.1 to submit their fingerprints to the Department of Justice, have now done so, and that I received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 41524.1. The VAL VERDE UNIFIED SCHOOL DISTRICT is entitled to rely upon this representation. VENDOR hereby agrees to indemnify VAL VERDE UNIFIED SCHOOL DISTRICT for any and all claims, damages, suits, and liabilities that arise out of, or relate to, or is associated with a failure of VENDOR to comply with California Education Code Section 45125.1, or with a failure to exercise reasonable care with respect to proper selection and/or supervision of VENDOR's employees who may come in contact with pupils.

Printed Name: Barbara J Jamili

Title: President/CEO

Signature: Barbara J Jamili

Date: 07/05/2022

Vendor Name: United Fresh Produce

Address: 9155 Archibald Ave., Ste 501

City, State, Zip Code: Rancho Cucamonga, CA 91730

Telephone Number: (909) 333-7423

This institution is an equal opportunity provider.

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

United Fresh Produce

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Barbara J Jamili	President/CEO	07/05/2022
Authorized Representative	Title	Date

This institution is an equal opportunity provider.

CERTIFICATION FOR "BUY AMERICAN" PROVISION

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

I certify that the following item(s) are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.

Note: A manufacture certification on company letterhead may be substituted for this form as long as the exact same language listed above is used.

Line Item Number:	Description:
1 - 22	Apples, Carrots, Celery Sticks, Slaw, Lettuce Cut, Spinach, Melon Cant, Melon Honeydew, Cuc, Jicama
25-36	Zuch, Broc, Caulif, Onion, Fajita, Corn, Peas, Apples
41-45	Cucs, Bells
49-51	Pears
53-60	Plums, Nectarines, Strawberries, Tangerines, Cilantro, Green Onions, Red Onions, Parsley

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information .

Company: United Fresh Produce

Print Name: Barbara J Jamili Title: President/CEO

Signature: Barbara J Jamili Date: 07/05/2022

(Copy, complete and sign for additional line items)

This institution is an equal opportunity provider.

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that ***are not*** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

b) *Exceptions.* The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

(1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;

(2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;

(3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver
Sample	*Sample: Ground Cinnamon*	*NA*		*Product is not produced in the U.S. in sufficient and reasonable quantities*
Sample	*Sample: Canned Pineapple*	*$59.95*	*$29.95*	*U.S. Canned Pineapple is Significantly higher in cost (more than 10%)*
52	Kiwi Fruit	N/A	28.50 - 34.50 average	US Supply unable to support demand certain times of the year
37, 38, 39, 40	Bananas - all types	N/A	28.50 Average	US unable to grow product due to weather and climate limitations
23,24,46,47,48	Tomatoes all types	N/A	18.00 - 38.00 Average	US Supply unable to support demand certain times of the year

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #27 Page 11 of RFP 2021/2022-02 and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: United Fresh Produce

Print Name: Barbara J Jamili Title: President/CEO

Signature: Barbara J Jamili Date: 07/05/2022

(Copy, complete and sign for additional line items)

This institution is an equal opportunity provider.

ATTACHMENT A
ELECTRONIC MEDIA/USB FLASH DRIVE

Please use this sheet to tape the Electronic Media/USB Flash Drive to.

The Electronic Media/USB Flash Drive should include:

- PDF and Excel Files of the Item Price Worksheet
- PDF Scan of the Completed Bid Packet

07/05/2022
Date

United Fresh Produce
Contractor

Barbara J Jamili - President/CEO
Signature

This institution is an equal opportunity provider.

ITEM PRICE WORKSHEET

ATTACHMENT B

Val Verde Unified School District
Food Services

RFP# 2022-2023-03
Fresh Produce Products

Please note: Estimated usage is from the 2021/2022 school year. Service and usages were impacted by the COVID-19 Pandemic and supply chain issues.

Proposer: UNITED FRESH PRODUCE Signature: Barbara J. Kosik

Line Item No.	Estimated Annual Usage	Description	Pack Size/UOM	Local Sourced Product (Y/N)	Brand or Manufacturer	Price per Unit
Processed Produce Products						
		Apples				
1	1,140	Red Apple Slices	200/2oz	N	Fresh Innovations	$ 54.50
2		Green Apple Slices	200/2oz	N	Fresh Innovations	$ 54.50
3	4	Mixed Color Apple Slices	200/2oz	N	Fresh Innovations	$ 54.50
		Carrots				
4	3,802	Chili Lime Carrot Snackers	75/2.5oz	N	Bolthouse Farms	$ 34.75
5	448	Peeled Baby Carrots	100/3oz	N	Bolthouse Farms	$ 34.50
6		Peeled Baby Carrots	5lb Bag	N	Bolthouse Farms	$ 6.25
7	376	Ranch Carrot Snackers	75/2.5oz	N	Bolthouse Farms	$ 34.75
		Celery				
8	713	4" Celery Sticks	5lb Bag	Y	Caldwell or Continental	$ 16.95
9		4" Celery Sticks	50/2.3oz	Y	Caldwell or Continental	$ 24.50
		Lettuce and Salads				
10		3-Way Coleslaw Mix (Shredded Red Cabbage, Green Cabbage, & Carrots)	5lb Bag	Y	Caldwell or Continental	$ 6.95
11	412	1/8" Fine Shredded Lettuce	5lb Bag	Y	Caldwell or Continental	$ 7.95
12	3,391	3-Way Salad Mix (Chopped Romaine, Shredded Carrots & Red Cabbage)	5lb Bag	Y	Caldwell or Continental	$ 9.45

ITEM PRICE WORKSHEET

ATTACHMENT B

Val Verde Unified School District
Food Services
RFP# 2022-2023-03
Fresh Produce Products

Please note: Estimated usage is from the 2021/2022 school year. Service and usages were impacted by the COVID-19 Pandemic and supply chain issues.

Proposer: UNITED FRESH PRODUCE Signature: [signature]

Line Item No.	Estimated Annual Usage	Description	Pack Size/UOM	Local Sourced Product (Y/N)	Brand or Manufacturer	Price per Unit
13		3-Way Salad Mix (Chopped Romaine, Shredded Carrots & Red Cabbage)	20lb Case	Y	Caldwell or Continental	$ 37.80
14		4-Way Salad Mix (Chopped Iceberg & Romaine, Shredded Carrots & Red Cabbage)	5lb Bag	Y	Caldwell or Continental	$ 9.45
15		4-Way Salad Mix (Chopped Iceberg & Romaine, Shredded Carrots & Red Cabbage)	20lb Case	Y	Caldwell or Continental	$ 37.80
16		Cleaned Spinach Leaves	2.5lb Bag	Y	Caldwell or Continental	$ 7.95
17		Potato Salad	9lb Carton	Y	Risvolds	$ 16.95
		Melons				
18		Cantaloupe Chunks	20lb Tub	Y	Caldwell or Continental	$ 46.50
19		Honeydew Chunks	20lb Tub	Y	Caldwell or Continental	$ 46.50
20	2,251	Sliced Cucumbers	5lb Tray	Y	Caldwell or Continental	$ 13.90
		Other Fruits				
21	1,133	4" Jicama Sticks	5lb Bag	Y	Caldwell or Continental	$ 17.90
22		Grape Escape Snack Bags	100/3oz	N	HMC	$ 58.25
23	23	Sliced Tomatoes	5lb Bag	Y	Caldwell or Continental	$ 16.95
24		Sliced Tomatoes	20lb Case	Y	Caldwell or Continental	$ 67.80
		Other Vegetables				
25	486	4" Zucchini Sticks	5lb Tray	Y	Caldwell or Continental	$ 14.45
26		Broccoli Florets	5lb Bag	Y	Caldwell or Continental	$ 11.37

ITEM PRICE WORKSHEET

ATTACHMENT B

Val Verde Unified School District
Food Services

RFP# 2022-2023-03
Fresh Produce Products

Please note: Estimated usage is from the 2021/2022 school year. Service and usages were impacted by the COVID-19 Pandemic and supply chain issues.

Proposer: UNITED FRESH PRODUCE Signature: Barbara J. Jamieli

Line Item No.	Estimated Annual Usage	Description	Pack Size/UOM	Local Sourced Product (Y/N)	Brand or Manufacturer	Price per Unit
27		Cauliflower Florets	5lb Bag	Y	Caldwell or Continental	$ 11.37
28	95	Diced White Onion	5lb Bag	Y	Caldwell or Continental	$ 9.90
29		Fajita Mix (Diced Onion, Red & Green Bell Peppers)	5lb Bag	Y	Caldwell or Continental	$ 18.75
30	69	Frozen Corn Cobbettes	96 per Case	Y	Flavor pac	$ 32.33
31	190	Frozen Cut Corn	30lb Case	Y	Flavor pac	$ 37.88
32		Frozen Shelled Peas	30lb Case	Y	Flavor pac	$ 39.44
		Bulk (Whole) Produce Products				
		Apples				
33		U.S. Fancy Fuji Apples	138 per case	N	Washington	mr + 12
34		U.S. Fancy Gala Apples	138 per case	N	Washington	mr + 12
35	638	U.S. Fancy Granny Smith Apples	138 per case	N	Washington	mr + 12
36	3	U.S. Fancy Red Delicious Apples	138 per case	N	Washington	mr + 12
		Bananas				
37		Petite Green Tip Bananas	Pound	N	Dole or Chiquita	mr + 10
38	1,060	Petite Green Tip Bananas	40lb Case	N	Dole or Chiquita	mr + 10
39		Petite Ripe Bananas	Pound	N	Dole or Chiquita	mr + 10
40	367	Petite Ripe Bananas	40lb Case	N	Dole or Chiquita	mr + 10
		Melons				
41	3,318	Cucumbers	Each	Y	US F -XF	mr + .50 ea

ITEM PRICE WORKSHEET

ATTACHMENT B

Val Verde Unified School District
Food Services
RFP# 2022-2023-03
Fresh Produce Products

Please note: Estimated usage is from the 2021/2022 school year. Service and usages were impacted by the COVID-19 Pandemic and supply chain issues.

Proposer: UNITED FRESH SERVICE Signature: [signature]

Line Item No.	Estimated Annual Usage	Description	Pack Size/UOM	Local Sourced Product (Y/N)	Brand or Manufacturer	Price per Unit
		Peppers				
42		Green Bell Peppers	5lb Bag	Y	US F -XF	mr +.75 lb
43		Orange Bell Peppers	5lb Bag	Y	US F -XF	mr +.75 lb
44		Red Bell Peppers	5lb Bag	Y	US F -XF	mr +.75 lb
45		Yellow Bell Peppers	5lb Bag	Y	US F -XF	mr +.75 lb
		Tomatoes				
46	43	5x6 Loose Pack Red Tomatoes, U.S. Grade 1	5lb Pack	Y	US F -XF	mr + 12
47		5x6 Loose Pack Red Tomatoes, U.S. Grade 1	Pound	Y	US F -XF	mr + 12
48	1,570	Grape Tomatoes	Basket	Y	US F -XF	mr + 12
		Other Fruits				
49		Asian Pears	10lb Case	N	F -XF	mr + 12
50		Bartlett Pears	10lb Case	Y	US F -XF	mr + 12
51	145	Bosc Pears	135 per case	Y	US F -XF	mr + 12
52	256	VF Kiwi	25lb Case	N	F -XF	mr + 12
		Lemons	25lb Bag	Y	US F -XF	mr + 12
53		VF Plums	22lb Case	Y	US F -XF	mr + 12
54		VF Nectarines	110 per case	Y	US F -XF	mr + 12
55		Strawberries	12/1lb Basket	Y	US F -XF	mr + 12
56	951	Tangerines	130 per case	Y	US F -XF	mr + 12

ITEM PRICE WORKSHEET

ATTACHMENT B

Val Verde Unified School District
Food Services

RFP# 2022-2023-03
Fresh Produce Products

Please note: Estimated usage is from the 2021/2022 school year. Service and usages were Impacted by the COVID-19 Pandemic and supply chain Issues.

Proposer: UNITED FRESH PRODUCE Signature:

Line Item No.	Estimated Annual Usage	Description	Pack Size/UOM	Local Sourced Product (Y/N)	Brand or Manufacturer	Price per Unit
		Other Vegetables				
57	360	Cilantro	Bunch	Y	US F - XF	mr + .75 ea
58		Green Onions	Bunch	Y	US F - XF	mr + .75 ea
59	3	Jumbo Red Onion	Pound	Y	US F - XF	mr + .75 lb
60		Parsley	Bunch	Y	US F - XF	mr + .75 ea
		Additional Fees for Deliveries				
61		DOD Case Delivery Fee	Per Case	N/A	DOD Products	5.25
62		FTS Case Delivery Fee (At time of RFP Posting - District is anticipating purchasing 25lb Bags of Oranges from Gless Ranch in Riverside, California under this line item.)	Per Case	Y	Gless Ranch Products	5.25

United Fresh Produce Local Farms

Farm Name:	Location:	Items :
C & R Farms	1481 Sanderson Ave, Hemet, CA 92545	Watermelon, Pumpkins, Squash
Citrus Plus	7209 Jurupa Ave, Riverside, CA 92504	Fresh Citrus
Gless Ranch	19985 Van Buren Blvd, Riverside, CA 92509	Fresh Citrus
Index Fresh	Packing House 18184 Slover, Bloomington, CA 92316	Avocados
Manassero Farms	15670 Jeffrey Road, Irvine, CA 92618	Fresh Berries / Herbs
R.Manassero Farms	4359 Prospect Avenue, Yorba Linda, CA 92886	Fresh Berries
Sage Mountain Farm	55520 Hwy 371, Anza, CA 92539	Squash, Leaf Lettuce,
Starberry Farms	264 East Foothill Blvd, San Dimas, CA 91773	Fresh Berries
The Original Manassero Farms	18921 17th Street, Tustin, CA 92780	Fresh Berries / Herbs

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
United Fresh Produce

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9155 Archibald Ave, Suite 501

Requester's name and address (optional)

6 City, state, and ZIP code
Rancho Cucamonga, CA 91730

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
33 - 0394768

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Barbara J Jarrili Date ▶ 07/06/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

COLD STORAGE OR REFRIGERATING FACILITY LICENSE

UNITED FRESH PRODUCE
9155 ARCHIBALD AVE, 501
RANCHO CUCAMONGA, CA 91730

LICENSE NUMBER: 51710
EXPIRATION DATE: 12/31/2022

THE PERSON NAMED HEREIN IS LICENSED TO OPERATE A COLD STORAGE OR REFRIGERATING WAREHOUSE FOR THE PURPOSE OF STORING, AND KEEPING FOR STORAGE, FOOD THROUGH THE EXPIRATION DATE. THIS LICENSE IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 104, PART 5, CHAPTER 5, SECTIONS 112350 -112495 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE LICENSEE IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

Food and Drug Branch, 1600 Capitol Avenue, MS 7602; PO Box 997435, Sacramento, CA 95899-7435 (916) 650-6500

Women Business Enterprise

An official website of the United States government Here's how you know

SAM.GOV

Home Search Data Bank Data Services Help

< Update / Renew Registration

YOUR ENTITY REGISTRATION INFORMATION:

UNITED FRESH PRODUCE

Active Registration

UNIQUE ENTITY ID
C9EDNH7U5996

PURPOSE OF REGISTRATION
ALL AWARDS - WBE CERTIFIED

PHYSICAL ADDRESS
9155 ARCHIBALD AVE, 501
RANCHO CUCAMONGA, CA
91730-2309

CAGE/NCAGE
8CEC5

EXPIRATION DATE
JUN 8, 2023

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved OMB No. 0704-0187

PAGE 1 OF 1

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO.	2. DELIVERY ORDER NO.	3. DATE OF ORDER (YYMMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY
SPM300-07-A-GU57		2006 OCT 01		N/A

6. ISSUED BY CODE SP0300
Defense Supply Center Philadelphia
Directorate of Subsistence, Bldg 6
700 Robbins Avenue
Philadelphia,PA 19111-5092
Local Administrator: PSPFTP4 (215)7372913 / FAX: (215)7377166
E-mail: Joanne.Bonese@dla.mil

7. ADMINISTERED BY *(If other than 6)* CODE SCGU03
LOS ANGELES PRODUCE BUYING OFFICE
360 EAST 2ND STREET
SUITE 106
LOS ANGELES CA 90021
US

8. DELIVERY FOB
☐ DEST
☐ OTHER
(See Schedule if other)

9. CONTRACTOR CODE 1U0E3 FACILITY CODE
NAME AND ADDRESS
UNITED FRESH PRODUCE
9155 ARCHIBALD AVE, STE 501
RANCHO CUCAMONGA, CA 91730

10. DELIVER TO FOB POINT BY *(Date)* (YYMMMDD): See Schedule

11. MARK IF BUSINESS IS
☒ SMALL
☐ SMALL DISAD-VANTAGED
☒ WOMEN-OWNED

12. DISCOUNT TERMS

13. MAIL INVOICES TO
See Block #15

14. SHIP TO CODE
As indicated when individual calls are placed

15. PAYMENT WILL BE MADE BY CODE S33150
DLA FINANCE AND ACCOUNTING SVC
ATTN DFAS CO BVDPCC-CC
3990 E BROAD ST PO BOX 182317
COLUMBUS OH 43218-6203
US

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER
DELIVERY ☐ This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
PURCHASE ☐ Reference your ____ and furnish the following on terms specified herein.

