



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

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**BOARD OF TRUSTEES**

**AGENDA**

Thursday, October 5, 2023, 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 meeting minutes of the regular meeting held on September 14, 2023, as presented.

**4. SPECIAL RECOGNITION**

- A. Etiwanda Excellence in Education (E3) Foundation Donation to the Etiwanda School District in support of student engagement by Kathy Molnar, E3 President and Janella Cantu-Myricks, E3 Vice President.

**5. EDUCATIONAL PRESENTATION**

- A. Title I Program update by Justin Kooyman, Director of Instruction.

**6. INSTRUCTION**

- A. Public hearing to certify the Etiwanda School District has 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 2023-2024 school year.
  - 1. Open public hearing.
  - 2. Call for comments.
  - 3. Close public hearing.
  - 4. Discussion and action regarding approval of Resolution No. 2324-18 regarding sufficiency of textbooks and instructional materials.



**7. BUSINESS AND LEGAL**

- A. 2023-24 Facilities Plan for Etiwanda School District presentation for discussion and action by Doug Claflin, Assistant Superintendent of Business Services, Michael Mancuso, Director of Fiscal Services, and Michael Higgins, Director of Operations and Facilities.

**8. 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 any other action affecting employment status.
- B. The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 4, 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 September 1 - 30, 2023, per the CFD Payment Log.
- C. 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.
- D. 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.
- E. Ratification of the increase in mileage/cell phone stipends reflecting IRS Standard Mileage Rate effective July 1, 2023. Addition of Elementary Physical Education Teachers.
- F. Ratification of computer technology maintenance, support agreements and subscriptions for the 2023-24 school year.
- G. Approval of the following donations:

<b>Donated by:</b>	<b>Donation of:</b>	<b>Donated to:</b>
E3 Foundation	Cash	All school sites
The Blackbaud Giving Fund-Edison	Cash	C.P. Lightfoot ES
The Blackbaud Giving Fund-Edison	Cash	Day Creek IS
The Blackbaud Giving Fund-Edison	Cash	Day Creek IS
Day Creek Intermediate PTSO	Cash	Day Creek IS
Summit Intermediate PTSA	Cash	Summit IS

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

	<b>Consultant/ Contractor/Presenter</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1	Art Specialties, Inc.	CAR100523R-01	School graphics	Caryn ES
2	Guaranteed Janitorial Services, Inc.	CC100523R-01	Janitorial services	Etiwanda Colony Child Care
3	Chick-fil-A	DWL100523R-01	Family Night	D.W. Long ES
4	Royale Management Group, LLC	EIS100523R-01	BMX school assembly	Etiwanda IS
5	Classic Blinds	EIS100523R-02	Window coverings	Etiwanda IS
6	One on One Learning, Corp.	JJ100523A-02	Tutoring services	Sacred Heart Parish School
7	Orange County Supt. of Schools	MS100523R-01	Field trips	West Heritage ES
8	Pali Institute	NR100523A-01	Outdoor education program	Summit IS
9	Pali Institute	NR100523A-02	Outdoor education program	Day Creek IS
10	Pali Institute	NR100523A-03	Outdoor education program	Etiwanda IS

**8. CONSENT CALENDAR (continued)**

11	Pali Institute	NR100523A-04	Outdoor education program	Heritage IS
12	Camfel Productions	SIS100523R-01	Assembly	Summit IS
13	CalStateTEACH Program	JS100523R-01	Memorandum of Understanding for employment of intern eligible students	Etiwanda School District
14	CalStateTEACH Program	JS100523R-02	Memorandum of Understanding for student teacher placements	Etiwanda School District
15	San Bernardino County Superintendent of Schools	JJ100523A-03	Memorandum of Understanding #23/24-0657 Literacy support	Etiwanda School District

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

	<b>Consultant/ Contractor</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1	Time and Alarm Systems	ML100523R-01	Install new camera additions for new portable classrooms	Terra Vista ES
2	Time and Alarm Systems	ML100523R-02	Install new camera additions for new portable classrooms	C.P. Lightfoot ES
3	Time and Alarm Systems	ML100523R-03	Reinstall district cameras plus add one new camera	Summit IS
4	Time and Alarm Systems	ML100523A-04	Install new camera additions for new classroom buildings	Grapeland ES

**J. Approval of Amendments/Change Orders/Extension:**

	<b>Vendor / Project</b>	<b>Amendment/ Change Order Number/ Extension</b>	<b>Original Contract Date Or Dollar Amount</b>	<b>New Contract Date or Dollar Amount</b>
1	Heinemann Professional Development	JJ100523A-01 Amendment #1	\$54,400.00	\$64,000.00
2	RVH Constructors, Inc./Solorio ES Class Size Reduction	ML100523A-05 CO #1.1	\$425,000.00	\$406,734.20
3	Franklin Mechanical Systems, Inc./Solorio ES Class Size Reduction	ML100523A-06 CO #1.17	\$121,100.00	\$106,100.00
4	Rancho Pacific Electric Construction, Inc./Solorio ES Class Size Reduction	ML100523A-07 CO #1.19	\$215,000.00	\$231,102.71

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

	<b>Vendor</b>	<b>Contract Number</b>	<b>Piggyback BID</b>	<b>Location of Service</b>
1	Virco, Inc.	NR100523A-06	San Bernardino County Superintendent of Schools Bid #23/24-0005 Furniture: System and Stand Alone	Etiwanda School District

**8. CONSENT CALENDAR (continued)**

2	CN School & Office Solutions, Inc.	NR100523A-07	San Bernardino County Superintendent of Schools Bid #23/24-0005 Furniture: System and Stand Alone	Etiwanda School District
3	Lakeshore Learning Materials, LLC	NR100523A-08	San Bernardino County Superintendent of Schools Bid #23/24-0005 Furniture: System and Stand Alone	Etiwanda School District

- L. 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
West Heritage Elementary Student Fund Account – 185510	Catherine Vittorio – Principal RaShawn Voglezon – Assistant Principal Barbara Patterson – Student Success Coach/Teacher	Sylvia Gonzales – Assistant Principal
Falcon Ridge Elementary Student Fund Account – 392938	Kelly Wilbert – Principal Twyla Bowman – Assistant Principal Heather Perla – Health Services Technician	Lisa Richter – Principal
Terra Vista Elementary Student Fund Account – 185570	Kimberly Pollock – Principal Monica Apodaca – Assistant Principal Chinh Nguyen – Student Success Coach	Jane Englehardt – Teacher Tanisha Styles – Academic Advisor

- M. 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
Vendor invoices & payments, accounts payable/receivable, reconciliations	3	3 years	4 years	2018-2019	10-5-2023
Purchase Orders	3	3 years	4 years	2018-2019	10-5-2023
Cash deposits/ collections reports	3	3 years	4 years	2018-2019	10-5-2023
Bank reconciliations & canceled checks	3	3 years	4 years	2018-2019	10-5-2023
Credit charges, transactions, field trips	2	3 years	4 years	2018-2019	10-5-2023
Budget transfers & journal entries	3	3 years	4 years	2018-2019	10-5-2023
Contracts	2	3 years	5 years	2018-2019	10-5-2023

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

BP 5145.6	<i>Parent Notifications</i>
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- O. Approval of the amended job description: Health Services Coordinator.  
P. Approval of Addendum A to add ProCare Consultants, Mokiko Hollinquest, for the period of September 22, 2023, through December 29, 2023. Agreement terms and rates will remain the same.

**9. 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.

**10. 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.

**11. BOARD / STAFF COMMENTS OR SUGGESTED ITEMS FOR DISCUSSION AT UPCOMING MEETINGS****12. CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Subdivision (b) of Government Code § 54956.9

**13. RECONVENE TO OPEN SESSION**

- A. Report from Closed Session.