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR ____ SIGNATURE ____ TYPED NAME AND TITLE ____ DATE SIGNED (YYMMMDD) ____

☐ If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: SEE SCHEDULE				

* *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA Joanne Bonese PSPFTP4
BY: Joanne Bonese CONTRACTING/ORDERING OFFICER

25. TOTAL	
29. DIFFERENCE	
30. INITIALS	

26. QUANTITY IN COLUMN 20 HAS BEEN
☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED
DATE ____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE ____

27. SHIP. NO. ____ ☐ PARTIAL ☐ FINAL

28. D.O. VOUCHER NO. ____

31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL

32. PAID BY ____

33. AMOUNT VERIFIED CORRECT FOR ____

34. CHECK NUMBER ____

35. BILL OF LADING NO. ____

36. I certify this account is correct and proper for payment.
DATE ____ SIGNATURE AND TITLE OF CERTIFYING OFFICER ____

37. RECEIVED AT	38. RECEIVED BY *(Print)*	39. DATE RECEIVED (YYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

DD FORM 1155, JUN 94 (EG) PREVIOUS EDITION MAY BE USED. Designed using Perform Pro, WHS/DIOR, Jun 94

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true, and correct copy of agenda item XXX*(Approval for Etiwanda School District Extended Day Program to Piggyback on Val Verde Unified School District RFP No. 2022-2023-03 award to United Fresh Produce for Fresh Produce Products, 2024-2025/NR100324A-02)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024 of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true, and correct copy of the original agenda item adopted at said board meeting and entered in said minutes and that said agenda item has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees of the
Etiwanda School District

Chaffey Federal Credit Union

School/District Membership Application

School/District Information

☐ New Account ☒ Change of Signers ☐ Update Info Account Number: 255910

School/District Name	Day Creek Intermediate School
Street Address	12345 Coyote Drive
City ST ZIP Code	Etiwanda, CA 91739
Office Phone	(909) 803-3300
Fax	(909) 803-3309
Web Site Address	https://www.etiwanda.k12.ca.us/o/dcis

Type of School/District Account Establishing

☐ School/District Share Savings ☐ School/District Money Market ☐ School/District Certificate ☐ Agreed Upon Discount Rate
■ School/District Checking ☐ School/District Checking Plus ☐ School/District Checking Premium

Type of Product(s) Services Establishing

☐ Overdraft Protection ☐ School/District LOC ☐ Tax Deposit ☐ Online Banking ☐ Merchant Processing
☐ Corporate Visa ☐ Visa Debit Card
☐ ___* **Yes-Opt In** ATM/Debit Card Courtesy Pay Overdraft Coverage ☐ ___* **No-Opt Out** ATM/Debit Card Courtesy Pay Overdraft Coverage

Authorized Signers

☐ One Signature Required ☐ Two Signatures Required ☐ Minutes Attached
Authorized signers: The signature of any person listed below is authorized to transact business on this account.

Signer # 1
☐ Add Signer
☐ Delete Signer
Existing Signer

Name: Nicholas Zajicek Title: Principal
Address:
Date of Birth: Phone Number:
Social Security Number: Identification Number:
Signature: Date: 9/16/2024 Chex: ☐ OFAC: ☐

Signer # 2
☒ Add Signer
☐ Delete Signer

Name: Silvia Fernandez Title: Admin. Designee/TOA
Address:
Date of Birth: Phone Number:
Social Security Number: Identification Number:
Signature: Date: 9/16/2024 Chex: ☐ OFAC: ☐

Signer # 3
☐ Add Signer
☒ Delete Signer

Name: Amy Tarasi Title: Assistant Principal
Address: **No Longer at Site
Date of Birth: Phone Number:
Social Security Number: Identification Number:
Signature: not available Date: _____ Chex: ☐ OFAC: ☐

Signer # 4 ☐ Add Signer ☐ Delete Signer	Name: Jordyn Vander-Laan	Title: Assistant Principal
	Address: ** No longer at site	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature:	Date:_____ Chex: ☐ OFAC: ☐
Signer # 5 ☐ Add Signer ☐ Delete Signer	Name:	Title:
	Address:	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature:	Date:_____ Chex: ☐ OFAC: ☐

I/We understand the removal of a signer requires consent of the signer being removed or minutes stating the signer change (when available) and the signature of remaining signers below. We will hold the credit union harmless for actions regarding account access. The removed account signer relinquishes any form of interest in the account(s) set forth.

Date Change Effective 10/1/2024

Signature _____ Date 9/16/2024

Signature _____ Date 9/16/2024

Future Credit Opportunities and Acknowledgement of Receipt of Truth-in-Saving Disclosure

The terms and conditions of your deposit account agreements are contained in your Credit Union's Truth-In-Savings Disclosure. All the terms, conditions and information contained in this Membership and Account Application, and any amendments thereto, are by this reference incorporated in their entirety into the Truth-In-Savings Disclosure. By signing this Application, you are acknowledging that you have received a copy of the Truth-In-Savings Disclosure, the terms and conditions of this Membership and Account Application, and the terms and conditions of the Credit Union's Account Agreement (s) and any amendments thereto.

The Credit Union makes credit available to its members on a regular basis. The Account applicant (s) authorize the Credit Union to obtain credit reports in connection with future credit opportunities, and the Account applicant (s) authorize any person association or corporation to furnish information concerning the Account to credit reporting agencies. Pursuant to State law, you are hereby notified that a negative credit report reflection on your credit record may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligations.

Tax Certification

By signing below, I certify that the taxpayer ID number provided for this account is correct for the business entity requesting an account. The business entity is a U.S. person (including resident alien) and either (a) is exempt from backup withholding, or (b) has never been notified by the IRS that it is subject to backup withholding due to underreporting of dividends or interest, or (c) has been notified by the IRS that it is no longer subject to backup withholding. I understand that the IRS does not require consent to any term of this agreement except certifications required to avoid backup withholding.

Reporting TIN: 95-6001103

If this business is subject to backup withholding, check the following box. ☐

Completion of this area is mandatory for all accounts.

Douglas M. Claflin — **Print Name**

Asst. Supt. — **Title**

Authorized Signature

School/District Type

☐ School Account ☐ Unincorporated Organization ☐ Public Funds Account

*ATM/Debit Card Courtesy Pay Overdraft Coverage

Chaffey FCU ATM/Debit Card Courtesy Pay Overdraft Coverage on your savings and checking account may allow your everyday ATM/Debit card transactions to be approved, when funds are not available (depending upon account history, rewards level and/or Courtesy Pay).

By choosing **"Yes-Opt In"**, allows Chaffey FCU to pay for everyday ATM/Debit card transactions when funds are not available. A fee of $25 will be charged each time we pay an overdraft.

By choosing **"No-Opt Out"**, will not allow Chaffey FCU to pay for ATM/Debit card purchases against insufficient or unavailable funds. The transaction will be denied if funds are not available.

☐ **Yes-Opt In** _____ _____
Signature Date

☒ **No-Opt Out** _____ 9/16/2024
Signature Date

Credit Union Use Only

Opened by: _____ Date Opened: _____

Date Superseded: _____ Documents Reviewed: _____

Approved by: _____ Date Approved: _____ Documents Imaged: _____

Disclosures provided to member
- ☐ Deposit Account Agreement and Truth In Savings
- ☐ Electronic Services Disclosure and Agreement
- ☐ Privacy Policy
- ☐ Schedule of Fees, Member Value Pricing Matrix
- ☐ ATM/Debit Card Courtesy Pay Overdraft Protection

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXX*(Approval of Chaffey Federal Credit Union School/District Membership Applications to make any additions or deletions of signers on the student fund accounts for Day Creek Intermediate School)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:	__
NOES:	__
ABSTAINED:	__
ABSENT:	__

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____

Clerk of the Board of Trustees
of the Etiwanda School District

Accounting & Budget Records

Form No (If Any)	Class	Record Title	Required Hard Copy Retention	Recommended Retention	Reason For Recommended Period	**If Imaged** Hard Copy Retention	**If Imaged** Media Retention
	3	Accounts Payable Reconciliation	3 Years	4 Years	Fiscal Accountability	--	--
	3	Accounts Receivable Reconciliation	3 Years	4 Years	Fiscal Accountability	--	--
SACS (J-200/300) (J141)(J41)	1	Annual Financial and Budget Report	Permanent	Permanent		4 Years	Permanent
SACS (J-400/500)		County Superintendent of Schools					
SACS (J-600/700)	1	Annual Financial and Budget Report, Joint Powers Agencies	Permanent	Permanent		4 Years	Permanent
SACS (J-301-CE)	1	Annual Financial Report- Continuation Education Schools	Permanent	Permanent		4 Years	Permanent
	2	Annual IMF Statement, Optional Cash Request (Credit Districts)	4 Years	5 Years	Final Audit	--	--
	2	Annual Interest Accrued by Direct Order School Districts on K-8 Instructional Materials Fund	4 Years	5 Years	Final Audit	--	--
SACS (J-780)	1	Annual Program Cost Data Report, Joint Powers Agencies	Permanent	Permanent		4 Years	Permanent
SACS (J-380)	1	Annual Program Cost Data Report, Single District	Permanent	Permanent		4 Years	Permanent
C-1- A	1	Annual Report for Cal-SAFE Child Care Funding	Permanent	Permanent		4 Years	Permanent
St Software (J-22-A)	1	Annual Report for Gifted and Talented Programs	Permanent	Permanent		4 Years	Permanent
St Software (J-22-A)	1	Annual Report for Handicapped Pupils Attending an ROC/P	Permanent	Permanent		4 Years	Permanent
J-50-A	1	Annual Report for Special Education Master Plan	Permanent	Permanent		4 Years	Permanent
SACS - SEA (J-201SEA)	1	Special Education Revenue Allocation	Permanent	Permanent		4 Years	Permanent
SACS (J-200/300) (J-44)	1	Annual Report of Abatements of Expenditures	Permanent	Permanent		4 Years	Permanent
(J-43-A)	1	Annual Report of Accounts Receivable	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19C-A) (1-19 A) Suppl (County)	1	Annual Report of Attendance for County Superintendent of Schools for Education of Students in County Operated Community Schools and Master Plan for Special Education Programs	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A) (J-18-A Supp)	1	Annual Report of Attendance for High School Students Residing in the District	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A) (J-19-A Supp)	1	Annual Report of Attendance for High School Students Residing Outside the Reporting District if Tuition is Charged	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A) (J-19E-A)	1	Annual Report of Attendance for Jr. High School Grades 7 and 8 Only	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A) (J-18-A)	1	Annual Report of Attendance for Kindergarten and Elementary Pupils Residing in the District	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A) (J-18-A Supp)	1	Annual Report of Attendance for Kindergarten and Elementary Pupils Residing Outside the Reporting District if Tuition is Charged	Permanent	Permanent		4 Years	Permanent
St Software (J-22-A)	1	Annual Report of Attendance for Special Programs	Permanent	Permanent		4 Years	Permanent
B - A	1	Annual Report of Attendance for Students Enrolled in District Cal-SAFE Programs	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19-A)	1	Annual Report of Attendance for Students Residing in the District	Permanent	Permanent		4 Years	Permanent
J-43	1	Annual Report of Current Liabilities	Permanent	Permanent		4 Years	Permanent

Class 1 -Permanent Records Class 2 -Optional Records Class 3 -Disposable Records - - Feasibility to Microfilm at District Discretion

Accounting & Budget Records... continued

Form No (If Any)	Class	Record Title	Required Hard Copy Retention	Recommended Retention	Reason For Recommended Period	"If Imaged" Hard Copy Retention	"If Imaged" Media Retention
CD-9502	1	Attendance and Fiscal Reports for Alternative Payment and Child Protective Services Program	Permanent	Permanent		4 Years	Permanent
CD-9501	1	Attendance and Fiscal Report for Child Care and Development Program	Permanent	Permanent		4 Years	Permanent
CD-9500	1	Attendance and Fiscal Report for Child Development Program	Permanent	Permanent		4 Years	Permanent
CD-9501	1	Attendance and Fiscal Report for County Welfare Departments	Permanent	Permanent		4 Years	Permanent
CD-9516	1	Attendance and Fiscal Reports for School-age Community Child Care Programs	Permanent	Permanent		4 Years	Permanent
CD-9517	1	Attendance and Fiscal Report for School-age Community Child Development Programs Alternative Payment	Permanent	Permanent		4 Years	Permanent
CD-6507	1	Attendance and Fiscal Reports for School-age Parenting and Infant Development Programs	Permanent	Permanent		4 Years	Permanent
CD-1400	1	Attendance and Fiscal Reports for Special Programs for the Severely Handicapped	Permanent	Permanent		4 Years	Permanent
CD-8501	1	Attendance and Fiscal Report for State Preschool Programs	Permanent	Permanent		4 Years	Permanent
J-73-A1	3	Audio-Visual Worksheet for the County School Service Fund	3 Years	4 Years	Fiscal Accountability	--	
	1	Auditor's Report	Permanent	Permanent		4 Years	Permanent
	1	Audits for Child Development Programs Administered by Private Non-Profit and Public Agencies	Permanent	Permanent		4 Years	Permanent
	(a)	Bank Deposit Slips	(a)	1 Year	Audit Purposes	--	--
	3	Bank Reconciliation and Canceled Checks	3 Years	4 Years	Timing Fiscal Year	--	--
CD-9725 CD-2405	3	Budget Worksheet	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Cash Collection Reports	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Census Reports	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Certification of FTE for School Site Employees Performance Bonus and Certification Staff Performance Incentive Act Awards	3 Years	4 Years	Timing/Fiscal Year	--	--
J-67	1	Certification of Total Income, Attendance and Transportation for Development Centers for Handicapped Pupils	Permanent	Permanent		4 Years	Permanent
St Software (J-18/19CH/E	1	Charter School Educationally Disadvantaged Pupil Data	Permanent	Permanent		4 Years	Permanent
J-4	1	Claim for Reimbursement for County School Service Fund	Permanent	Permanent		4 Years	Permanent
A-1, A-3, VE-5	1	Claim for Reimbursement of Federal Vocational Education Funds	Permanent	Permanent		4 Years	Permanent
J-51	1	Classes for Adults Cost Data Report	Permanent	Permanent		4 Years	Permanent
VEA-30	2	Combined Application for VEA Funds, TitleIIA, TitleIIB, Title III B; including Vocational Education Projected Program Inventory System	5 Years	6 Years	(A)	--	--
	1	Commercial Warrant Register	Permanent	Permanent		4 Years	Permanent
J-66	1	Cost Data Report for the Development Center for Handicapped Pupils Programs	Permanent	Permanent		4 Years	Permanent
	2	County AFDC Report	4 Years	4 Years	--	--	
J-73	1	County School Service Fund I. Financial Report II. Final Budget III. Preliminary Budget	Permanent	Permanent		4 Years	Permanent

Class 1 -Permanent Records Class 2 -Optional Records Class 3 -Disposable Records - - Feasibility to Microfilm at District Discretion

(A) - Final Audit - ref: Voc Ed Financial Report and Claim for Funds

Accounting & Budget Records... continued

Form No (If Any)	Class	Record Title	Required Hard Copy Retention	Recommended Retention	Reason For Recommended Period	**If Imaged** Hard Copy Retention	**If Imaged** Media Retention
J-12	1	Instructional Television Program Cost Data Report	Permanent	Permanent		4 Years	Permanent
SACS (J-251)	1	Interim Financial Reports	Permanent	Permanent		4 Years	Permanent
	3	Investment Records	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Invoices, District - Outgoing	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Invoices, Vendor's	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Journals -All Funds	3 Years	4 Years	Fiscal Accountability	--	--
	3	Journal Vouchers	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Ledgers -All Funds	3 Years	Permanent	Fiscal Accountability	--	
	1	Mentor Teacher Financial Report	Permanent	Permanent		4 Years	Permanent
J-9 MH-A	1	Morgan-Hart Program to Reduce Class Size in Grade 9 Report of Enrollment	Permanent	Permanent		4 Years	Permanent
SACS (J-380 580)	1	National Public Education Financial Matrix Survey	Permanent	Permanent		4 Years	Permanent
J-31	1	Notification of Intent to Direct Order Instructional Materials Using State Instructional Materials Allowance	Permanent	Permanent		4 Years	Permanent
J-30	1	Notification of Intent to Utilize the State Credit System Instructional Materials Fund	Permanent	Permanent		4 Years	Permanent
	3	Petty Cash Payments Memo	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	Preliminary Revenue Limit	3 Years	4 Years	Timing/Fiscal Year	--	--
CD-2921	3	Preschool Incentive Grant Application	3 Years	4 Years	Timing/Fiscal Year	--	--
SACS-PCR (J-380)	1	Program Cost Report	Permanent	Permanent		4 Years	Permanent
SACS-PCRAF (J-380)	1	Program Cost Report - Allocation Factors	Permanent	Permanent		4 Years	Permanent
	2	Prior Year Conversion K-8 IMF Direct Order Districts	4 Years	5 Years	Final Audit	--	--
SACS (J-380)	1	Prior Year Expenditures by Object Matrix Within Program for General Fund	Permanent	Permanent		4 Years	Permanent
	1	Program Application and Financial Report (Mentor Teacher)	Permanent	Permanent		4 Years	Permanent
A-127-D	1	Program Financial Report (Staff Development Projects)	Permanent	Permanent		4 Years	Permanent
	3	Purchase Orders - Board Copy	3 Years	4 Years	Fiscal Accountability	--	--
	3	Receipts - District Collections	3 Years	4 Years	Timing/Fiscal Year	--	--
J-73.1	1	Report of Accounts Receivable	Permanent	Permanent		4 Years	Permanent
J-152	1	Report of Attendance and Cost of Educating Adults in County Correctional Facilities	Permanent	Permanent		4 Years	Permanent
J-65	1	Report of Attendance for Development Centers for the Handicapped	Permanent	Permanent		4 Years	Permanent
J-73.2	1	Report of Current Liabilities	Permanent	Permanent		4 Years	Permanent
J-22.2C	1	Report of Driver Training Vehicles or Simulators	Permanent	Permanent		4 Years	Permanent
J-111-A	1	Report of Individual Class Sessions as Required by Education Code Section 41374	Permanent	Permanent		4 Years	Permanent
	2	Report of Interest Earned on Instructional Materials (Direct Order Districts)	4 Years	5 Years	Final Audit	--	--
J-29.1	1	Report of "Miscellaneous" Funds	Permanent	Permanent		4 Years	Permanent
J-35	1	Report of Necessary Small High Schools	Permanent	Permanent		4 Years	Permanent
J-20-P1	1	Report of Necessary Small Schools	Permanent	Permanent		4 Years	Permanent
J-20-P2	1	Report of Necessary Small Schools	Permanent	Permanent		4 Years	Permanent
St Software (J-7)	1	Report of Regular Day Classes and Enrollment for Kindergarten and Elementary Grades	Permanent	Permanent		4 Years	Permanent
J-22.26	1	Report of Replaced Driver Training Vehicles or Simulators Used Exclusively for Driver Training	Permanent	Permanent		4 Years	Permanent

Class 1 -Permanent Records Class 2 -Optional Records Class 3 -Disposable Records - - Feasibility to Microfilm at District Discretion

Contracts

Form No. (If Any)	Class	Record Title	Required Hard Copy Retention	Recommended Retention	Reason For Recommended Period	**If Imaged** Hard Copy Retention	**If Imaged** Media Retention
	2	Bids - Educational and Data Processing, Insurance, Large (Dollar) Equipment Purchases, Security, Crossing Guards, Transportation, and Portable Buildings	5 Years	5 Years	(A)	--	-
*	2	Contracts (All)	5 Years	5 Years	(A)	--	--
	3	Insurance Policies and Endorsements (Closed or Terminated)	3 Years	4 Years	Timing/Fiscal Year	--	--
	2	Vendor's Files	5 Years	5 Years	(A)	--	--
Class 1 -Permanent Records Class 2 -Optional Records Class 3 -Disposable Records - - Feasibility to Microfilm at District Discretion							

SUNRISE Ford

16005 VALLEY BLVD., FONTANA, CA 92335
FLEET OFFICE (909) 350-3043 FLEET FAX (909) 822-4199

FLEET VEHICLE PURCHASE INVOICE

SOLD TO Etiwanda School District
6061 East Ave.
Etiwanda CA. 91739
PHONE Mike Higgins
P.O. # x 251218

DATE 09/05/2024

YEAR 2024 MAKE Ford MODEL F-150
VIN 1FTEW2K54RKD16401 STOCK NUMBER FR0678

TERMS:

NET 0 DAYS NET DUE $ $55,064.29

MUST BE RECEIVED NO LATER THAN _____

DELIVERY RECEIPT:
I ACKNOWLEDGE THE RECEIPT OF THE ABOVE VEHICLE:

SIGNATURE 9/6/24 DATE

F-150 Crew Cab, Gas 5.0l, 5 1/2' bed
FORD FLEET #

With Drop in bedliner and Bak Revolver
RESALE #

out of stock unit, see window sticker
R.S. #

Mike Higgins Contact
BID #

Matt Charland (951)288-2451
FLEET MANAGER & NUMBER

MAKE CHECKS PAYABLE TO:
SUNRISE FORD
16005 VALLEY BLVD.
FONTANA, CA 92335

PRICE	$50,980.00 + 85 = 51,065
TAX	$3,957.54
LIC. FEE	$41.75
DOC. FEE	$85.00
TOTAL	$55,064.29
LESS TRADE	
LESS DOWN	
NET DUE	$55,064.29

7. I.

SUNRISE Ford

16005 VALLEY BLVD., FONTANA, CA 92335
FLEET OFFICE (909) 350-3043 FLEET FAX (909) 822-4199

FLEET VEHICLE PURCHASE INVOICE

SOLD TO Etiwanda School District
6061 East Ave.
Etiwanda CA. 91739
PHONE Mike Higgins
P.O. # x 251217

DATE 09/05/2024

SEP 1 3 2024

YEAR 2024 MAKE Ford MODEL F-150
VIN 1FTEX2KP2RKD75414 STOCK NUMBER FR1751

TERMS:

NET 0 DAYS NET DUE $ $50,258.64

MUST BE RECEIVED NO LATER THAN _____

DELIVERY RECEIPT:
I ACKNOWLEDGE THE RECEIPT OF THE ABOVE VEHICLE:

SIGNATURE 9/6/24 DATE

F-150 Super Cab, Gas 2.7L, 6 1/2' bed
FORD FLEET #
No add ons.
RESALE #
out of stock unit, see window sticker
R.S. #
Mike Higgins Contact
BID #
Matt Charland (951)288-2451
FLEET MANAGER & NUMBER

MAKE CHECKS PAYABLE TO:
SUNRISE FORD
16005 VALLEY BLVD.
FONTANA, CA 92335

PRICE	$46,520.00 + 85 = 46,605
TAX	$3,611.89
LIC. FEE	$41.75
DOC. FEE	$85.00
TOTAL	$50,258.64
LESS TRADE	
LESS DOWN	
NET DUE	$50,258.64

CLERK'S CERTIFICATE

I, Matthew Gordon, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item XXXX.*(Approval of purchase of 2 Ford F-150 trucks from Sunrise Ford)* that was duly passed, approved and adopted at a regular meeting place thereof on the 3rd day of October 2024, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 3, 2024

_____
Clerk of the Board of Trustees
of the Etiwanda School District

Board Approved

JAN 26 2023

Doug Claflin

Board Resolution No. 2223-23

Etiwanda School District
San Bernardino County, California

Regarding the Purchase of White Fleet Vehicles Beyond Normal Bid Limits

WHEREAS, the Etiwanda School District has the need to purchase new White Fleet Vehicles to replace aging vehicles it its current fleet.

WHEREAS, the New Vehicle Dealers are not currently responding to requests for proposals for new White Fleet Vehicles and the District received no response to its Public Notice inviting Vendors to submit a Letter of Interest to participate in future public bids for White Fleet Vehicles.

WHEREAS, the Public Contract code Section 20111(a)(e) provides a bid threshold limit for the purchase of equipment, as annually adjusted by the Superintendent of Public Instruction, of $109,300.00 for 2023.

WHEREAS, ongoing supply chain issues have limited the availability of new vehicles and lead to significant increases in the purchase price for new vehicles that would exceed the established bid limits.

NOW THEREFORE, be it resolved that:

1. The District will establish a White Fleet Vehicle Replacement Program.
2. The District will establish an annual budget for the replacement White Fleet Vehicles.
3. The District will forego the bid limits established in the Public Contract Code and proceed with its White Fleet Vehicle Replacement Program and purchase new White Fleet Vehicles by obtaining quotes from established local New Vehicle Dealerships.
4. This resolution will be in effect for a term of Three (3) years and will expire on January 26, 2026.
5. The District will evaluate market conditions annually for the term of this resolution and will return to following the requirements of the Public Contract Code once market conditions allow for the competitive public bidding for White Fleet Vehicles.

Passed and Adopted, by the Board of Trustees of the Etiwanda School District, San Bernardino, County, State of California, on January 26, 2023.

Certification of Secretary

I, Charlayne Sprague, do hereby certify that the above resolution appearing in the minutes of the Board meeting held on January 26, 2023, at the District Administration Site, 6061 East

Avenue, Etiwanda, California, entitled Resolution No. 2223-23 - Purchase of White Fleet Vehicles Beyond Normal Bid Limits, is a true, correct, and compared copy of the original resolution adopted at said meeting, which Resolution is on file and on record and appears in the minutes of said meeting.

Witness my hand this 26 day of January, 2023.

BOARD OF TRUSTEES
ETIWANDA SCHOOL DISTRICT

Charlayne Sprague
Secretary of the Board

HEALTH SERVICES COORDINATOR

DEFINITION

Under the direction of the Assistant Superintendent of Instruction/Pupil Services: to assist in providing leadership in developing and implementing the basic health services program in the district; to assist with developing policies and procedures for health services; to evaluate the health status of students; to assist in the evaluation of the health services program; to assist in the coordination of nursing and medical procedures required by students with special medical needs; to provide instruction in health practices, first aid and other related subjects; including nursing and medical procedures required by students while at school; to serve as a resource pertaining to student health management strategies and welfare and attendance problems and concerns; to serve on the Superintendent's Wellness Committee; and to do other related functions as required.

DISTINGUISHING CHARACTERISTICS

This position classification requires expertise in subject matter commonly associated with school and public health services, knowledge and skills and leadership capabilities that will provide assistance in the organization and implementation of the health services program. Responsible and directly related nursing and health provider experience is required to perform problem analysis using widely prescribed principals and concepts. The position classification performs decision analysis and makes decisions of considerable consequence, requiring the application and interpretation of data, facts, procedures and policies. The incumbent meets frequently with district administrators, school administrators, teachers, internal staff and members of the community to communicate information, data, and solutions to health related situations and procedural problems. This is a predominantly sedentary position classification and performs light work that involves sitting, but does require walking and standing for extended periods. This position requires accurate perceiving of sound, near and far vision, depth perception, handling and working with materials and objects, providing oral and written information and providing leadership in the organization and implementation of the district health service program.

EXAMPLES OF DUTIES (E = essential duties)

Perform a variety of functions, including organization and implementation, and activities pertaining to communicable disease prevention and control. E

Collect, organize and analyze student health information and provide teachers, school administrative personnel and health services personnel with student health alert detail. E

Provide counsel and guidance to pupils and the school staff pertaining to individual student health needs as determined by health appraisals and standards of growth and development. E

Organize, conduct or assist with of vision and hearing screening in compliance with legal mandates, policies and regulations. E

Coordinate the mandated pupil immunization program, including participation in parent information and referral programs. E

Serve as a resource to site and District personnel, and members of the school community. E

Meet, confer, and counsel with parents, school personnel, and members of various youth serving agencies in developing alternative solutions to student health issues, problems and concerns. E

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EXAMPLES OF DUTIES (Continued)

Assist in the development and monitoring of the health service portion of individual education plans for students with exceptional needs. E

Oversee medication policy. Administer and supervise the use of prescribed medications and medical treatment to students, and develop policies as needed. E

Administer and oversee food allergy program. E

Administer, supervise and coordinate diabetic management protocols. E

Supervise and provide emergency care and crisis intervention for health and injuries problems at school sites. E

Coordinate health services planning for field trips, and for sixth-grade science camp. E

Coordinate with the Instruction and Pupil Personnel Department and the school principals for child abuse/neglect reporting, as well as First Aid, CPR and Blood Borne Pathogens training. E

Train health personnel and sub health personnel at the school sites. E

Coordinate training for district employees who are responsible to supervise students with medical or hygiene needs. E

Train school nurses. E

Consult, provide leadership, and serve as a resource person to teachers and administrators in comprehensive health education, including family life and HIV/AIDS education. E

Maintain a liaison with social service and health service agencies in pursuing health referral follow-ups. E

Pursue evaluation and research activities to determine the health service program effectiveness. E

Assist in the planning, development, and implementation of strategies to provide for health service emergencies. E

Assist in identifying health service program needs, and participates in developing school health instructional programs. E

Establish, maintain, and monitor the maintenance of a variety of files and records pertaining to student services, and related matters. E

Assist in dealing with health related student behavior management problems, and in resolving welfare and attendance problems and concerns. E

Plan, develop, and present, as requested, a variety of management related reports pertaining to the health service functions and activities. E

Identifies and recommends school health priorities. E

Assists in the preparation of the school nursing assignment schedule. E

Maintains knowledge of state and federal laws related to school health services. E

Coordinates the purchase and replacement of nursing supplies, and District health-related supplies. E

Assists in the interpretation of the school health service program to the community. E

Assist in the coordination and implementation of the health education and health services program. E

Performs other related duties as assigned by the Assistant Superintendent of Instruction and Pupil Services. E

Assist in the planning, development, and implementation of strategies to provide for the health of District students, staff, and community while serving on Superintendent's Wellness Committee. E

Organize, consult, provide leadership, and serve as a resource person to participants of the MAA and LEA Billings Options Programs. E

Coordinates the District's Disaster Committee. E

Serves on the OSHA Compliance Committee and the district's Safety Committee. E

Assists with the district's Injury Illness Prevention Program. E

Coordinate and manage placement of health services personnel, including substitute and short-term placements.