**14. ADJOURNMENT**

Submitted by Charlayne Sprague, Superintendent and Secretary to the Board of Trustees. As of September 20, 2023, student enrollment is 13,603 (TK-8) + 224 (CLOUDS) Total: 13,827 (+37 from August 29, 2023)

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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 (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)



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

BOARD OF TRUSTEES

Minutes

Thursday, September 14, 2023, 6:30 p.m.

<b>Members Present at Roll Call:</b>	Mr. Garcia, Mr. Gordon, Dr. Jaramillo, Ms. Karsch, and Ms. McAllaster
<b>Others Present:</b>	Ms. Sprague, Ms. Rowland, Ms. Tavolazzi, and Mr. Clafin

1. Call to Order

President Karsch called the meeting to order at 6:32 p.m. When the meeting was called to order, all members were present. President Karsch announced that all open sessions of the board meeting are audio recorded and may capture sounds and images of those participating in the meeting. President Karsch 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 Jaramillo, seconded by Member Gordon, and carried by a unanimous vote with all members present voting yes.

B. The Board of Trustees adopted the meeting minutes of the regular meeting held on June 15, 2023, as amended to correct a clerical error, as presented on a motion by Member McAllaster, seconded by Member Gordon, and carried by a unanimous vote with all members present voting yes.

C. The Board of Trustees adopted the meeting minutes of the regular meeting held on August 24, 2023, as presented on a motion by Member McAllaster, seconded by Member Gordon, and carried by a unanimous vote with all members present voting yes.

4. Educational Presentation

A. Dino Tavolazzi, Principal of Caryn Elementary School, and Pamela Parker, Assistant Principal, presented "Reaching New Heights Through Student Engagement" and shared information on academic performance and programs that engage students and families.

5. Instruction

A. Alicia Lyon, Director of Pupil Services presented recommendations and rationale for closing schools and programs to interdistrict and intradistrict transfers effective September 15, 2023. After discussion, the Board of Trustees approved the schools and programs closed for interdistrict and intradistrict transfers for the 2023-24 school year, as presented on a motion by Member Garcia, seconded by Member McAllaster, and carried by a unanimous vote with all members present voting yes.

6. Business and Legal

A. Michael Mancuso, Director of Fiscal Services, presented the following:

1. Unaudited Actuals Financial Report for the 2022-23 fiscal year.

2. Resolution No. 2324-16 of the Board of Trustees of the Etiwanda School District to adopt the "Gann" Limit, calculating the district's actual appropriations limit for the 2022-23 fiscal year and the estimated appropriations limit for the 2023-24 fiscal year.

After discussion, the Board of Trustees took action to approve the Unaudited Actuals Financial Report for the 2022-23 fiscal year on a motion by Member Gordon, seconded by Member Jaramillo, and carried by unanimous vote with all members present voting yes.

The Board of Trustees took action to approve Resolution No. 2324-16 of the Board of Trustees of the Etiwanda School District to adopt the "Gann" Limit, calculating the district's actual appropriations limit for the 2022-23 fiscal



year and the estimated appropriations limit for the 2023-24 fiscal year, on a motion by Member Garcia, seconded by Member McAllaster and carried by unanimous vote with all members present voting yes.

7. **Consent Calendar**

The Board of Trustees approved the Consent Calendar with amended item 7. F. 11. due to a clerical error, on a motion by Member Jaramillo, 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 any other action affecting employment status.
- B. 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, 2023.
- C. Ratification of the Budget Financial Reports for the period August 1 - 31, 2023.
- D. 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.
- E. Approval of the following donations:

Donated by:	Donation of:	Donated to:
Kroger Co.	Cash	Caryn ES
Scholastic, Inc.	Cash	Caryn ES
Communications Workers of America Local 9505	Cash	D.W. Long ES
D.W. Long PTO	Cash	D.W. Long ES
Solorio PTA	Cash	Solorio ES
West Heritage PTA	Cash	West Heritage ES
Best Buy Charity Custodial	Cash	Windrows ES

- F. 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	Art Specialties, Inc.	DCIS091423R-01	School graphics	Day Creek IS
2	Studio 1	DWL091423R-01	School pictures	D.W. Long ES
3	Velocity Fundraising Resources, Inc.	DWL091423R-02	Fundraiser	D.W. Long ES
4	San Bernardino County Supt. of Schools	JJ091423R-01	Professional development	Etiwanda School District
5	Art Specialties, Inc.	SIS091423R-01	School graphics	Summit IS
6	Women on the Move Network	SOL091423R-01	Youth development programs	Solorio ES
7	Flick Your Cause	EIS091423R-01	Family engagement night	Etiwanda IS
8	Frog Street Press, LLC	JJ091423R-02	Professional development	Etiwanda School District
9	Paws to Share	EIS091423R-02	Therapy dogs	Etiwanda IS

10	Rajbir Kaur Hundal	JM091423R-01	Psychoeducational assessments for students	Etiwanda School District
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7. **Consent Calendar (continued)**

11	Riley's American Heritage Farms	WIN091423R-01	Field trips	Windrows ES
12	Communicaid, Inc.	DCIS091423R-02	Translator services	Day Creek IS
13	Designing Schools	JJ091423R-03	Professional development	Etiwanda School District

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

	<b>Consultant/ Contractor</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1	Owen Electric, Inc.	ML091423R-02	30-day sub panel monitoring capacity	Grapeland ES
2	Acclaimed Electrical Services – AES	ML091423R-03	Dedicated outlet for refrigerator	Etiwanda Colony ES
3	Brown Friendly Island Concrete	ML091423R-04	Tetherball and volleyball posts	Terra Vista ES
4	Brown Friendly Island Concrete	ML091423R-05	Tetherball post	C.P. Lightfoot ES
5	Fence Craft of Upland, Inc.	SA091423R-01	Install fence at child care parking lot	East Heritage ES
6	Netsync	NR091423A-01	Microphone system in board room	Etiwanda District Office

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

	<b>Vendor</b>	<b>Contract Number</b>	<b>Piggyback BID/CMAS/NASPO</b>	<b>Location of Service</b>
1	Dugmore & Duncan, Inc.	ML091423A-01	CMAS #3-23-07-1014 7/17/23 -12/10/24	Etiwanda School District

- I. 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.

<b>Account</b>	<b>Additions/Existing</b>	<b>Deletions</b>
East Heritage Elementary Student Fund Account – 185500	Kristen Ashton – Principal Sylvia Gonzales – Assistant Principal Lucinda Meave - Clerk	Rayna Prothro – Assistant Principal
Perdew Elementary Student Fund Account – 293302	Kelly Bray – Principal Rayna Prothro – Assistant Principal Kristen Aichlmayr – Student Success Coach	Rashawn Voglezon – Assistant Principal Kamran Rahim – Administrative Designee

- J. Approval of revisions to the following Board Policies/Administrative Regulations/Exhibits.

EX 1113	<i>District, School, and Teacher Web Site</i>
AR 5131.41	<i>Use of Seclusion</i>
AR 5144	<i>Discipline</i>

- K. Approval of the 2023-2024 Consolidated Application for Funding.



- L. Approval of Addendum A to add ProCare Therapy Consultants Tara Walker and Hiwote Worku for the period of August 7, 2023, through May 24, 2024. Agreement terms and rates will remain the same.
- M. Approval of the amended job description: Supervisor of Custodial and Grounds.