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ETIWANDA SCHOOL DISTRICT

HEALTH SERVICES COORDINATOR

QUALIFICATIONS GUIDE

KNOWLEDGE OF:

Principles, methods, techniques, strategies, and trends in educational health services;
Applicable health appraisal methods, techniques, and procedures;
Social service and health service agencies in the local area;
Social, emotional, and behavioral characteristics of student clients;
Health services program evaluation and research techniques, strategies, and procedures;
Appropriate curriculum and instructional programs pertaining to student health education;
Leadership methods and strategies required to assist in organizing and implementing the district health services program.

ABILITY TO:

Assist students in effectively dealing with health issues, problems, and concerns;
Effectively work with site and District personnel, parents, social service, and youth service agencies in resolving student health problems and concerns;
Effectively participate in the planning and implementation of health instructional processes;
Communicate effectively in oral and written form, and as required by the assignment, utilize a second language;
Understand and carry out oral and written directions with minimal accountability controls;
Establish and maintain effective organizational, public, and community relationships;
Operate effectively all office equipment used in the performance of the duties of the position;
Provide the necessary leadership to assist and organizing and implementing the district health services program;
Relate positively and proactively to personnel, parents and students in conflict situations.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and skill is qualifying. A typical way to obtain the required knowledge and skill would be:

Experience:
Five years of successful nursing experience, preferably in a school or public health setting.

Education:
A Bachelor of Science degree in Nursing.

CERTIFICATION REQUIREMENTS

Possession of a valid California Registered Nurse license.
Possession of an appropriate California School Nurse Credential.

LICENSE REQUIREMENT

Possession of a valid Motor Vehicle Operator's License.

Condition of employment:

Insurability by the agency's liability insurance carrier.

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HEALTH SERVICES COORDINATOR (continued)

DESIRED QUALIFICATIONS

Possession of an appropriate Administrative Services Credential.

WORKING CONDITIONS

1. School environment including classrooms, office, and playground.
2. Some exposure to weather when supervising students.
3. Walking, sitting, standing, lifting, reaching, kneeling, bending and other physical activities.
4. Incumbents may be exposed to hostile or abusive individuals.
5. Exposure to blood or other potentially infectious materials, tasks and procedures.
6. The employee must be able to work effectively under a variety of stress levels and meet the physical and mental requirements of a rigorous work schedule.
7. Must be able to lift up to 50 pounds on occasion.
8. To perform this job successfully an individual must be able to perform each essential duty in a satisfactory manner.
9. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Board Approved Revision
10.3.2024
10.5.2023
4.12.2018

REVISED

HEALTH SERVICES COORDINATOR

DEFINITION

Under the direction of the Assistant Superintendent of Instruction/Pupil Services: to assist in providing leadership in developing and implementing the basic health services program in the district; to assist with developing policies and procedures for health services; to evaluate the health status of students; to assist in the evaluation of the health services program; to assist in the coordination of nursing and medical procedures required by students with special medical needs; to provide instruction in health practices, first aid and other related subjects; including nursing and medical procedures required by students while at school; to serve as a resource pertaining to student health management strategies and welfare and attendance problems and concerns; to serve on the Superintendent's Wellness Committee; and to do other related functions as required.

DISTINGUISHING CHARACTERISTICS

This position classification requires expertise in subject matter commonly associated with school and public health services, knowledge and skills and leadership capabilities that will provide assistance in the organization and implementation of the health services program. Responsible and directly related nursing and health provider experience is required to perform problem analysis using widely prescribed principals and concepts. The position classification performs decision analysis and makes decisions of considerable consequence, requiring the application and interpretation of data, facts, procedures and policies. The incumbent meets frequently with district administrators, school administrators, teachers, internal staff and members of the community to communicate information, data, and solutions to health related situations and procedural problems. This is a predominantly sedentary position classification and performs light work that involves sitting, but does require walking and standing for extended periods. This position requires accurate perceiving of sound, near and far vision, depth perception, handling and working with materials and objects, providing oral and written information and providing leadership in the organization and implementation of the district health service program.

EXAMPLES OF DUTIES (E = essential duties)

Perform a variety of functions, including organization and implementation, and activities pertaining to communicable disease prevention and control. E

Collect, organize and analyze student health information and provide teachers, school administrative personnel and health services personnel with student health alert detail. E

Provide counsel and guidance to pupils and the school staff pertaining to individual student health needs as determined by health appraisals and standards of growth and development. E

Organize, conduct or assist with of vision and hearing screening in compliance with legal mandates, policies and regulations. E

Coordinate the mandated pupil immunization program, including participation in parent information and referral programs. E

Serve as a resource to site and District personnel, and members of the school community. E

Meet, confer, and counsel with parents, school personnel, and members of various youth serving agencies in developing alternative solutions to student health issues, problems and concerns. E

MARK UP

ETIWANDA SCHOOL DISTRICT

HEALTH SERVICES COORDINATOR

EXAMPLES OF DUTIES (Continued)

Assist in the development and monitoring of the health service portion of individual education plans for students with exceptional needs. E

Oversee medication policy. Administer and supervise the use of prescribed medications and medical treatment to students, and develop policies as needed. E

Administer and oversee food allergy program. E

Administer, supervise and coordinate diabetic management protocols. E

Supervise and provide emergency care and crisis intervention for health and injuries problems at school sites. E

Coordinate health services planning for field trips, and for sixth-grade science camp. E

Coordinate with the Instruction and Pupil Personnel Department and the school principals for child abuse/neglect reporting, as well as First Aid, CPR and Blood Borne Pathogens training. E

Train ~~and supervise~~ health personnel and sub health personnel at the school sites. E

Coordinate training for district employees who are responsible to supervise students with medical or hygiene needs. E

Train~~, supervise, and evaluate~~ school nurses. E

Consult, provide leadership, and serve as a resource person to teachers and administrators in comprehensive health education, including family life and HIV/AIDS education. E

Maintain a liaison with social service and health service agencies in pursuing health referral follow-ups. E

Pursue evaluation and research activities to determine the health service program effectiveness. E

Assist in the planning, development, and implementation of strategies to provide for health service emergencies. E

Assist in identifying health service program needs, and participates in developing school health instructional programs. E

Establish, maintain, and monitor the maintenance of a variety of files and records pertaining to student services, and related matters. E

Assist in dealing with health related student behavior management problems, and in resolving welfare and attendance problems and concerns. E

Plan, develop, and present, as requested, a variety of management related reports pertaining to the health service functions and activities. E

Identifies and recommends school health priorities. E

Assists in the preparation of the school nursing assignment schedule. E

Maintains knowledge of state and federal laws related to school health services. E

Coordinates the purchase and replacement of nursing supplies, and District health-related supplies. E

Assists in the interpretation of the school health service program to the community. E

Assist in the coordination and implementation of the health education and health services program. E

Performs other related duties as assigned by the Assistant Superintendent of Instruction and Pupil Services. E

Assist in the planning, development, and implementation of strategies to provide for the health of District students, staff, and community while serving on Superintendent's Wellness Committee. E

Organize, consult, provide leadership, and serve as a resource person to participants of the MAA and LEA Billings Options Programs. E

Coordinates the District's Disaster Committee. E

Serves on the OSHA Compliance Committee and the district's Safety Committee. E

Assists with the district's Injury Illness Prevention Program. E

Coordinate and manage placement of health services personnel, including substitute and short-term placements.

ETIWANDA SCHOOL DISTRICT

HEALTH SERVICES COORDINATOR

QUALIFICATIONS GUIDE

KNOWLEDGE OF:

Principles, methods, techniques, strategies, and trends in educational health services;
Applicable health appraisal methods, techniques, and procedures;
Social service and health service agencies in the local area;
Social, emotional, and behavioral characteristics of student clients;
Health services program evaluation and research techniques, strategies, and procedures;
Appropriate curriculum and instructional programs pertaining to student health education;
Leadership methods and strategies required to assist in organizing and implementing the district health services program.

ABILITY TO:

Assist students in effectively dealing with health issues, problems, and concerns;
Effectively work with site and District personnel, parents, social service, and youth service agencies in resolving student health problems and concerns;
Effectively participate in the planning and implementation of health instructional processes;
Communicate effectively in oral and written form, and as required by the assignment, utilize a second language;
Understand and carry out oral and written directions with minimal accountability controls;
Establish and maintain effective organizational, public, and community relationships;
Operate effectively all office equipment used in the performance of the duties of the position;
Provide the necessary leadership to assist and organizing and implementing the district health services program;
Relate positively and proactively to personnel, parents and students in conflict situations.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and skill is qualifying. A typical way to obtain the required knowledge and skill would be:

Experience:
Five years of successful nursing experience, preferably in a school or public health setting.

Education:
A Bachelor of Science degree in Nursing.

CERTIFICATION REQUIREMENTS

Possession of a valid California Registered Nurse license.
Possession of an appropriate California School Nurse Credential.

LICENSE REQUIREMENT

Possession of a valid Motor Vehicle Operator's License.

Condition of employment:

Insurability by the agency's liability insurance carrier.

MARKUP

HEALTH SERVICES COORDINATOR (continued)

DESIRED QUALIFICATIONS

Possession of an appropriate Administrative Services Credential.

WORKING CONDITIONS

1. School environment including classrooms, office, and playground.
2. Some exposure to weather when supervising students.
3. Walking, sitting, standing, lifting, reaching, kneeling, bending and other physical activities.
4. Incumbents may be exposed to hostile or abusive individuals.
5. Exposure to blood or other potentially infectious materials, tasks and procedures.
6. The employee must be able to work effectively under a variety of stress levels and meet the physical and mental requirements of a rigorous work schedule.
7. Must be able to lift up to 50 pounds on occasion.
8. To perform this job successfully an individual must be able to perform each essential duty in a satisfactory manner.
9. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Board Approved Revision
10.3.2024
10.5.2023
4.12.2018

4030 Nondiscrimination in Employment

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

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

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

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

Unless otherwise provided for in law, the District may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has non-psychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the District retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

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

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

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

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

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

    a. Sex discrimination as specified in Board Policy and Administrative Regulation 4519.11 – Sex Discrimination and Sex-Based Harassment.

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4030 Nondiscrimination in Employment (continued)

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

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

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

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision making.

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

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

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4519.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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

The Superintendent or designee shall use all appropriate means to reinforce the District's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the District's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review

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4030 Nondiscrimination in Employment (continued)

the District's employment practices and, as necessary, shall take action to ensure District compliance with the nondiscrimination laws.

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

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

Board Approved:
October 3, 2024, April 27, 2023
September 12, 2019, July 14, 2016
August 22, 2013, July 19, 2012
September 9, 2010, August 19, 2004

REVISED

4030 Nondiscrimination in Employment

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

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

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

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

Unless otherwise provided for in law, the District may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the District retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

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

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

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

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

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

    a. Sex discrimination as specified in Board Policy and Administrative Regulation 4519.11 – Sex Discrimination and Sex-Based Harassment. ~~based on an employee's pregnancy,~~

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4030 Nondiscrimination in Employment (continued)

~~childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status.~~

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

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

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

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision making.

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

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

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4519.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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

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4030 Nondiscrimination in Employment (continued)

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

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

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

Board Approved:
October 3, 2024, April 27, 2023
September 12, 2019, July 14, 2016
August 22, 2013, July 19, 2012
September 9, 2010, August 19, 2004

MARK UP

AR 4030 Nondiscrimination in Employment

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the District shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administration Regulation 4519.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The District designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the District's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the District's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Personnel Services
6061 East Avenue, Etiwanda CA 91739
(909) 899-2451
personnel@etiwanda.org

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in District employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the District has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the District's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information by: (5 CCR 4960; 34 CFR 100.6, 106.8)

   a. Including them in each announcement, bulletin, or application form that is used in employee recruitment.

   b. Posting them in all District schools and offices, including staff lounges and other prominent locations.

   c. Posting them on the District's web site and providing easy access to them through District-supported social media, when available.

3. Disseminate the District's nondiscrimination policy and administrative regulations to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return.

   b. Sending a copy via email with an acknowledgment return form.

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AR 4030 Nondiscrimination in Employment (continued)

c. Posting a copy on the District intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies (Annual Staff Notifications).

d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session.

e. Any other way that ensures employees receive and understand the policy.

4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)

   a. The district does not discriminate on the basis of sex in any education program or activity that it operates.

   b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights.

   c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator.

   d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints.

   e. How to report conduct that may constitute sex discrimination under Title IX.

   f. How to make a complaint of Title IX sex discrimination.

   If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

   The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

5. Provide information regarding the District's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made.

6. Periodically review the District's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure District compliance with law and Board Policy 4111 – Recruitment and Selection.

7. For any District facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

REVISED

AR 4030 Nondiscrimination in Employment (continued)

Complaint Procedure

Any complaint alleging discrimination or harassment may be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant who is an employee may inform a direct supervisor, another supervisor, the coordinator, or the Superintendent. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

   The complainant may file a written complaint in accordance with this procedure, or if they are an employee, may first attempt to resolve the situation informally with their supervisor.
   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete. The coordinator shall meet with the complainant to describe the District's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, they shall begin the investigation immediately. The coordinator may, with concurrence of the Superintendent, retain an outside investigator to conduct the investigation. As part of this investigation, the coordinator or other investigator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out the investigation or to protect employee safety, the coordinator or investigator may discuss the complaint with the Superintendent or designee, District legal counsel, or the District's risk manager.

REVISED

AR 4030 Nondiscrimination in Employment (continued)

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Corrective Action: In most cases, within 30 business days after receiving the complaint, the coordinator or investigator shall conclude the investigation and prepare a written report of findings. This timeline may be extended for good cause depending on the nature of the complaint and the complexity of the investigation.
   If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report or a separate document shall recommend or describe any corrective action(s) that have been or should be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complaint, and ensure that retaliation or further discrimination or harassment does not occur.

   The report or a summary of the report/findings shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. Appeal to the Governing Board: The complainant or person accused may appeal any findings to the Governing Board within 10 calendar days of receiving the written report of the coordinator's findings. The Board may accept the decision without hearing the complaint. If the Board determines to hear the appeal, all parties to the Complaint may be asked to attend a board meeting in order to clarify the issues. If the appealing party does not attend the meeting after receiving notice of the date and time of the meeting, the Board may decide not to hear the matter. Statements by the parties to the Board shall be subject to time limits as determined by the Board. Any complaint against a District employee shall be addressed in closed session in accordance with law. The parties will be advised in writing of the Board's decision to uphold, modify, or reject the decision, herein. The decision of the Board shall be final.

Other Remedies

In addition to filing a discrimination or harassment complaint with the District, a person may file a complaint with either the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s). (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5)

REVISED

AR 4030 Nondiscrimination in Employment (continued)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act.
(29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034 (Labor Code 1034).

Board Approved:
October 3, 2024
April 27, 2023, February 27, 2020
January 19, 2017, August 19, 2004

REVISED

AR 4030 Nondiscrimination in Employment

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the District shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administration Regulation 4519.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The District designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the District's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the District's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Personnel Services

6061 East Avenue, Etiwanda CA 91739

(909) 899-2451

personnel@etiwanda.org

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in District employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the District has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department (CRD) ~~of Fair Employment and Housing (DFEH)~~ posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the District's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information by: (5 CCR 4960; 34 CFR 100.6, 106.89)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment.

    b. Posting them in all District schools and offices, including staff lounges and other prominent locations.

    c. Posting them on the District's web site and providing easy access to them through District-supported social media, when available.

3. Disseminate the District's nondiscrimination policy and administrative regulations to all employees by one or more of the following methods: (2 CCR 11023)

    a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return.

    b. Sending a copy via email with an acknowledgment return form.

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AR 4030 Nondiscrimination in Employment (continued)

c. Posting a copy on the District intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies (Annual Staff Notifications).

d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session.

e. Any other way that ensures employees receive and understand the policy.

4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)

a. The district does not discriminate on the basis of sex in any education program or activity that it operates.

b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights.

c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator.

d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints.

e. How to report conduct that may constitute sex discrimination under Title IX.

f. How to make a complaint of Title IX sex discrimination.

If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

~~4.~~5. Provide information regarding the District's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made.

~~5.~~6. Periodically review the District's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure District compliance with law and Board Policy 4111 – Recruitment and Selection.

~~6.~~7. For any District facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

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AR 4030 Nondiscrimination in Employment (continued)

Complaint Procedure

~~Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4519.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.~~

Any ~~other~~ complaint ~~by an employee or job applicant~~ alleging discrimination or harassment may be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant who is an employee may inform a direct supervisor, another supervisor, the coordinator, or the Superintendent. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

   The complainant may file a written complaint in accordance with this procedure, or if they are an employee, may first attempt to resolve the situation informally with their supervisor.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of ~~promptly after~~ receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete. The coordinator shall meet~~communicate~~ with the complainant to describe the District's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, they shall begin the investigation immediately. The coordinator may, with concurrence of the Superintendent, retain an outside investigator to conduct the investigation. As part of this investigation, the coordinator or other investigator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

MARKUP

AR 4030 Nondiscrimination in Employment (continued)

When necessary to carry out the investigation or to protect employee safety, the coordinator or investigator may discuss the complaint with the Superintendent or designee, District legal counsel, or the District's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Corrective Action: In most cases, within 30 business days after receiving the complaint, the coordinator or investigator shall conclude the investigation and prepare a written report of findings. This timeline may be extended for good cause~~as needed,~~ depending on the nature of the complaint and the complexity of the investigation.

   If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report or a separate document shall recommend or describe any corrective action(s) that have been or should be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complaint~~correct the effect on the complainant~~, and ensure that retaliation or further discrimination or harassment does not occur.

   The report or a summary of the report/findings shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. Appeal to the Governing Board: The complainant or person accused may appeal any findings to the Governing Board within 10 calendar days of receiving the written report of the coordinator's findings. The Board may accept the decision without hearing the complaint. If the Board determines to hear the appeal, all parties to the Complaint may be asked to attend a board meeting in order to clarify the issues. If the appealing party does not attend the meeting after receiving notice of the date and time of the meeting, the Board may decide not to hear the matter. Statements by the parties to the Board shall be subject to time limits as determined by the Board. Any complaint against a District employee shall be addressed in closed session in accordance with law. The parties will be advised in writing of the Board's decision to uphold, modify, or reject the decision, herein. The decision of the Board shall be final.

Other Remedies

In addition to filing a discrimination or harassment complaint with the District, a person may file a complaint with either the California Civil Rights Department (CRD)~~of Fair Employment and Housing (DFEH)~~ or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with ~~DFEH~~ CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s). (42 USC 2000e-5)

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AR 4030 Nondiscrimination in Employment (continued)

3. For filing a complaint with EEOC after first filing a complaint with CRD ~~DFEH~~, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034 (Labor Code 1034).

Board Approved:
October 3, 2024
April 27, 2023, February 27, 2020
January 19, 2017, August 19, 2004

MARK UP

4033 Lactation Accommodation

The Board of Trustees recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any District employee to express milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee for seeking accommodation to express breast milk for an infant child while at work.

An employee shall notify the employees' supervisor or other appropriate personnel in advance of their intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed the supervisor shall address scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law.
(Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The District shall include this policy in its employee handbook or in any set of policies that the District makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave.
(Labor Code 1034)

Break Time and Location Requirements
The District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed.

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements:
(Labor Code 1031; 29 USC 218d; 34CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is expressing milk.

2. Is safe, clean and free of hazardous materials, as defined in Labor Code 6382.

3. Contains a place to sit and a surface to place a breast pump and personal items.

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4033 Lactation Accommodation (continued)

4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace.

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Board Approved:
October 3, 2024
February 27, 2020
January 19, 2012

REVISED

4033 Lactation Accommodation

The ~~Governing~~ Board of Trustees recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any District employee to express milk for an infant child upon ~~her~~ returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee for seeking accommodation to express breast milk for an infant child while at work.

An employee shall notify the employees' supervisor or other appropriate personnel in advance of their intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed the supervisor shall address scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law.
(Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The District shall include this policy in its employee handbook or in any set of policies that the District makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave.
(Labor Code 1034)

Break Time and Location Requirements

The District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d~~07~~)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed.

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements:
(Labor Code 1031; 29 USC 218d; 34CFR 106.57~~207~~)

1. Is shielded from view and free from intrusion while the employee is expressing milk.
2. Is safe, clean and free of hazardous materials, as defined in Labor Code 6382.
3. Contains a place to sit and a surface to place a breast pump and personal items.

MARK UP

4033 Lactation Accommodation (continued)

4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace.

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Board Approved:
October 3, 2024
February 27, 2020
January 19, 2012

MARKUP

4519.11 Sex Discrimination and Sex-Based Harassment

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonable may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation.

2. Publicizing and disseminating the district's sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply.

3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units.

4. Ensuring prompt, thorough, fair and equitable investigation of complaints through appropriate state and/or federal procedures.

5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

Reports and Complaints

Any district employee who has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator.
(34 CFR 106.2, 106.44)

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44).

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complaint and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4519.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

REVISED

4519.11 Sex Discrimination and Sex-Based Harassment (continued)

Upon investigation of a sex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

The designated Title IX Coordinator for the district is the Director of Pupil Services.

Board Approved:
October 3, 2024, August 25, 2022
July 22, 2021, September 10, 2020
July 25, 2018, January 19, 2017
July 24, 2008, June 21, 2007
July 20, 2006, August 19, 2004

REVISED

4519.11 ~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. ~~The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any persons who complain, testifies or otherwise participates in the complaint process established for the purpose of this policy.~~ The Board prohibits sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees.

Additionally, the Board prohibits retaliatory behavior or action aganst any person who complains or testifies about conduct that reasonable may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sex discrimination and sex-based harassment, ~~sexual harassment,~~ including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation.

2. Publicizing and disseminating the district's sex discrimination and sex-based harassment ~~sexual harassment~~ policy to employees and others to whom the policy may apply.

~~2.~~3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units.

~~3.~~4. Ensuring prompt, thorough, ~~and~~ fair and equitable investigation of complaints through appropriate state and/or federal procedures.

~~4.~~5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

~~District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee, shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.~~

Reports and Complaints

Any district employee who has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.2, 106.44)

MARK UP

4519.11 Sex Discrimination and Sex-Based Harassment (continued)

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44).

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complaint and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~either~~ AR 4519.12 - Title IX Sex Discrimination and Sex-Based Harassment ~~Sexual Harassment~~ Complaint Procedures. ~~for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.~~

Upon investigation of a sex discrimination or sex-based harassment ~~sexual harassment~~ complaint, any district employee found to have engaged or participated in sex discrimination or sex-based harassment ~~sexual harassment~~ or to have aided, abetted, incited, compelled, or coerced another to commit sex discrimination or sex-based harassment ~~sexual harassment~~ in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

The designated Title IX Coordinator for the district is the Director of Pupil Services.

Board Approved:
October 3, 2024, August 25, 2022
July 22, 2021, September 10, 2020
July 25, 2018, January 19, 2017
July 24, 2008, June 21, 2007
July 20, 2006, August 19, 2004

MARK UP

AR 4519.11 Sex Discrimination and Sex-Based Harassment

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

This administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity.

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions:

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AR 4519.11 Sexual Harassment (continued)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

4. The conduct has the purpose or effect of having an negative impact upon an individual's work performance or of creating an intimidating, hostile, or offensive work environment.

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex discrimination and sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes, derogatory comments, sex-based degrading descriptions, or the spreading of sex-based rumors.

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects.

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements.

Title IX Coordinator

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, in accordance with AR 4519.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and oversee the District's response to discrimination complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Title and Position:	Director of Pupil Services
Address:	6061 East Avenue, Etiwanda, CA 91739
Phone Number:	(909) 899-2451
Email:	alicia_lyon@etiwanda.k12.ca.us

Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law. Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter

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AR 4519.11 Sexual Harassment (continued)

segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or to effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention and correction of sexual harassment, the remedies available to victims in civil actions, and potential district and/or individual exposure or liability.

2. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed. Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they must read and acknowledge that they have received.

3. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources.

4. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation.

5. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment.

6. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including the district's obligation to conduct an effective investigation of a complaint.

7. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious. Abusive conduct means conduct of an employer or employee in the workplace, with malice, that a reasonable person

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would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute abusive conduct, unless especially severe and egregious.

8. The limited confidentiality of the complaint process.

9. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment.

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity.

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment.

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44.

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

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AR 4519.11 Sexual Harassment (continued)

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted. (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired. (Education Code 231.5)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct. (Education Code 231.5)

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CDR) or a district information sheet that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sex-based harassment.

2. The definition of sex-based harassment under applicable state and federal law.

3. A description of sex-based harassment, with examples.

4. The district's complaint process available to the employee.

5. The legal remedies and complaint process available through CRD and the Equal

6. Employment Opportunity Commission (EEOC).

7. Directions on how to contact CRD and the EEOC.

8. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by CRD and the EEOC.

In addition, the district shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sexual harassment and the CRD poster regarding transgender rights.

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4519.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Board Approved:
October 3, 2024

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AR 4519.11 Sexual Harassment (continued)

August 25, 2022, July 22, 2021
July 25, 2018, July 25, 2018

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Board Approved: October 3, 2024

AR 4519.11 ~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.

This administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment ~~sexual harassment involving~~ by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity.

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2.

~~Prohibited s~~Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions:

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AR 4519.11 Sexual Harassment (continued)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

4. The conduct has the purpose or effect of having an negative impact upon an individual's work performance or of creating an intimidating, hostile, or offensive work environment.

~~For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent:~~

~~1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct.~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity.~~

Examples of Sex Discrimination and Sex-Based ~~Sexual~~ Harassment

Examples of actions that might constitute sex discrimination and sex-based harassment~~sexual harassment~~ under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes, derogatory comments, ~~sexually~~sex-based degrading descriptions, or the spreading of ~~sexual~~sex-based rumors.

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects.

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements.

Title IX Coordinator

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, in accordance with AR 4519.12 - Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to~~ and oversee the District's response to discrimination, ~~investigate, and resolve sexual harassment~~ complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

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AR 4519.11 Sexual Harassment (continued)

Title and Position:	Director of Pupil Services
Address:	6061 East Avenue, Etiwanda, CA 91739
Phone Number:	(909) 899-2451
Email:	alicia_lyon@etiwanda.k12.ca.us

Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law. ~~the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.~~ Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or to effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention and correction of sexual harassment, the remedies available to victims in civil actions, and potential district and/or individual exposure or liability.

2. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed. Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they must read and acknowledge that they have received.

3. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources.

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AR 4519.11 Sexual Harassment (continued)

4. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation.

5. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment.

6. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including the district's obligation to conduct an effective investigation of a complaint.

7. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious. Abusive conduct means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute abusive conduct, unless especially severe and egregious.

8. The limited confidentiality of the complaint process.

9. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment.

~~10. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including the district's obligation to conduct an effective investigation of a complaint.~~

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity.

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment.

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44.

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees.

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AR 4519.11 Sexual Harassment (continued)

(34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

~~The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education.~~
~~A copy of the board policy and this administrative regulation shall:~~

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

~~2.~~1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted. (Education Code 231.5)

~~3.~~2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired. (Education Code 231.5)

~~4.~~3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct. (Education Code 231.5)

~~5. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site.~~

~~6. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations.~~

All employees shall receive a copy of an infomation sheet prepared by the California Civil Rights Department (CDR)~~Department of Fair Employment and Housing (DFEH)~~ or a district information sheet that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment.

2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law.

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AR 4519.11 Sexual Harassment (continued)

3. A description of ~~sexual~~sex-based harassment, with examples.

4. The district's complaint process available to the employee.

5. The legal remedies and complaint process available through ~~DFEH~~ CRD and the Equal

6. Employment Opportunity Commission (EEOC).

7. Directions on how to contact ~~DFEH~~ CRD and the EEOC.

8. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~DFEH~~ CRD and the EEOC.

In addition, the district shall post, in a prominent and accessible location, the ~~DFEH~~ CRD poster on discrimination in employment and the illegality of sexual harassment and the ~~DFEH~~ CRD poster regarding transgender rights.

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment ~~sexual harassment~~ by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation ~~in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR~~ 4519.12 - Title IX Sex Discrimination and Sex-Based ~~Sexual~~ Harassment Complaint Procedures. ~~Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~

If sex discrimination or sex-based ~~sexual~~ harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Board Approved:
October 3, 2024
August 25, 2022, July 22, 2021
July 25, 2018, July 25, 2018

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AR 4519.11 ~~Sexual Harassment~~Sex Discrimination and Sex-Based Harassment

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Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct.

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity.

   Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2.

~~Prohibited s~~Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions:

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AR 4519.11 Sexual Harassment (continued)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

4. The conduct has the purpose or effect of having an negative impact upon an individual's work performance or of creating an intimidating, hostile, or offensive work environment.

~~For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent:~~

~~1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct.~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity.~~

Examples of Sex Discrimination and Sex-Based ~~Sexual~~ Harassment

Examples of actions that might constitute sex discrimination and sex-based harassment~~sexual harassment~~ under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes, derogatory comments, ~~sexually~~sex-based degrading descriptions, or the spreading of ~~sexual~~sex-based rumors.

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects.

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements.

Title IX Coordinator

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, in accordance with AR 4519.12 - Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to~~ and oversee the District's response to discrimination, ~~investigate, and resolve sexual harassment~~ complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

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AR 4519.11 Sexual Harassment (continued)

Title and Position:	Director of Pupil Services
Address:	6061 East Avenue, Etiwanda, CA 91739
Phone Number:	(909) 899-2451
Email:	alicia_lyon@etiwanda.k12.ca.us

Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law. ~~the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.~~ Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee with the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or to effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention and correction of sexual harassment, the remedies available to victims in civil actions, and potential district and/or individual exposure or liability.

2. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed. Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they must read and acknowledge that they have received.

3. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources.

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AR 4519.11 Sexual Harassment (continued)

4. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation.

5. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment.

6. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including the district's obligation to conduct an effective investigation of a complaint.

7. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious. Abusive conduct means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute abusive conduct, unless especially severe and egregious.

8. The limited confidentiality of the complaint process.

9. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment.

~~10. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including the district's obligation to conduct an effective investigation of a complaint.~~

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity.

2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment.

3. The notification and information requirements specified in 34 CFR 106.40 and 106.44.

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees.

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AR 4519.11 Sexual Harassment (continued)

(34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

~~The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education.~~
~~A copy of the board policy and this administrative regulation shall:~~

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

~~2.~~1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted. (Education Code 231.5)

~~3.~~2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired. (Education Code 231.5)

~~4.~~3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct. (Education Code 231.5)

~~5. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site.~~

~~6. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations.~~

All employees shall receive a copy of an infomation sheet prepared by the California Civil Rights Department (CDR)~~Department of Fair Employment and Housing (DFEH)~~ or a district information sheet that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment.

2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law.

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AR 4519.11 Sexual Harassment (continued)

3. A description of ~~sexual~~sex-based harassment, with examples.

4. The district's complaint process available to the employee.

5. The legal remedies and complaint process available through ~~DFEH~~ CRD and the Equal

6. Employment Opportunity Commission (EEOC).

7. Directions on how to contact ~~DFEH~~ CRD and the EEOC.

8. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by ~~DFEH~~ CRD and the EEOC.