8. **Superintendent**

- A. After discussion, the Board of Trustees took action to adopt Resolution No. 2324-17 of the Etiwanda School District Board of Trustees, recognizing the week of October 9-13, 2023, as *Week of the School Administrator*, on a motion by Member Gordon, seconded by Member McAllaster and carried by a unanimous vote with all members present voting yes.
- B. Superintendent Sprague congratulated Heritage Intermediate for achieving a Silver Positive Behavior Interventions and Support (PBIS) Implementation Award and Caryn Elementary for their accomplishment in securing a gold PBIS Implementation Award. She shared information on professional development on the non-student day, the Etiwanda Intermediate Community Closet program, Author Nights at Barnes and Noble, the Fentanyl presentation for families, social media updates, and upcoming events.

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."*

- A. Comments on non-agenda items:
  - Mr. Kurtis Downs commented regarding transgender.

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

- Member Gordon participated in and addressed the Patriot Day event organized by D. W. Long, extending gratitude to Principal Emily Waters for her outreach.
- Member Karsch expressed appreciation to Principal Dino Tavalazzi for his dedicated service and exceptional effort in commemorating Patriot Day.

11. **Closed Session**

The Board of Trustees adjourned to Closed Session at 7:43 p.m. to discuss items A. and B.

- A. Conference with labor negotiator (Government Code 54957.6) for the 2023-2024 school year  
District Negotiator: Laura Rowland, Assistant Superintendent of Personnel Services  
Bargaining Unit: Etiwanda Teachers Association
- B. Public Employee Performance Evaluation: Superintendent  
(Government Code 54957)

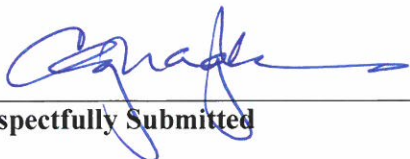
12. **Reconvene to Open Session**

The Board of Trustees reconvened into Open Session at 9:00 p.m.

- A. No further action to report.

13. **Adjournment**

The meeting was adjourned, at 9:00 p.m., on a motion by Member Gordon, seconded by Member McAllaster, and carried by a unanimous vote with all members present voting yes.

  
Respectfully Submitted

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Adopted

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ETIWANDA SCHOOL DISTRICT  
Sufficiency of Instructional Materials  
Resolution No. 2324-18

Whereas, the Governing Board of the Etiwanda School District, in order to comply with the requirements of Education Code 60119, held a public hearing on (date), at (time) o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, the information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Etiwanda School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core State Standards adopted pursuant to Education Code 60605.8;

Whereas, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics – Houghton Mifflin-Harcourt, *Go Math!* (K -5<sup>th</sup> grade), Glencoe, *California Math* (6 – 8 grades)
- Science – *Amplify Science* (Grades K-8)
- History-social science – Harcourt Brace School Publishers, *Reflections* (Grades K – 5), Glencoe/McGraw-Hill, *Discovering Our Past*, (Grades 6 – 8)
- English language arts, including the English language development component of an adopted program – McGraw Hill, *Wonders* (Grades K – 5), and *StudySync* (Grades 6 – 8)

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in a foreign language or health classes, and;

Therefore, it is resolved that for the 2023-2024 school year, the Etiwanda School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

ADOPTED, SIGNED, and APPROVED this 5th day of October 2023  
BOARD OF TRUSTEES OF THE ETIWANDA SCHOOL DISTRICT

Authorized Signature

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk





ETIWANDA SCHOOL DISTRICT

October 5, 2023 (Board Meeting)



# 2023-24 FACILITIES PRESENTATION UPDATE

SLIDESHMANIA.COM



# DISTRICT TEAM

Mike Higgins, Jeff Fraser, & Maria Lopez

Michael Mancuso

Doug Claflin







# Presentation Overview



Area Developments



Student Enrollment & Major Projects



Funding & Recommendations



# AREA DEVELOPMENT

## Schools with Growth in 4-15 Years

### West Heritage

- Apartments at Foothill and Masi (1,434 units)
- Apartments at Foothill and East (324 units)
- Apartments at Foothill and Cornwall (80 units)

### Grapeland – In-fill tracts

Perdew – Apartments at Foothill and Etiwanda (857 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 (2,725 units)



# STUDENT PROJECTIONS

School	Etiwanda CURRENT CAPACITY (Moderately Loaded) (Proposed Usage)	2024-2025	2025-2026	2026-2027	2027-28 (Build-out)
Windrows Elementary School	643	563	556	560	551
Caryn Elementary School	643	518	497	482	1430
West Heritage Elementary School	830	632	676	684	968
Carleton P. Lightfoot Elementary School	954	867	842	800	765
East Heritage Elementary School	803	595	553	487	763
Terra Vista Elementary School	1184	891	879	848	829
David W. Long Elementary School	963	754	735	689	659
Cecilia L. Solorio Elementary School	904	795	791	785	776
John L. Golden Elementary School	935	842	798	734	686
Grapeland Elementary School	771	594	599	572	553
Etiwanda Colony Elementary School	854	558	538	576	786
Perdew Elementary School	890	679	658	702	710
Falcon Ridge Elementary School	794	503	494	613	838
Elementary Total	11168	8791	8616	8532	10314



# STUDENT PROJECTIONS

School	Etiwanda CURRENT CAPACITY (Moderately Loaded) (Proposed Usage)	2024-2025	2025-2026	2026-2027	2027-28 (Build-out)
Etiwanda Intermediate School	1600	1228	1340	1488	1437
Summit Intermediate School	1568	1020	975	1039	1210
Heritage Intermediate School	1536	1189	1107	1047	1252
Day Creek Intermediate School	1536	1264	1225	1171	1536
Intermediate Total	6240	4701	4647	4745	5435
Etiwanda Alternative Studies Education		47	41	41	38
Community Day School		1	0	0	0
Grand Total	17408	13540	13304	13318	15787



# FUNDING

## Project Funding Sources

Currently Available Funds - Not Committed to Project as of 7/1/23

- Measure I (Series C) - \$21,087,048
- Community Facilities Districts (CFDs) - \$49,676,447
- Reserve for Capital Outlay (Fund 40) - \$65,353,497
- Building Fund (Fund 25) - \$7,391,400
- Building Fund (Fund 35) - \$34,324





# 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
  - Building Fund (Fund 25) - \$3,150,000
  - Fund 35 and 40 Interest - \$2,000,275
- Long Term (6 - 15 Years)
  - New CFDs (Large Developments) - \$136,299,624
  - OPSC State Matching Funds (Fund 35) - \$16,812,282





# MAJOR PROJECTS

Remaining Construction Commitments

• Etiwanda Operations Center	\$7,562,439	
• Etiwanda Intermediate Modernization	\$60,389,891	
• Summit M-Wing Replacement	\$23,653,849	
• West Heritage Modernization	\$15,544,326	
• Grapeland Elementary 8 Classroom Addition	\$1,605,494	
• Terra Vista Elementary Growth Portables	\$1,043,738	
• C.P. Lightfoot Elementary Growth Portables	\$1,139,289	
• Summit Heights School - Property Purchase	\$10,000,000	
• Other (Technology, Classrooms, HVAC, Restrooms, CFD Refunds)	<u>\$24,279,971</u>	
	<b>\$145,218,997</b>	



# Etiwanda Operations Center (EOC)

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





# Etiwanda Operations Center (EOC)

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





# Etiwanda Operations Center (EOC)

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# Etiwanda Operations Center (EOC)