In addition, the district shall post, in a prominent and accessible location, the ~~DFEH~~ CRD poster on discrimination in employment and the illegality of sexual harassment and the ~~DFEH~~ CRD poster regarding transgender rights.

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment ~~sexual harassment~~ by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation ~~in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR~~ 4519.12 - Title IX Sex Discrimination and Sex-Based ~~Sexual~~ Harassment Complaint Procedures. ~~Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~

If sex discrimination or sex-based ~~sexual~~ harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Board Approved:
October 3, 2024
August 25, 2022, July 22, 2021
July 25, 2018, July 25, 2018

MARK-UP

AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures - Employees

The complaint procedures described in this Administrative Regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a District employee, while participating in an education program or activity was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the District, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the District should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the District shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably.

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures.

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any.

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay.

Additionally, the District shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the District has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the District's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX.
(34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.
A complaint is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the District to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)
If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint.
2. The victim's reasonable safety concerns regarding initiation of a complaint.
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated.
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence.
5. The age and relationship of the parties, including whether the respondent is an employee of the District.
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals.
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred.
8. Whether the District could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures.

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the District from ensuring equal access to a District program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District.
(34 CFR 106.44)

In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the process.
The Title IX Coordinator, investigator, decision-maker, or other person who is responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8.
(34 CFR 106.44)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the District for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of an allegation of Title IX Sex Discrimination or Sex-based Harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures. Supportive measures may vary depending on what the District determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the District's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The District shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2,106.44)

Emergency Removal

If a District employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the District may, on an emergency basis, remove the student from the District's education program or activity, provided that the District conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The District is unable to identify the respondent after taking reasonable steps to do so.

2. The respondent is not participating in the District's education program or activity and is not employed by the District.

3. The District determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX.

4. Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

5. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven.

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 business days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases:
(34 CFR 106.45)

1. A procedural irregularity that would change the outcome.

2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made.

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the District shall: (34 CFR 106.45)

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent.

2. Implement appeal procedures equally for the parties.

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint.

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations.

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.

6. Notify the parties of the result of the appeal and the rationale for the result.

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the District determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the District determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the District may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the District shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law.
(34 CFR 106.44)

The District shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The District may decline to offer an informal resolution process including, but not limited to, when the District determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

The District may facilitate an informal resolution process provided that the District prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the District will maintain and whether and how the District could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

2. Obtains the parties' voluntary, written consent to the informal resolution process.

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the District facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District' education program or activity. (34 CFR 106.45)

Notice of Allegations

If the District initiates a formal Title IX investigation, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The District's complaint process, including any informal resolution process.

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited.

4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified.

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

The above notice shall also include, if known, the name of the investigator, facilitator of an informal process, and decision maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

Consolidation of Complaints

The District may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The District shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the District's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance.

3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

    a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence.
    If an accurate description is provided, the District shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

    b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence.

    c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures.

4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures.

5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness.

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege.

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The District shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.
The investigator shall complete the investigation within 60 business days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the District shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred.

2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred.

   The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

The written decision shall be issued within 20 business days after the investigation is completed, unless such time is
extended in accordance with this administrative regulation.

Appeal of the Decision
Either party may appeal the District's decision of a complaint or any allegation in the complaint.
(34 CFR 106.45)

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines
Any timelines specified in this administrative regulation may be extended by the District for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension.
(34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The District shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sex discrimination, including sex-based harassment or retaliation, the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The District shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the District's determination of whether sex discrimination, including sex-based harassment, occurred.
(34 CFR 106.45)

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AR 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures.

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the District's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented

3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The District shall make such training materials publicly available on its web site, or if the District does not maintain a web site, available upon request by members of the public.

   The District shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure340.1)

1. A record of the allegation(s).

2. A record of the investigation procedures followed.

3. A record of the written determination.

4. A record of the corrective action implemented, if any.

5. A record of any appeals and the outcome of the same.

6. All training materials addressing the prohibition and investigation of childhood sexual assault.

Board Approved:
October 3, 2024
August 25, 2022
July 22, 2021

REVISED

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures - Employees

The complaint procedures described in this Administrative Regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a District employee, while participating in an education program or activity was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the District, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the District should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.~~in which the District exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)~~

~~1. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct.~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity.~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291.~~

~~All other complaints of sexual harassment shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the District's Title IX Coordinator.~~

~~Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.~~

Basic Requirements

When implementing Title IX grievance procedures, the District shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably.

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures.

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any.

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay.

Additionally, the District shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the District has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the District's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A complaint is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the District to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint.

2. The victim's reasonable safety concerns regarding initiation of a complaint.

3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated.

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence.

5. The age and relationship of the parties, including whether the respondent is an employee of the District.

6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals.

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred.

8. Whether the District could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures.

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the District from ensuring equal access to a District program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District. (34 CFR 106.44)

~~Reporting Allegations/Filing a Formal Complaint~~

~~An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the District's Title IX Coordinator or to the employee's direct supervisor or other District administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report. The Title IX Coordinator is:~~

~~Alicia Lyon, Director of Pupil Services~~

~~6061 East Ave, Etiwanda, CA 91739~~

~~(909) 899-2451~~

~~Alicia_Lyon@etiwanda.org~~

~~Upon receiving a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.~~

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the District.~~

~~(34 CFR 106.30)~~

~~Even if the alleged victim elects not to file a formal complaint, the Title IX Coordinator shall initiate and investigation in situations when a safety threat exists. In addition, the Title IX Coordinator may initiate and investigation in other situations as permitted under the Title IX regulations, including as part of the District's obligation to not be deliberately indifferent to known allegations of sexual harassment.~~

In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the process.

The Title IX Coordinator, investigator, decision-maker, or other person who is responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process ~~a facilitator of an informal resolution process~~ shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent~~negatively impacting their ability to perform their duties under this Administrative Regulation~~. Such persons shall receive training in accordance with 34 CFR 106.8~~45~~.
(34 CFR 106.4~~45~~)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the District for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of an allegation of Title IX ~~Sexual~~ Sex Discrimination or Sex-based Harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures. ~~and shall consider the complainant's wishes with respect to the supportive measures implemented.~~ Supportive measures may vary depending on what the District determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the District's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The District shall not impose such measures for punitive or disciplinary reasons. ~~shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the District's educational environment or to deter sexual harassment.~~ Supportive measures may include, but are not limited to, counseling, extensions of deadlines, and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2,106.44) ~~modifications of work schedules, mutual~~

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)~~
~~The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures. (34 CFR 106.30)~~

Emergency Removal

If a District employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the District may, on an emergency basis, remove the student from the District's education program or activity, provided that the District conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The District is unable to identify the respondent after taking reasonable steps to do so.

2. The respondent is not participating in the District's education program or activity and is not employed by the District.

3. The District determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX.

4. Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

5. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 business days, unless such timeline is extended in accordance with this administrative regulation.

~~The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the District's education program or activity or did not occur against a person in the United States. The Title IX Coordinator may dismiss a formal complaint if the complainant notifies the District in writing that the complainant would like to withdraw the complaint~~

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~or any allegations in the complaint, the respondent is no longer employed by the District, or sufficient circumstances prevent the District from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant ~~send written notice~~ of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)~~simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)~~

1. A procedural irregularity that would change the outcome.

2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made.

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the District shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent.

2. Implement appeal procedures equally for the parties.

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint.

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations.

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.

6. Notify the parties of the result of the appeal and the rationale for the result.

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the District determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the District determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination,

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

~~When a formal complaint of sexual harassment is filed, the District may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The District shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45) The District may not utilize informal resolution processes when the complaint involves an employee and a student.~~

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the District may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the District shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The District shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The District may decline to offer an informal resolution process including, but not limited to, when the District determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The District may facilitate an informal resolution process provided that the District prior to initiating such process: (34 CFR 106.4~~4~~5)

~~4.~~1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the District will maintain and whether and how the District could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

~~5.~~2. Obtains the parties' voluntary, written consent to the informal resolution process.

~~3. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.~~

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AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the District facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District' education program or activity. (34 CFR 106.45)

~~Written Notice~~Notice of Allegations

If the District initiates a formal Title IX investigation, ~~If a formal complaint is filed,~~ the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The District's complaint process, including any informal resolution process.

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sex discrimination, including sex-based ~~sexual~~ harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited.

4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified.

5. ~~A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process.~~

6. ~~The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence.~~

7. ~~The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process.~~

The above notice shall also include, if known, the name of the investigator, facilitator of an informal process, and decision maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

Consolidation of Complaints

The District may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The District shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the District's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance.

3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

   a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence.

      If an accurate description is provided, the District shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

   b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence.

   c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures.

4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures.

5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness.

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

   a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege.

MARK-UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The District shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

The investigator shall complete the investigation within 60 business days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

~~1. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.~~

~~2. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney.~~

~~3. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the District may establish restrictions regarding the number of advisors and the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties.~~

~~4. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.~~

~~5. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 calendar days to submit a written response for the investigator to consider prior to the completion of the investigative report.~~

~~6. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness.~~

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~7. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the determination of responsibility, provide the parties and their advisors, if any, an opportunity to review the investigative report and provide a written response.~~

~~Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)~~

~~Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.~~

~~If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.~~

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or the investigator so long as there is no conflict of interest or bias. ~~a person involved in the investigation of the matter.~~ (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the District shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred.

2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred.

   The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 20 business days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

~~After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.~~

~~The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)~~

~~The written decision shall be issued within 60 calendar days of the receipt of the complaint.~~

~~However, the timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)~~

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)~~

~~The written decision shall include the following: (34 CFR 106.45)~~

~~1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30.~~

~~2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process.~~

~~3. Findings of fact supporting the determination.~~

~~4. Conclusions regarding the application of the District's code of conduct or policies to the facts.~~

~~5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's educational program or activity will be provided by the district to the complainant.~~

~~6. The district's procedures and permissible bases for the complainant and respondent to appeal.~~

~~Appeals~~Appeal of the Decision

Either party may appeal the District's decision ~~or dismissal~~ of a ~~formal~~ complaint or any allegation in the complaint. (34 CFR 106.45)~~, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)~~

~~Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.~~

~~Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.~~

~~Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.~~

~~Issue a written decision describing the result of the appeal and the rationale for the result.~~

~~Provide the written decision simultaneously to both parties.~~

~~An appeal must be filed in writing within 5 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.~~

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the District for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension.
(34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the District's education program or activity. (34 CFR 106.45)

~~When a determination of responsibility for sexual harassment has been made against the respondent, the District shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)~~

Disciplinary Actions

The District shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)
When an employee is found to have committed sex discrimination, including sex-based~~sexual~~ harassment or retaliation, the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The District shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the District's determination of whether sex discrimination, including sex-based harassment, occurred.
(34 CFR 106.45)

MARK UP

AR 4519.12 Title IX ~~Sexual~~ Sex Discrimination and Sex-Based Harassment Complaint Procedures – Employees (continued)

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures.

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the District's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented

~~1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.~~

~~2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.~~

3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The District shall make such training materials publicly available on its web site, or if the District does not maintain a web site, available upon request by members of the public.

   The District shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure340.1):

1. A record of the allegation(s)

2. A record of the investigation procedures followed

3. A record of the written determination

4. A record of the corrective action implemented, if any

5. A record of any appeals and the outcome of the same

~~4.~~6. All training materials addressing the prohibition and investigation of childhood sexual assault

Board Approved:
October 3, 2024
August 25, 2022
July 22, 2021

MARKUP

EX 4519.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures - Employees

Notice of Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

The Code of Federal Regulations, Title 34, Section 106.8 requires the District to issue the following notification to employees, job applicants and employee organizations:

The District does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The District also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires the District take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The District has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Alicia Lyon, Director of Pupil Services
6061 East Ave, Etiwanda, CA 91739
(909) 899-2451
Alicia_Lyon@etiwanda.org

Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other District employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sex discrimination including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the District's Board Policies and Administrative Regulations addressing sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4519.11 – Sex Discrimination and Sex-Based Harassment and AR 4519.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures - Employees on the District's website at www.etiwanda.k12.ca.us.

To inspect or obtain a copy please contact: Etiwanda School District, (909)899-2451 or email Alicia_Lyon@etiwanda.org.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the District's website or at the District Office upon request.

Board Approved:
October 3, 2024
August 25, 2022
July 22, 2021

REVISED

EX 4519.12 Title IX Sex Discrimination and Sex-Based ~~Sexual~~ Harassment Complaint Procedures - Employees

Notice of Title IX Sex Discrimination and Sex-Based ~~Sexual~~ Harassment Complaint Procedures ~~Policy~~

The Code of Federal Regulations, Title 34, Section 106.8 requires the District to issue the following notification to employees, job applicants and employee organizations:

The District does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The District also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires the District take prompt~~immediate~~ and equitable~~appropriate~~ action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The District has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based~~sexual~~ harassment:~~, sexual assault, dating violence, domestic violence, and stalking:~~

Alicia Lyon, Director of Pupil Services

6061 East Ave, Etiwanda, CA 91739

(909) 899-2451

Alicia_Lyon@etiwanda.org

Any individual may report sex discrimination, including sex-based~~sexual~~ harassment, to the Title IX Coordinator or any other District employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sex discrimination including sex-based~~sexual~~ harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the District's Board Policies and Administrative Regulations addressing sex discrimination, including sex-based~~sexual~~ harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4519.11 – Sex Discrimination and Sex-Based~~Sexual~~ Harassment and AR 4519.12 - Title IX Sex Discrimination and Sex-Based~~Sexual~~ Harassment Complaint Procedures – Employees on the District's website at www.etiwanda.k12.ca.us.

To inspect or obtain a copy please contact: Etiwanda School District, (909)899-2451 or email Alicia_Lyon@etiwanda.org.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the District's website or at the District Office upon request.

Board Approved:
September 12, 2024
August 25, 2022
July 22, 2021

Board Approved: September 12, 2024

MARK UP

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district student, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 5145.7 – Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably.

2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

   The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures.

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any.

5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay.

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If either party is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

REVISION

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

Filing a Complaint

Upon receiving information from an allegation of sex discrimination, include sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or the Title IX Coordinator or designee. (34 CFE 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an information resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors; (34 CRF 106.44)

1. The victim's request not to proceed with initiation of a complaint.

2. The victim's reasonable safety concerns regarding initiation of a complaint.

3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated.

4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus of imposition of another disciplinary sanction to end the discrimination and prevent its recurrence.

5. The age and relationship of the parties, including whether the respondent is an employee of the district.

6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals.

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred.

8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures.

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

REVISION

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint, as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue of recur within the district. (34 CRF 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available, and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment and to provide support during any grievance procedures implemented as specified in 34 CRFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course-related adjustments; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class schedules; mutual restrictions on contact; changes in class locations; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44) Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

Emergency Removal from School

A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so.

2. The respondent is not participating in the district's education program or activity and is not employed by the district.

3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX.

   Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven.

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 Business days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome.

2. New evidence that would change the outcome and that was not reasonably available when dismissal was made.

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent.

2. Implement appeal procedures equally for the parties.

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint.

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations.

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.

6. Notify the parties of the result of the appeal and the rationale for the result.

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment occurred under the complaint procedures specified in 34 CFR 1064.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process or to waive the right to an investigation and determination of a complaint as a condition of participation in the district's education program or activity, or exercise of any other right. The district may decline to offer an informal

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the district will maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

2. Obtains the parties' voluntary consent to the informal resolution process.

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district education program or activity. (34 CFR 106.45)

Notice of Allegations

If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process.

2. Sufficient information, available at the time, to allow parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident.

   Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

3. A statement that retaliation is prohibited.

4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified.

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present fact witnesses, and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.

2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance.

3. Provide each part with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

   a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence.

      If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

   b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence.

   c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures.

4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures.

PREVIEW

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness.

6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:

   a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege.

   b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

   c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

      The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

The investigator shall complete the investigation within 60 calendar days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, occurred.

2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred.

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 20 business days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the district's decision of a complaint or any allegation in the complaint (34 CFR 106.45)

When conducting and appeal, the district shall permit a final appeal to the Governing Board using a process that is in accordance with law and otherwise consistent with the appeal process as specified in Administrative Regulation 1312.3 – Uniform Complaint Procedures.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-8, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

Other actions that may be taken with a student who is determined to be responsible for sex discrimination and/or sex-based harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law.
2. Parent/guardian conference.
3. Education of the student regarding the impact of the conduct on others.
4. Positive behavior support.
5. Referral of the student to a student success team.
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law.

When an employee is found to have committed sex discrimination, including sex-based harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years. (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-base harassment, records documenting any informal resolution process or formal investigation procedures.
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented.
3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process.

The district shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedures 340.1)

1. A record of the allegations(s).
2. A record of the investigation procedures followed.
3. A record of the written determination.

AR 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students (continued)

4. A record of the corrective action implemented, if any.

5. A record of any appeals and the outcome of the same.

6. All training materials addressing the prohibition and investigation of childhood sexual assault.

Board Approved:
October 3, 2024
July 22, 2021
Effective Date: September 10, 2020

REVISION

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~-~~-Students

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district student, while in an education program or activity ~~in which a district school exercises substantial control over the context and respondent,~~ was subjected to ~~one or more~~conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the ~~following forms of sexual~~district, that constitutes sex discrimination, including sex-based harassment: ~~(34 CFR 106.30, 106.44)~~. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

~~1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct.~~

~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive,~~Sex discrimination and ~~objectively offensive that it effectively denies a student equal access to the district's education program or activity.~~

~~3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC12291.~~

~~All other sexual~~sex-based harassment ~~complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance to BP 1312.3 Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.~~

~~Because the complainant has a right to pursue a complaint under BP 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP 1312.3~~include, but are ~~concurrently met while implementing the Title IX procedure.~~

~~Reporting Allegations/Filing a Formal Complaint~~

~~A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR~~not limited to, sex-based conduct as specified in Administrative Regulation 5145.7 ~~- Sexual~~- Sex Discrimination and Sex-Based Harassment ~~or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report~~.

~~Upon receiving such a report~~Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably.

2. Ensure that the Title IX Coordinator ~~shall inform the~~or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant ~~of~~ or respondent.

   The investigator and the ~~right to file a formal~~ decisionmaker may be the same person as the Title IX Coordinator or designee.

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures~~—~~-Students (continued)

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures.

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint ~~and the~~ , investigation, decision, and appeals if any.

5. Establish a process ~~for filing a formal~~that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay.

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint~~.~~ procedures unless the district has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If either party is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

~~Even if~~

Filing a Complaint

Upon receiving information from an allegation of sex discrimination, include sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or the Title IX Coordinator or designee. (34 CFE 106.45)

If the alleged victim chooses not to ~~file a formal~~bring a complaint, or withdraws any or all of the allegations in a complaint, ~~the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition~~and in the absence or termination of an information resolution process, the Title IX Coordinator ~~may file a formal~~or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors; (34 CRF 106.44)

1. The victim's request not to proceed with initiation of a complaint ~~in other situations as permitted under the Title IX regulations including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases~~.

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures—-Students (continued)

2. The victim's reasonable safety concerns regarding initiation of a complaint.

3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated.

4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus of imposition of another disciplinary sanction to end the discrimination and prevent its recurrence.

5. The age and relationship of the parties, including whether the respondent is an employee of the district.

6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals.

7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred.

8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures.

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint, as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue of recur within the district. (34 CRF 106.44)

~~A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)~~

The Title IX Coordinator or designee, investigator, ~~decision maker~~decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.458. (34 CFR 106.4544)

The Title IX Coordinator shall monitor the district for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures~~—~~-Students (continued)

Supportive Measures

Upon receipt of a report of Title IX ~~sexual~~sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall ~~promptly contact the complainant to discuss the availability of~~offer and coordinate supportive measures ~~and shall consider the complainant's wishes with respect to the supportive measures implemented.~~. Supportive measures ~~shall~~ may vary depending on what the district determines to be ~~offered as appropriate, as~~ reasonably available, and ~~without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without~~ shall not unreasonably ~~burdening~~burden either the ~~other party, including~~complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of ~~all parties or~~ the complainant, respondent, and the district's educational environment ~~or to deter sexual harassment~~and to provide support during any grievance procedures implemented as specified in 34 CRFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling~~,~~; extensions of deadlines and other course-related adjustments~~,~~; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class schedules~~,~~; mutual restrictions on contact~~,~~; changes in class locations; increased security~~, and~~; monitoring of certain areas of the campus~~.~~; and, training and education programs related to sex-based harassment. (34 CFR 106.~~30~~2, 106.44)

~~The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)~~

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44) Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal from School

A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an ~~immediate~~imminent

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~-~~Students (continued)

and serious threat to the ~~physical~~ health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the ~~student~~respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the ~~Individuals with Disabilities Education Act~~IDEA or Section 504 of the Rehabilitation Act of 1973. (~~34CFR~~34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator ~~shall~~or designee may dismiss a ~~formal~~ complaint if ~~the alleged~~: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so.

2. The respondent is not participating in the district's education program or activity and is not employed by the district.

3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute ~~sexual~~sex discrimination, including sex-based harassment ~~as defined in 34 CFR 106.30 even if proved.~~, under Title IX.

   Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven.

The Title IX Coordinator shall ~~also~~determine whether to dismiss ~~any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled~~ or ~~employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)~~investigate any complaint of sex discrimination, including sex-based harassment, within 15 Business days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly~~, send written notice~~ notify the complainant of the dismissal and the reasons for the dismissal~~-~~. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to ~~the~~both parties~~, and shall~~ if the notification is in writing. The Title IX Coordinator shall also inform ~~them~~the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome.

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2. New evidence that would change the outcome and that was not reasonably available when dismissal was made.

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of ~~a formal complaint~~interest or ~~any allegation in the complaint in accordance with the~~bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent.

2. Implement appeal procedures equally for the parties.

3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint.

4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations.

5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome.

6. Notify the parties of the result of the appeal and the rationale for the result.

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in ~~the section "Appeals" below.~~ "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to ~~BP~~Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

~~When a formal complaint of sexual~~At any time prior to determining whether sex discrimination, including sex-based harassment ~~is filed~~occurred under the complaint procedures specified in 34 CFR 1064.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, ~~at any time prior to reaching a determination regarding responsibility.~~ to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of

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an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process or to waive the right to an investigation and ~~adjudication of a formal complaint. (34 CFR 106.45~~determination of a complaint as a condition of participation in the district's education program or activity, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district~~:~~, prior to initiating such process: (34 CFR 106.~~45~~44)

1. Provides the parties with written notice disclosing the allegations~~,~~; the requirements of the informal resolution process~~,~~; the right to withdraw from the informal process and resume the formal complaint process~~, and any consequences resulting~~; the inability to initiate or resume complaint procedures arising from ~~participating in~~ the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that ~~records~~the agreement would only be binding on the parties; and the information that the district will ~~be maintained or~~ maintain and whether and how the district could ~~be shared~~disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

2. Obtains the parties' voluntary~~, written~~ consent to the informal resolution process.

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

~~Written Notice~~

~~If a formal complaint is filed, the~~ The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district education program or activity. (34 CFR 106.45)

Notice of Allegations

If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: ~~-~~(34 CFR 106.45)

1. The district's complaint process, including any informal resolution process.

~~The allegations potentially constituting sexual harassment with sufficient details known~~2. Sufficient information, available at the time, ~~including~~to allow parties to respond to the allegations, including,

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to the extent available, the identity of parties involved in the incident ~~if known,~~(s), the conduct allegedly constituting ~~sexual~~sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident ~~if known.~~.

~~4.~~ Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

~~5.~~ If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited.

~~6. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process.~~

~~7.~~4. ~~The~~ parties are entitled to an equal opportunity ~~for the parties to have an advisor of their choice who may be, but is not required~~ to ~~be, an attorney, and the ability to inspect and review~~access the relevant and not otherwise impermissible evidence~~.~~ or an accurate description of such evidence, as specified.

~~8. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process.~~

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: ~~-~~(34 CFR 106.45)

1. Provide an equal opportunity for the parties to present ~~witnesses, including fact and expert~~fact witnesses, and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.

2. ~~Not~~Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance.

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures—-Students (continued)

3. Provide each part with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

   a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence.

      If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

   b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence.

   c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures.

~~2.~~ Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of ~~either party to discuss the allegations under investigation or to gather~~the parties to obtain and present ~~relevant~~ evidence~~.~~

~~3. Provide the parties with the same opportunities to have others present during any grievance proceeding,~~ including ~~the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney.~~

4. ~~Not limit the choice~~, by speaking to witnesses; consulting with family members, confidential resources, or ~~presence of an advisor for either the complainant~~advisors; or ~~respondent~~otherwise preparing for or participating in ~~any meeting or~~ the grievance ~~proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties~~procedures.

~~5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.~~

~~6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 calendar days to submit a written response for the investigator to consider prior to the completion of the investigative report.~~

~~7.~~5. Objectively evaluate all evidence that is relevant ~~evidence~~and not otherwise impermissible, including both inculpatory and exculpatory evidence, ~~and determine~~ including that credibility ~~in a manner that is~~determinations will not be based on a person's status as ~~a~~ complainant, respondent, or witness.

~~8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the determination of responsibility, provide the parties and their advisors, if any, the opportunity to review the investigative report and provide a written response.~~

6. ~~Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are~~Exclude as impermissible the following types of evidence, and questions seeking that evidence:

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures~~—~~-Students (continued)

a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege.

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the ~~conduct~~ alleged ~~by the complainant~~conduct or ~~if the questions and~~is evidence ~~concern~~about specific incidents of the ~~complainant's~~complainant's prior sexual ~~behavior~~conduct with ~~respect to~~ the respondent ~~and are~~that is offered to prove consent~~.~~ to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

~~Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.~~

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

The investigator shall complete the investigation within 60 calendar days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the ~~decision maker~~decisionmaker to determine responsibility for the alleged conduct, who ~~shall not~~may be the Title IX Coordinator or ~~a person involved in~~ designee or the ~~investigation of the matter.~~investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

~~After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.~~

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~-~~Students (continued)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, occurred.

2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred.

The ~~decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)~~

~~The written decision shall be issued within 60 calendar days of the receipt of the complaint.~~

~~The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)~~

~~In making this determination, the decision maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)~~

~~The written decision~~notification shall include the ~~following: (34 CFR 106.45)~~

~~9. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.3.~~

~~10. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process.~~

~~11. Findings of fact supporting the~~rationale for such determination~~.~~

~~12. Conclusions regarding the application of the districts code of conduct or policies to the facts.~~

~~13. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the districts educational program or activity will be provided by the district to the complainant.~~

~~14.~~ ~~The district's~~ and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

~~Appeals~~

The written decision shall be issued within 20 business days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the district's decision ~~or dismissal~~ of a ~~formal~~ complaint or any allegation in the complaint~~, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator,~~

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~-~~Students (continued)

~~investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall:~~ (34 CFR 106.45)

~~15. Notify the other party in writing when an~~ When conducting and appeal ~~is filed and implement~~, the district shall permit a final appeal ~~procedures equally for both parties.~~

~~16. Ensure that~~to the ~~decision-maker(s) for the appeal~~Governing Board using a process that is ~~trained~~ in accordance with ~~34 CFR 106.45~~law and ~~is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.~~

~~17. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.~~

~~18. Issue a written decision describing the result of the appeal and the rationale for the result.~~

~~19. Provide the written decision simultaneously to both parties.~~

~~An appeal must be filed in writing within 5 school days of receiving the notice of decision or dismissal stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.~~

~~A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.~~

~~The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance~~otherwise consistent with ~~BP~~the appeal process as specified in Administrative Regulation 1312.3 – Uniform Complaint Procedures.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

~~When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.~~When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures~~—~~-Students (continued)

a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-8, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900~~(n) 48900~~.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for ~~sexual~~sex discrimination and/or sex-based harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law.
2. Parent/guardian conference.
3. Education of the student regarding the impact of the conduct on others.
4. Positive behavior support.
5. Referral of the student to a student success team.
6. Denial of participation in extracurricular or ~~co-curricular~~cocurricular activities or other privileges as permitted by law.

When an employee is found to have committed ~~sexual~~sex discrimination, including sex-based harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years. (34 CFR 106.45)

~~7. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and appeal or informal resolution and the results therefrom.~~

AR 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures~~—~~Students (continued)

~~8. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.~~

1. ~~All materials used to train the Title IX Coordinator, investigator(s), decision maker(s),~~For each complaint of sex discrimination, including sex-base harassment, records documenting any informal resolution process or formal investigation procedures.

2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented.

3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process.

~~9.~~ The district shall make such training materials ~~publicly available on its website, or if the district does not maintain a website,~~ available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedures 340.1)

1. A record of the allegations(s).

2. A record of the investigation procedures followed.

3. A record of the written determination.

4. A record of the corrective action implemented, if any.

5. A record of any appeals and the outcome of the same.

6. All training materials addressing the prohibition and investigation of childhood sexual assault.

Board Approved:
October 3, 2024
July 22, 2021
Effective Date: September 10, 2020

EX 5145.71 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures-Students

NOTICE OF TITLE IX NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians or other authorized legal representative:

The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The district is required, as specified in Title IX to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The district has designated and authorized the following employee(s) as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Director of Pupil Services
6061 East Avenue, Etiwanda, CA 91739
(909) 899-2451
Alicia_Lyon@etiwanda.org

Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sex harassment, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sex discrimination including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 – Sex Discrimination and Sex-Based Harassment and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's website at: www.etiwanda.org.

To inspect or obtain a copy of the district's sex discrimination and sex-based harassment policies and administrative regulation, please contact: Etiwanda School District, (909) 899-2451 or email: Alicia_Lyon@etiwanda.org.

Materials used to train employees, the Title IX Coordinator, investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person(s) who facilitates an informal resolution process, are available at the district office upon request.

Board Approved:
October 3, 2024
July 28, 2022
Effective Date: July 22, 2021

EX 5145.71 Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures ~~- Students~~

NOTICE OF TITLE IX ~~SEXUAL HARASSMENT POLICY~~NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the ~~District~~district to issue the following notification to students at all grade levels and their parents/guardians or other authorized legal representative:

The ~~District~~district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The ~~District~~district also prohibits retaliation against any ~~employee~~student for filing a complaint or exercising any right granted under Title IX.

The district is required, as specified in Title IX ~~requires the District~~to take ~~immediate~~prompt and ~~appropriate~~equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the ~~District's~~district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The ~~District~~district has designated and authorized the following employee(s) as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including ~~sexual harassment, sexual assault, dating violence, domestic violence, and stalking~~:sex-based harassment:

Director of Pupil Services
6061 East Avenue, Etiwanda, CA 91739
(909) 899-2451
Alicia_Lyon@etiwanda.org

Any individual may report sex discrimination, including ~~sexual~~sex-based harassment, to the Title IX Coordinator or any other ~~District~~school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of ~~sexual~~sex harassment, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the ~~District's Board Policies~~district's policies and ~~Administrative Regulations addressing sexual~~administrative regulations on sex discrimination including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see ~~BP/AR~~Board Policy/Administrative Regulation 5145.7 ~~- Sexual~~ Sex Discrimination and Sex-Based Harassment and ~~AR~~Administrative Regulation 5145.71 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures on the ~~District's~~district's website at: www.etiwanda.~~k12.ca.us~~org.