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





# Etiwanda Intermediate Modernization

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





# Etiwanda Intermediate Modernization

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





# Etiwanda Intermediate Modernization

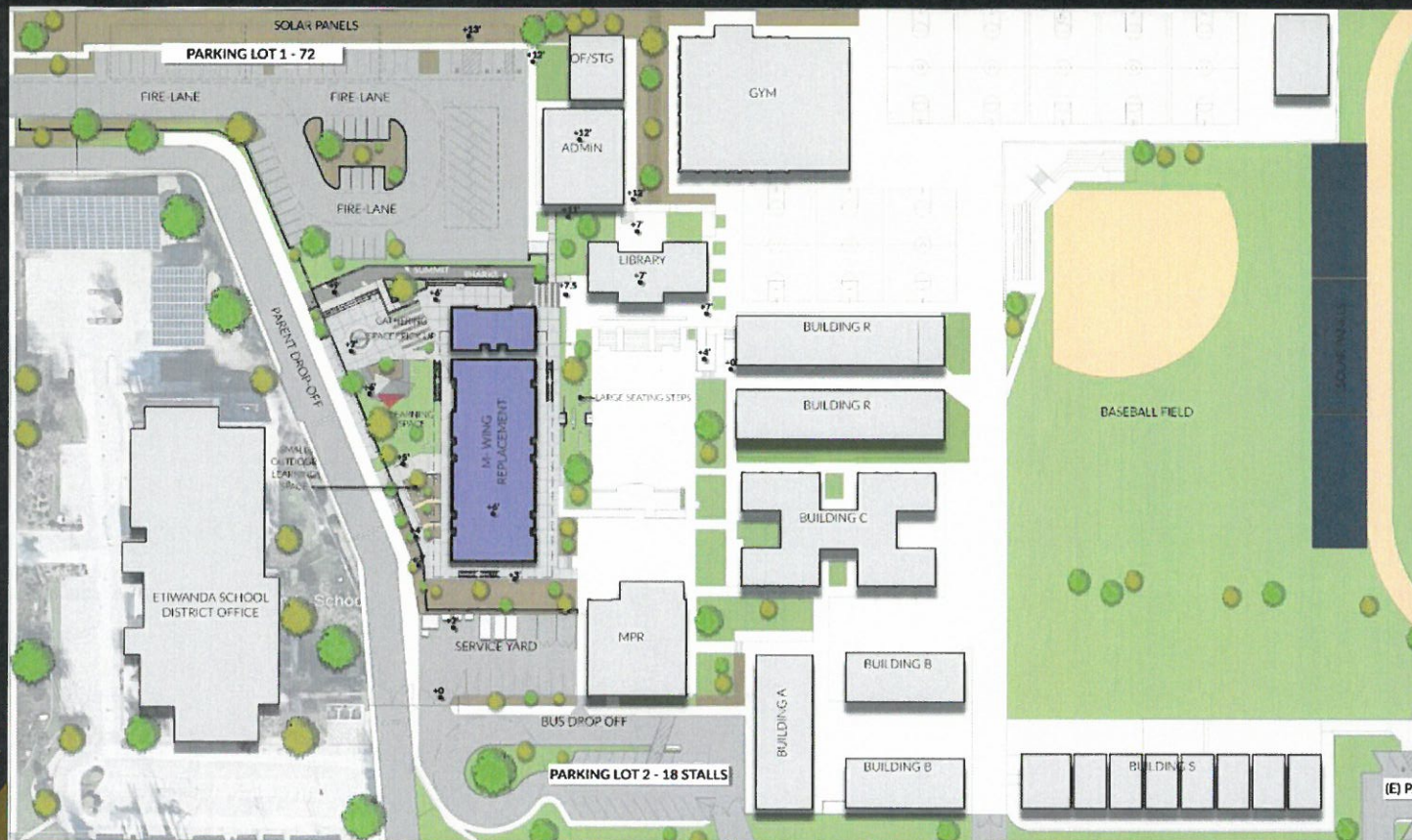
Projected Construction: June 2024 - April 2027; Projected Occupancy: July 2027





# Summit Intermediate M-Wing Replacement

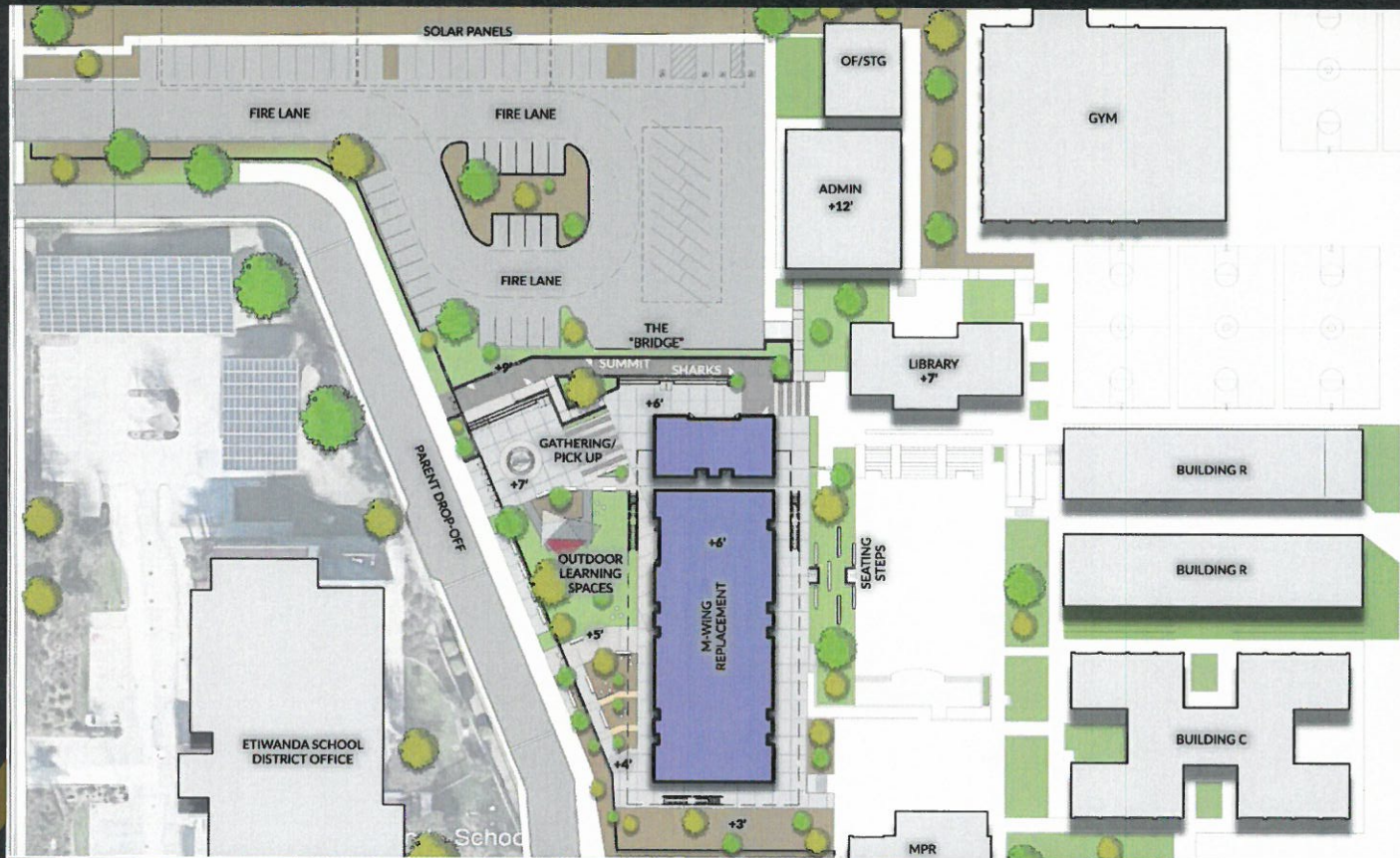
Projected Construction: May 2024 - April 2025; Projected Occupancy: July 2025





# Summit Intermediate M-Wing Replacement

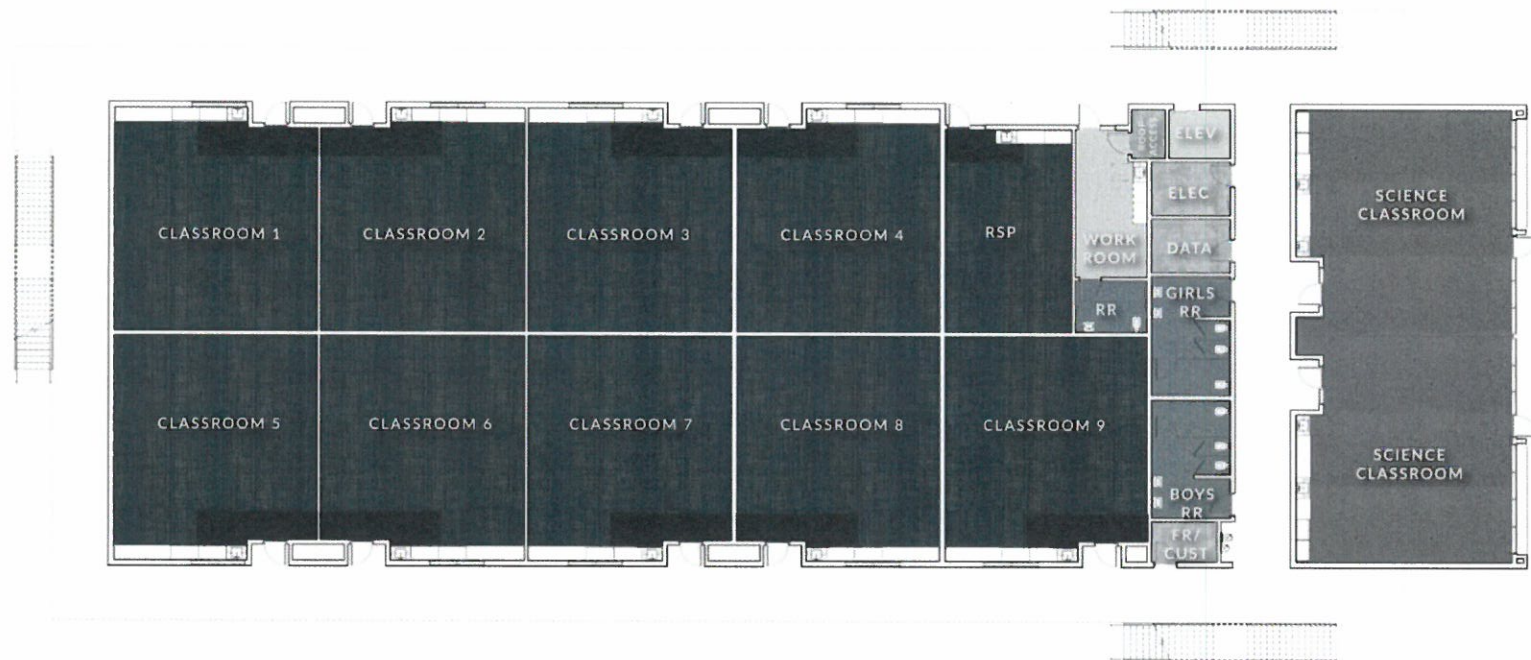
Projected Construction: May 2024 - April 2025; Projected Occupancy: July 2025





# Summit Intermediate M-Wing Replacement

Projected Construction: May 2024 - April 2025; Projected Occupancy: July 2025



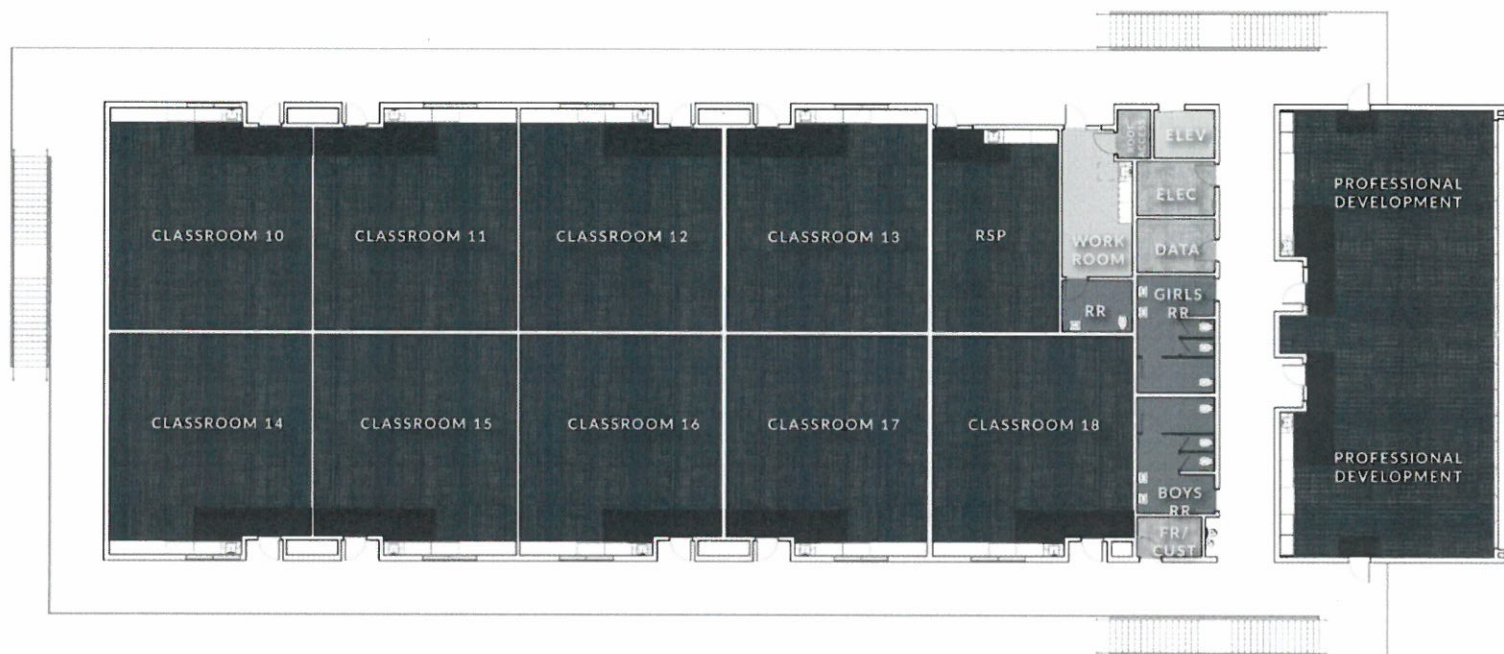
TOTAL SQ. FT 12,030

FIRST FLOOR FINISHES PLAN



# Summit Intermediate M-Wing Replacement

Projected Construction: May 2024 - April 2025; Projected Occupancy: July 2025



TOTAL SQ. FT 12,030

SECOND FLOOR FINISHES PLAN



# Summit Intermediate M-Wing Replacement

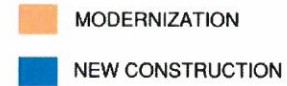
Projected Construction: May 2024 - April 2025; Projected Occupancy: July 2025





Projected Construction: Jan 2025 - April 2026; Projected Occupancy: July 2026

Projected Construction: Jan 2025 - April 2026; Projected Occupancy: July 2026





# Grapeland Elementary – 8 Classrooms

Projected Occupancy: Occupied





# Grapeland Elementary - 8 Classrooms

Projected Occupancy: Occupied





# Terra Vista Elementary - Classrooms & RR

Projected Occupancy: Occupied





# C. P. Lightfoot Elementary - Classrooms

Projected Occupancy: Occupied





# Summit Heights Elementary Potential Site

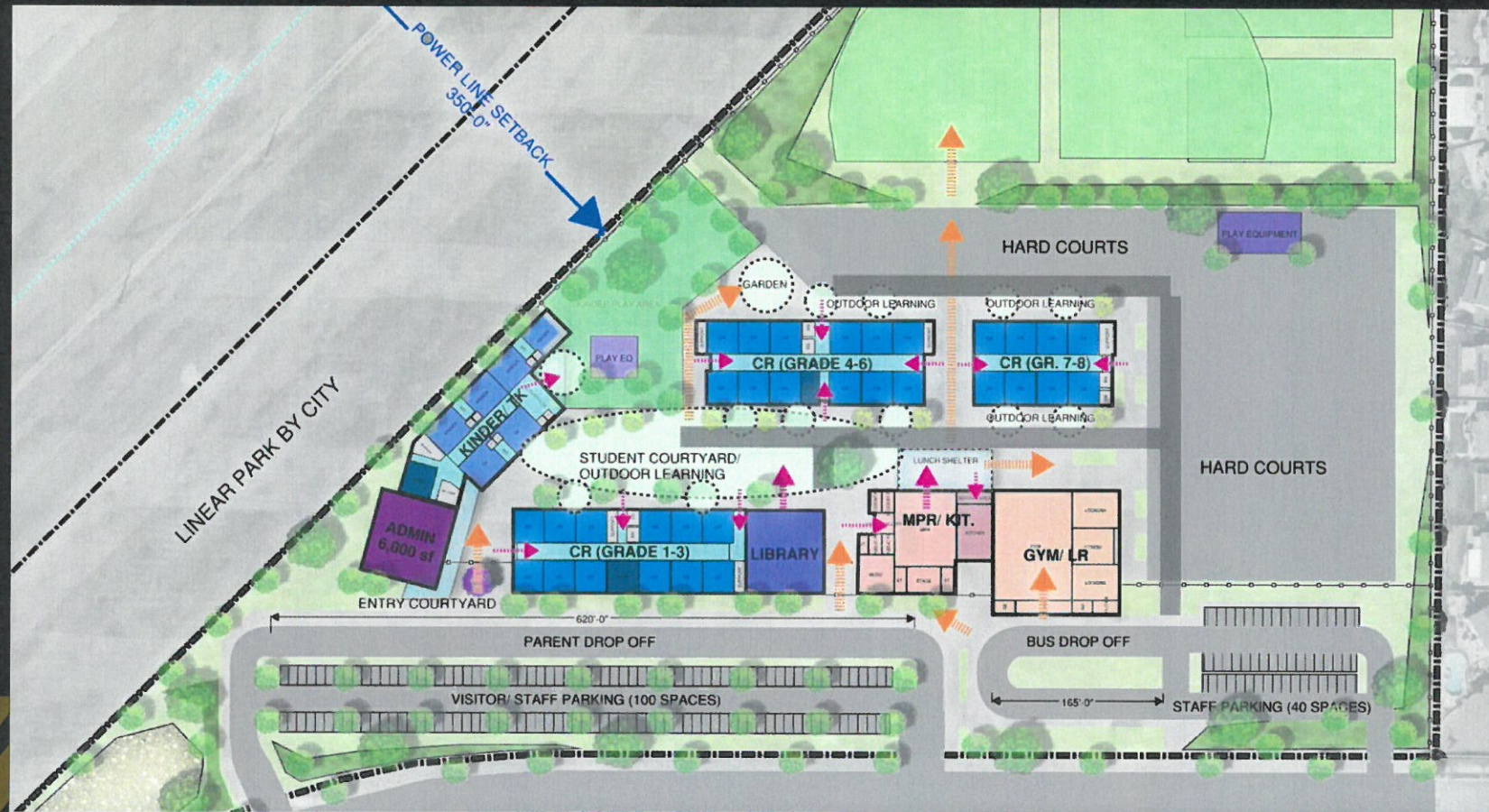
Projected Construction: Unknown





# Summit Heights Elementary Potential Site

Projected Construction: Unknown





# On-Going Status Report



# ESD Facilities

## Project Status Update

### 09-26-23

**\*Remaining Construction Commitment Amounts As-Of: 9-25-2023**

- **District Operations Center, FPN-056**
  - Current Project Status: 82% completed
  - Drywall 100% hung 90% finished
  - Exterior doors installed
  - Currently working on site irrigation, grading for site concrete, site fencing, interior electrical.
  - Main electrical switchgear installed. Edison scheduled to power up the site in October
  - Projected Completion Date: Dec 2023
  - Estimated Move In: Jan 2024
  - Estimated Project Cost: **\$24,263,236**
  - Remaining Construction Commitment: **\$7,562,439**
  
- **Grapeland New Classroom Buildings, FPN-085**
  - Current Project Status: 99% completed
  - Revised completion date: Oct 2023
  - Buildings are occupied
  - Remaining items: Landscape, final HVAC commissioning, site irrigation and drainage issues, and Access Control.
  - Estimated Project Cost: **\$9,536,488**
  - Remaining Construction Commitment: **\$1,036,129**
  
- **Grapeland New Classroom Building (Design Only), FPN-118**
  - Design Development Phase: Currently underway
  - DSA approval phase: October 2023 through January 2024
  - Estimated Project Cost: **\$457,425**
  - Remaining Construction Commitment: **\$425,025**



- **Perdew New Classroom Building (Design Only), FPN-117**
  - Design Development Phase: Currently underway
  - DSA approval phase: October 2023 through January 2024
  - Estimated Project Cost: **\$497,755**
  - Remaining Construction Commitment: **\$465,355**
  
- **EIS Interim Housing (in preparation for modernization), FPN-071H**
  - DSA Approval Phase: Currently underway
  - Public Bidding Phase: Nov 2023 – Dec 2023
  - Construction Phase: Jan 2024 – May 2024
  - Move in Phase: Jun 2024 – Jul 2024
  - Estimated Project Cost: **\$5,615,948**
  - Remaining Construction Commitment: **\$4,604,487**
  
- **EIS Campus Modernization, FPN-071**
  - Construction Documents Phase: Current underway
  - DSA Approval Phase: Sep 2024 – Feb 2024
  - Public Bidding Phase: Mar 2024 – April 2024
  - Construction Phase: Fall 2024 – April 2027
  - Project Close Out: May – June 2027
  - Move-In: Jul 2027
  - Estimated Project Cost: **\$56,871,630**
  - Remaining Construction Commitment: **\$55,285,404**
  
- **SIS Campus M-Wing Replacement, FPN-119**
  - Construction Documents Phase: Jun 2023 – Sep 2023
  - DSA Approval Phase: Nov 2024 – Feb 2024
  - Public Bidding Phase: Mar 2024 – April 2024
  - Construction Phase: May 2024 – April 2025
  - Project Close Out: May – June 2025
  - Move-In: Jul 2025
  - Estimated Project Cost: **\$23,950,600**
  - Remaining Construction Commitment: **\$23,653,849**



- **DCIS HVAC Replacement, FPN-037**
  - DSA Approval: Dec – 2022
  - Schedule being determined based on equipment lead times
  - DSA approved plans are valid through Dec – 2026
  - Estimated Project Cost: **\$4,913,317**
  - Remaining Construction Commitment: **\$4,395,607**
  
- **WH MPR/Library/Kinder Project, FPN-118**
  - Construction timeline will be determined after a specific design is approved
  - DSA Approval Phase: Oct. 2024 - March 2025
  - Public Bidding Phase: April 2025 - May 2025
  - Construction Phase: Jan. 2025 - April 2026
  - Project Close Out: May 2026 - June 2026
  - Move-In: July 2026
  - Estimated Project Cost: **\$15,544,326**
  - Remaining Construction Commitment: **\$15,544,326**
  
- **C.P. Lightfoot TK Portables, FPN-111**
  - Estimated Project Cost: **\$1,942,370**
  - Remaining Construction Commitment: **\$1,139,289**
  
- **Solorio CSR Conversion, FPN-122**
  - Estimated Project Cost: **\$1,178,148**
  - Remaining Construction Commitment: **\$771,697**
  
- **Terra Vista Growth Portables, FPN-110**
  - Estimated Project Cost: **\$1,695,556**
  - Remaining Construction Commitment: **\$969,670**



# RECOMMENDATIONS

Current Funds Available	\$143,542,716
Funds Available Within 5 Years	\$39,911,355
Projects To Fund	(\$145,218,997)
<hr/>	
Project Fund Balance	\$38,235,074

**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.







CAN WE ANSWER  
ANY QUESTIONS?





THANK YOU



**Charlayne Sprague**  
Superintendent  
**Douglas M. Claflin**  
Assistant Superintendent of Business Services  
**Laura Rowland**  
Assistant Superintendent of Personnel Services  
**Jeannie Tavalazzi**  
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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 28, 2023

Please place the following personnel report on the Board Agenda for ratification at the meeting of October 5, 2023.

**I. Classified Resignation**

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Vanessa Garcia	Instructional Aide	9/29/2023
Madison Greuel	Instructional Aide	9/22/2023
Gina Sun	Child Care Assistant	9/13/2023

**II. Classified Termination**

<u>Termination</u>	<u>Position</u>	<u>Date</u>
#10131	Food Service Worker I	9/8/2023
#10219	Instructional Aide	9/25/2023

**III. Classified ReHire**

<u>ReHire</u>	<u>Position</u>	<u>• Classified Salary Schedule</u>	<u>Date</u>
Terra Valadez	Instructional Aide	56b Step 1	9/12/2023

• Tentative placement based upon final verification of experience

**IV. Classified Appointment**

<u>Appointment</u>	<u>Position</u>	<u>• Classified Salary Schedule</u>	<u>Date</u>
Anabelet Badajos Picon	Instructional Aide	56b Step 1	9/12/2023
Christin Cenderelli	Instructional Aide	56b Step 1	9/25/2023
Alexandra Gregory	Instructional Aide	56b Step 1	10/2/2023
Aaliyah Williams	Child Care Assistant	54b Step 1	10/2/2023
Marilu Williams	Food Service Worker I	54b Step 1	8/28/2023
Hyunmin Yun	Food Service Worker I	54b Step 1	8/4/2023

• Tentative placement based upon final verification of experience



V.	Classified	• Classified		
	<u>New hire</u>	<u>Position</u>	<u>Salary Schedule</u>	<u>Date</u>
	Ashley Arias	Instructional Aide	56b Step 1	9/25/2023
	Elena Barron	Child Care Assistant	54b Step 1	9/14/2023
	Ashley Blacketer	Child Care Assistant	54b Step 1	9/12/2023
	Marie Chang	Instructional Aide	56b Step 1	9/19/2023
	Marlene Encinas	Campus Support	51a Step 1	9/18/2023
	Stephanie Esqueda	Child Care Assistant	54b Step 1	9/5/2023
	Christine Gates	Child Care Assistant	54b Step 1	9/12/2023
	Melissa Gomez	Child Care Assistant	54b Step 1	9/18/2023
	Ariel Gutierrez	Child Care Assistant	54b Step 1	9/12/2023
	Andrew Guzman	Instructional Aide	56b Step 1	9/25/2023
	Crystal Linares	Campus Support	51a Step 1	9/12/2023
	Vanessa Lopez	Child Care Assistant	54b Step 1	9/12/2023
	Brittney Miller	Child Care Assistant	54b Step 1	9/18/2023
	Rita Newton	Campus Support	51a Step 1	9/12/2023
	Derrico Peck	Instructional Aide	56b Step 1	9/12/2023
	Jeanine Reyes	Instructional Aide	56b Step 1	9/18/2023
	Amber Rich	Instructional Aide	56b Step 1	9/18/2023
	Adan Rivera	Food Service Worker I	54b Step 1	9/12/2023
	Bailee Sandoval	Child Care Assistant	54b Step 1	9/25/2023
	Juliana Tellez	Instructional Aide	56b Step 1	9/12/2023
	Jenesis Vazquez	Child Care Assistant	54b Step 1	9/18/2023
	Katie Wilson	Instructional Aide	56b Step 1	9/18/2023

- Tentative placement based upon final verification of experience

VI.	Classified		
	<u>Increase of Hours</u>	<u>Position</u>	<u>Date</u>
	Nikki Partida	Child Care Assistant (17.5 to 20 hrs./week)	9/25/2023

VII.	Classified Temporary		
	<u>Increase of Hours</u>	<u>Position</u>	<u>Date</u>
	Ashley Arias	Instructional Aide (15 to 32.5 hrs./week)	9/25/2023-5/23/2024
	Christin Cenderelli	Instructional Aide (15 to 29.5 hrs./week)	9/25/2023-5/23/2024
	Dennis Hester	Instructional Aide (15 to 22.5 hrs./week)	9/18/2023-5/23/2024
	Jeremie Lara	Clerk Typist I (15 to 40 hrs./week)	9/18/2023-5/24/2024
	Derrico Peck	Instructional Aide (15 to 32.5 hrs./week)	9/12/2023-5/23/2024
	Amber Rich	Instructional Aide (15 to 29.5 hrs./week)	9/18/2023-5/23/2024
	Juliana Tellez	Instructional Aide (15 to 32.5 hrs./week)	9/12/2023-5/23/2024
	Katie Wilson	Instructional Aide (15 to 29.5 hrs./week)	9/18/2023-5/23/2024

VIII.	Classified requested		
	<u>Decrease of Hours</u>	<u>Position</u>	<u>Date</u>
	Alycia Roberts-Piccolo	Instructional Aide (20 to 15 hrs./week)	9/29/2023

IX.	Certificated		
	<u>Increase of Contract</u>	<u>Position</u>	<u>Date</u>
	Stephanie Jones	Speech Language Pathologist Teacher from 80% to 100%	10/2/2023

X.	Approval of the following modified contracts for the 2023-2024 school year.		
	<u>Name</u>	<u>Position</u>	<u>Modified</u>
	Amy Navarro	Speech Language Pathologist Teacher	80%



**XI. 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 –10/5/2023 -5/23/2024

Julianna Alvarado 6	Jacob Arellano 13	Jillian Bradley 1, 13	Brenda Espitia 2
Haneen Fakhoury 1	Daniela Guzman 1	Luis Guzman 13	Veronica Herrera 1
Caroline Hitchman 13	Natalie Horacek 1	Heather Langley 5	Lynda Mendoza 2
Rania Murad 13	Edelmira Ochoa 1	Eva Perez 13	Michaela Reece 6
Stephanie Rossi 13	Haylee Schrier 6	Brittani Schwartz-Miklik 13	Stephanie Silvas 2
Renee Sentance 1	Laura Solis 13	Nithyadevi Subramanian 1,13	Alessandra Torres 6
Mayra Tovar 5	Sydney Vargas 1	Yvonne Wilson 6	

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

Effective –8/7/2023 -5/23/2024

Mary Aguilar	Chelsi Buigues	Natalie Covarrubias	Jina Delgado
Kayla Fujimoto	Kathryn Glenn	Christina Ghods	Jonathan Gomez
Alisha Iniguez	Cori Jones	Salina Juarez	Erika Ortiz
Jasmine Rosenbrock	Samantha Rector	Jessica Sabin	Amisha Shah
Arlene Urzua-Lee	Katherine Voce		



### CLERK'S CERTIFICATE

I, \_\_\_\_\_, 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 \_\_\_\_\_ *(Approval of the personnel report dated September 28, 2023, 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 5th day of October 2023 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: \_\_\_\_\_

---

Clerk of the Board of Trustees  
of the Etiwanda School District



## CFD PAYMENT LOG 2023/2024

[illegible]



**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



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April McAllaster

6061 East Avenue, Etiwanda, California 91739

[www.etiwanda.k12.ca.us](http://www.etiwanda.k12.ca.us)

(909) 899-2451 FAX (909) 803-3032

### *Equipment Disposal Form*

To: Purchasing

Date: 9/8/23

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

Submitted by: Mike Higgins

School / Department: Operations & Facilities

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	1995 Ford Truck - 381850	F250	1FTHF25GOSNB77494	Truck #3	0
1	1996 Ford Truck - 1126155	F250	1FTHX25HOTEAS6620	Truck #23	0
1	1999 Ford Truck - 1162904	F250	1FTNF20L2XED60328	Truck #24	0
1	2000 Ford Truck - 1207663	F250	3FTNF20LXYMA57616	Truck #27	0
1	2001 Ford Truck - 1223352	F250	1FTNF20L31ED33677	Truck #29	0
1	2001 Ford Truck - 1223353	F250	1FTNF20L81ED33657	Truck #28	0

Board Approval Date: \_\_\_\_\_



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

To: Purchasing Date: 09/19/2023

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

Submitted by: Kathy Meyers

School / Department: DCIS / ITSC

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Box of misc. cords	various	-	N/A	0
1	Box of keyboards	various	-	N/A	0
9	Dell Monitors	various	-	N/A	0
1	Dell Monitor	U2410f	-	12426	0
1	Dell Optiplex	7010	-	12401	0
1	Dell Optiplex	7010	-	12634	0
1	Dell Optiplex	7010	-	12402	0
1	Dell Optiplex	390	-	11249	0
1	Dell Optiplex	7010	-	12394	0
1	Dell Optiplex	7010	-	12395	0
1	Brother All-in-One Printer	MFC-8890dw	-	N/A	0
3	Hovercams	T3 & Solo Spark	-	N/A	0
1	Pyle Amplifier	PDA6BU.5	-	N/A	0

Board Approval Date: \_\_\_\_\_



**Charlayne Sprague**  
 Superintendent  
**Douglas M. Clafin**  
 Assistant Superintendent of Business Services  
**Laura Rowland**  
 Assistant Superintendent of Personnel Services  
**Jeannie Tavalazzi**  
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### *Equipment Disposal Form*

To: Purchasing Date: 9/19/2023

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

Submitted by: Karen Ferns

School / Department: Caryn Elementary

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1 Ea.	Laminator	Ultima 65		ESD-4651	\$ ∅

Board Approval Date: \_\_\_\_\_



**Charlayne Sprague**  
Superintendent  
**Douglas M. Claflin**  
Assistant Superintendent of Business Services  
**Laura Rowland**  
Assistant Superintendent of Personnel Services  
**Jeannie Tavalazzi**  
Assistant Superintendent of Instruction and Pupil Services  
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April McAllaster

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

### *Equipment Disposal Form*

To: Purchasing Date: 09/19/2023

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

Submitted by: Kathy Meyers

School / Department: DCIS / ITSC

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	CBS Duplo Copier #7	DP-330Le	050959026	N/A	0
1	Samsung VCR	DVD-V4600		N/A	0
2	JVC-DVD Video Recorder	DR-MV150		N/A	0
4	Toshiba VHS/DVD Player			N/A	0
8	Sharp Television			N/A	0

Board Approval Date: \_\_\_\_\_



**Charlayne Sprague**

Superintendent

**Douglas M. Claflin**

Assistant Superintendent of Business Services

**Laura Rowland**

Assistant Superintendent of Personnel Services

**Jeannie Tavalazzi**

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](http://www.etiwanda.k12.ca.us)

(909) 899-2451 FAX (909) 899-9521

To: Charlayne Sprague

FROM: Douglas M. Claflin

RE: Report of Fingerprint Certification

DATE: September 20, 2023

Please place the following Report of Fingerprint Certification on the Board Agenda for ratification during the meeting of October 5, 2023:

1. \*One-on-One Learning
2. \*Royale Management Group, LLC

\*Denotes submission of renewal certification and/or an updated employee list.

***Bold Print = 1<sup>st</sup> Clearance***



## FINGERPRINT REQUIREMENTS

RECEIVED  
SEP 12 2023

BY: *Renewal*  
2023-2024

Name of Agency: One on One Learning

Address: 8900 SW 117 Ave C-103

City: Miami, FL

Zip: 33186

Attention: Members of the Governing Board  
Etiwanda School District  
6061 East Avenue  
Etiwanda, CA 91739

Re: Certification Requirements Pursuant to California Education Code Section 45125.1

**Pursuant to your request, my company has completed the requirements of California Education Code Section 45125.1, and do hereby make the following written certifications to the Governing Board of the Etiwanda School District:**

1. None of our employees who may come in contact with pupils of the district have been convicted of a felony, as defined in California Education Code Section 45122.1.
2. Attached hereto as "Exhibit A", is a list of employees (names) of the undersigned who may come into contact with pupils.
3. Each employee listed on Exhibit A has been cleared by the Department of Justice (DOJ) pursuant to a fingerprint check conducted in accordance with California Education Code Section 45125.1.

### AGENCY CERTIFICATION:

Andrea Rau

\_\_\_\_\_  
PRINTED NAME (Authorized Representative)

*Andrea Rau*

\_\_\_\_\_  
SIGNATURE OF AGENCY (Authorized Representative)

09/07/2023

DATE

# EXHIBIT A

RECEIVED  
SEP 12 2023

BY: *Renewal*  
*2023-2024*

## LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Edward Greenwald

Caitlyn Thompson

Elisa Lopez

Tatiana Starks

More TDB

f:nurses:AgencyContract:OriginalContractforRenewal:7.29.2022



RECEIVED  
SEP 18 2023

**FINGERPRINT REQUIREMENTS**

BY: Renewal  
2023-2024

Name of Consultant/Lecturer/Presenter/Contractor:

Royale Management Group LLC

Address: 24551 DEI Prado #996 City: Dana Point Zip 92629

Attention: Members of the Governing Board  
Etiwanda School District  
6061 East Avenue  
Etiwanda, CA 91739

Re: Certification Requirements Pursuant to Education Code Section 45125.1

**Pursuant to your request, my company has completed the requirements of Education Code Section 45125.1, and do hereby make the following written certifications to the Governing Board of the Etiwanda School District:**

1. None of our employees who may come in contact with pupils of the district have been convicted of a felony, as defined in Education Code Section 45122.1.
2. Attached hereto as "Exhibit A", is a list of employees (names) of the undersigned who may come into contact with pupils.
3. Each employee listed on Exhibit A has been cleared by the Department of Justice (DOJ) pursuant to a fingerprint check conducted in accordance with Education Code Section 45125.1.

CONTRACTOR: Royale Management Group LLC

Printed Name Martin A Ponce

Martin A Ponce  
SIGNATURE OF CONTRACTOR

RECEIVED  
SEP 18 2023

BY: *Renewal*  
*2023-2024*

# EXHIBIT A

## LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Jared Eberwein

Mitch McKelvey

Dallas Weimers



Position/Title	Mileage Stipend rate effective July 1, 2023	Cell Phone Stipend effective July 1, 2023
<b>Certificated</b>		
Executive Director of Special Education	\$321	\$25
Director of Personnel	\$321	\$25
Director of Pupil Services	\$321	\$25
Director of Instruction	\$321	\$25
Instruction Dept. Education