To inspect or obtain a copy of the district's sex discrimination and sex-based harassment policies and administrative regulation, please contact: Etiwanda School District, (909) 899-2451 or email: Alicia_Lyon@etiwanda.org.

Materials used to train employees, the Title IX Coordinator, investigator(s), ~~decision-maker~~decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person(s) who facilitates an informal resolution process, are ~~also publicly~~ available ~~on the District's website or~~ at the ~~District Office~~district office upon request.

2nd Page BP / AR / EX Title (continued)

Board Approved:
October 3, 2024
July 28, 2022
Effective Date: July 22, 2021

MARK-UP

6158 Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation.
(Education Code 51747.5)

The minimum period of time for any independent study option shall be one consecutive school day.

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators:
(Education Code 51747)

REVISED

6158 Independent Study (continued)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060.

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.

3. Learning required concepts, as determined by the supervising teacher.

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade-level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 16 school days or more, with the exception of those under the care of a medical professional, receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction.

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 16 school days or more, with the exception of those under the care of a medical professional, who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span.

3. In violation of their written agreement.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student.

2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary.

REVISED

6158 Independent Study (continued)

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

The Superintendent or designee shall, for students who participate in an independent study program for 16 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for one or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

For student participation for 16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 16 school days, a signed written agreement shall be obtained at any point during the school year. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place, and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress.

2. The objectives and methods of study for the student's work and the methods used to evaluate that work.

REVISED

6158 Independent Study (continued)

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study.

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year.

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8. A statement that independent study is an optional educational alternative in which no student may be required to participate.

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

10. Before the commencement of independent study projected to last for 16 school days or more, or within ten school days of the first day of enrollment for independent study for less than 16 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

REVISED

6158 Independent Study (continued)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the board policy, administrative regulation, and other procedures related to independent study.

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8.

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher.

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5. (Education Code 51745.6 and 51749.5)

   Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300.
   (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully

REVISED

6158 Independent Study (continued)

complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Board Approved:
October 3, 2024
July 27, 2023
July 28, 2022
August 19, 2021
June 8, 2020
August 23, 2007
August 18, 2005
Effective Date: August 19, 2004

REVISED

6158– Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. ~~(Education Code 51747.5)~~
(Education Code 51747.5)

The minimum period of time for any independent study option shall be ~~three~~one consecutive school ~~days~~day.

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

MARK UP

6158 Independent Study (continued)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060.

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.

3. Learning required concepts, as determined by the supervising teacher.

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade-level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for ~~15~~16 school days or more, with the exception of those under the care of a medical professional, receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction.

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for ~~15~~16 school days or more, with the exception of those under the care of a medical professional, who are: (Education Code 51747)~~:~~

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span.

3. In violation of their written agreement.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student.

2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary.

MARK UP

6158 Independent Study (continued)

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

The Superintendent or designee shall, for students who participate in an independent study program for ~~15~~16 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for ~~three~~one or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

For student participation for ~~15~~16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than ~~15~~16 school days, a signed written agreement shall be obtained ~~within ten~~ at any point during the school ~~days of the first day of the student's enrollment.~~year. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but ~~are~~is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place, and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress.

2. The objectives and methods of study for the student's work and the methods used to evaluate that work.

6158 Independent Study (continued)

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study.

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year.

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8. A statement that independent study is an optional educational alternative in which no student may be required to participate.

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

10. Before the commencement of independent study projected to last for ~~15~~16 school days or more, or within ten school days of the first day of enrollment for independent study for less than ~~15~~16 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under 18 years of age, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

MARK UP

6158 Independent Study (continued)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the board policy, administrative regulation, and other procedures related to independent study.

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8.

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher.

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5. (Education Code 51745.6 and 51749.5)

   Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300.
   (Education Code 51747.5)

~~6.~~

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully

6158 Independent Study (continued)

complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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July 28, 2022
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June 8, 2020
August 23, 2007
August 18, 2005
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MARK UP

AR 6158 Independent Study

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher or teachers of record for that student pursuant to Education Code 51747.5.
(Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to:
(Education Code 51745)

1. Special assignments extending the content of regular courses of instruction.

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum.

3. Continuing and special study during travel.

4. Volunteer community service activities that support and strengthen student achievement.

5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance.

In addition, when requested by the parent/guardian due to emergencies, vacation or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges.
(5 CCR 11700, 11701.5)

Students participating in independent study shall have access to internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

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AR 6158 Independent Study (continued)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204.
(Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian.
2. A meeting between the student and the teacher and/or counselor.
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate.
4. An increase in the amount of time the student works under direct supervision.

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

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AR 6158 Independent Study (continued)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school.
(Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the Independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator.

2. Approving or denying the participation of students requesting independent study.

3. Facilitating the completion of written independent study agreements.

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction.

5. Approving all credits earned through independent study.

6. Completing or coordinating the preparation of all records and reports required by law, board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement.

2. Supervising and approving coursework and assignments.

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due.

4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy.

5. Providing direct instruction and counsel as necessary for individual student success.

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AR 6158 Independent Study (continued)

6. Regularly meeting with the student to discuss the student's progress.

7. Determining the time value of assigned work or work products completed and submitted by the student.

8. Assessing student work and assigning grades or other approved measures of achievement.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable. In whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program.

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Board Approved:
October 3, 2024
July 27, 2023
July 28, 2022
August 19, 2021
August 4, 2016
August 18, 2005
Effective Date: August 19, 2004

REVISED

AR 6158—Independent Study

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

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Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to:
(Education Code 51745)

1. Special assignments extending the content of regular courses of instruction.

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3. Continuing and special study during travel.

4. Volunteer community service activities that support and strengthen student achievement.

5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance.

In addition, when requested by the parent/guardian due to emergencies, vacation or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges.
(5 CCR 11700, 11701.5)

Students participating in independent study shall have access to internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

MARK UP

AR 6158—Independent Study (continued)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. ~~(Education Code 46300.2, 51747.3)~~

(Education Code 46300.2, 51747.3)~~A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)~~

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2. A meeting between the student and the teacher and/or counselor.
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate.
4. An increase in the amount of time the student works under direct supervision.

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether independent study is in the student's best interest. This evaluation may

AR 6158—Independent Study (continued)

result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school.
(Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the Independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator.

2. Approving or denying the participation of students requesting independent study.

3. Facilitating the completion of written independent study agreements.

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction.

5. Approving all credits earned through independent study.

6. Completing or coordinating the preparation of all records and reports required by law, board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement.

2. Supervising and approving coursework and assignments.

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due.

MARK UP

AR 6158—Independent Study (continued)

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due.

4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy.

5. Providing direct instruction and counsel as necessary for individual student success.

6. Regularly meeting with the student to discuss the student's progress.

7. Determining the time value of assigned work or work products completed and submitted by the student.

8. Assessing student work and assigning grades or other approved measures of achievement.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable. In whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program.

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Board Approved:
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July 27, 2023
July 28, 2022
August 19, 2021
August 4, 2016
August 18, 2005
Effective Date: August 19, 2004

MARK UP

6161.11 Supplementary Instructional Materials

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course.
2. To meet the various learning ability levels of students in a given age group or grade level.
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level.
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism.
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond.

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials. Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Appropriateness of Materials

When a district employee proposes using a supplementary resource that is not part of the district's approved learning resources, the employee must first review and examine the material prior to use in the classroom. The decision to use the resource shall be based on the teacher's professional judgment and aligned with reliable media review organizations. The resource should be appropriate for the grade level being taught and meet the district's criteria for selecting supplementary instructional materials. Supplementary materials may not contain sexually explicit content. Sexually explicit means any language or material, including literature, photographic, or video image that describes physical sexual acts.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

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6161.11 Supplementary Instructional Materials (continued)

Films

When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall preview the film to determine whether in his/her professional judgment it is consistent with district criteria for the selection of instructional materials and then request principal approval to show the film. All films must be appropriate for the curriculum and the students' ages.

Grades K – 5: Only "G" rated films.

Grades 6 – 8: Only "PG" rated films without parent permission.

Complaints

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

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October 3, 2024
August 22, 2024
November 18, 2021
June 9, 2016
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6161.11 Supplementary Instructional Materials

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course.
2. To meet the various learning ability levels of students in a given age group or grade level.
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level.
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism.
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond.

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials. Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Appropriateness of Materials

~~Whenever~~When a district employee proposes ~~to use~~using a supplementary resource ~~which~~that is not ~~included in~~part of the district's approved learning resources ~~of the district~~, the employee ~~shall preview~~must first review and examine the material prior to use in the classroom. The decision to ~~determine whether, in~~use the ~~employee's~~resource shall be based on the teacher's professional judgment~~, it is~~ and aligned with reliable media review organizations. The resource should be appropriate for the grade level being taught and ~~is consistent with district~~meet the district's criteria for ~~the selection of~~selecting supplementary instructional materials. Supplementary materials may not contain sexually explicit content. Sexually explicit means any language or material, including literature, photographic, or video image that describes physical sexual acts.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual

6161.11 Supplementary Instructional Materials (continued)

accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

Films

When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall preview the film to determine whether in his/her professional judgment it is consistent with district criteria for the selection of instructional materials and then request principal approval to show the film. All films must be appropriate for the curriculum and the students' ages.

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MARKUP

9270 Conflict of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body, or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. The Statement of Economic Interest/Form 700 shall be filed with the district's filing officer. The district filing officer shall maintain the statements in the Superintendent's Office and make them available for public review and inspection when requested.

A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

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9270 Conflict of Interest (continued)

Conflict of Interest under the Political Reform Act

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700.
(Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official, makes a governmental decision when, acting within the authority of his/her office or position, he/she authorizes or directs any action on a matter, votes or provides information or opinion on it, contracts or appears before a district official for the purpose of affecting the decision, or takes other action as specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully

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9270 Conflict of Interest (continued)

accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:
(Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2 Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3 Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4 If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091, if the remote interest is disclosed during a board meeting and noted in the official board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

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9270 Conflict of Interest (continued)

In addition, a Board member shall not be considered to be financially interested in a contract in which the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members and employees shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district or the employee's employment with the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, or periodicals. (Government Code 89503)

Gifts of travel and related lodging and subsistence are subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest / Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

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9270 Conflict of Interest (continued)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches.

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

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9270 Conflict of Interest (continued)

ETIWANDA SCHOOL DISTRICT
CONFLICT OF INTEREST CODE
APPENDIX A
LIST OF DESIGNATED POSITIONS

Category 1:

Persons occupying the following positions are designated employees and must disclose financial interests in Category 1 defined in Appendix B:

Assistant Superintendent of Instruction /Pupil Services
Assistant Superintendent of Personnel Services
Fiscal Technician, Purchasing
Personnel Supervisor

Category 2:

Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 2 of Appendix B:

Principal
Executive Director of Special Education
Director of Data, Assessment and Accountability
Director of Information Technology
Director of Instruction
Director of Operations and Facilities
Director of Personnel Services
Director of Pupil Services
Administrator of Personnel Services
Child Nutrition Manager
Extended Day Program Coordinator
Systems Engineer, Security & Network

Category 3:

Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 3 of Appendix B:

Members of Board of Trustees
Superintendent
Assistant Superintendent of Business Services
Director of Fiscal Services

Category 4:

Persons occupying the position of consultant must disclose financial interests in Category 4 defined in Appendix B:

No current consultant positions.

REVISED

9270 Conflict of Interest (continued)

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Superintendent may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection.

ETIWANDA SCHOOL DISTRICT
CONFLICT OF INTEREST CODE
APPENDIX B
DISCLOSURE CATEGORIES

Category 1 – A person designated Category 1 shall disclose:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

Category 2 – A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Category 3

Full Disclosure: Since it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

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9270 Conflict of Interest (continued)

Category 4

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code. A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation.
2. Adopt or enforce a law.
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement.
4. Authorize the district to enter into, modify, or renew a contract that requires district approval.
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract.
6. Grant district approval to a plan, design, report, study, or similar item.
7. Adopt or grant district approval of district policies, standards, or guidelines.

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

REVISED

Board Approved:
October 3, 2024
May 9, 2024
July 27, 2023
April 27, 2023
November 17, 2022
June 20, 2022
February 10, 2022
June 23, 2021
July 23, 2020
June 27, 2019
June 18, 2018
July 27, 2017
January 19, 2017
March 10, 2016
August 21, 2014
October 28, 2010
April 8, 2010
December 7, 2006
September 9, 2004
September 25, 2003
Effective Date: July 1, 2004

9270 Conflict of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body, or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. The Statement of Economic Interest/Form 700 shall be filed with the district's filing officer. The district filing officer shall maintain the statements in the Superintendent's Office and make them available for public review and inspection when requested.

A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

MARK UP

9270 Conflict of Interest (continued)

Conflict of Interest under the Political Reform Act

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700.
(Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official, makes a governmental decision when, acting within the authority of his/her office or position, he/she authorizes or directs any action on a matter, votes or provides information or opinion on it, contracts or appears before a district official for the purpose of affecting the decision, or takes other action as specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully

MARK UP

9270 Conflict of Interest (continued)

accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:
(Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2 Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3 Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4 If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091, if the remote interest is disclosed during a board meeting and noted in the official board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

MARK UP

9270 Conflict of Interest (continued)

In addition, a Board member shall not be considered to be financially interested in a contract in which the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members and employees shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district or the employee's employment with the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, or periodicals. (Government Code 89503)

Gifts of travel and related lodging and subsistence are subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest / Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

MARK UP

9270 Conflict of Interest (continued)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches.

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

MARK UP

9270 Conflict of Interest (continued)

ETIWANDA SCHOOL DISTRICT
CONFLICT OF INTEREST CODE
APPENDIX A
LIST OF DESIGNATED POSITIONS

Category 1:

Persons occupying the following positions are designated employees and must disclose financial interests in Category 1 defined in Appendix B:

Assistant Superintendent of Instruction /Pupil Services
Assistant Superintendent of Personnel Services
Fiscal Technician, Purchasing
Personnel Supervisor

Category 2:

Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 2 of Appendix B:

Principal
Executive Director of Special Education
Director of Data, Assessment and Accountability
Director of Information Technology
Director of Instruction
Director of Operations and Facilities
Director of Personnel Services
Director of Pupil Services
Administrator of Personnel Services
Child Nutrition Manager
Extended Day Program Coordinator
Systems Engineer, Security & Network

Category 3:

Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 3 of Appendix B:

Members of Board of Trustees
Superintendent
Assistant Superintendent of Business Services

MARK UP

9270 Conflict of Interest (continued)

Director of Fiscal Services

Category 4:

Persons occupying the position of consultant must disclose financial interests in Category 4 defined in Appendix B:

No current consultant positions.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Superintendent may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection.

ETIWANDA SCHOOL DISTRICT
CONFLICT OF INTEREST CODE
APPENDIX B
DISCLOSURE CATEGORIES

Category 1 – A person designated Category 1 shall disclose:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

Category 2 – A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Category 3

Full Disclosure: Since it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

9270 Conflict of Interest (continued)

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 4

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code. A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation.

2. Adopt or enforce a law.

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement.

4. Authorize the district to enter into, modify, or renew a contract that requires district approval.

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract.

6. Grant district approval to a plan, design, report, study, or similar item.

7. Adopt or grant district approval of district policies, standards, or guidelines.

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

MARK UP

Board Approved:
October 3, 2024
May 9, 2024
July 27, 2023
April 27, 2023
November 17, 2022
June 20, 2022
February 10, 2022
June 23, 2021
July 23, 2020
June 27, 2019
June 18, 2018
July 27, 2017
January 19, 2017
March 10, 2016
August 21, 2014

9270 Conflict of Interest (continued)

October 28, 2010
April 8, 2010
December 7, 2006
September 9, 2004
September 25, 2003
Effective Date: July 1, 2004

MARK UP

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK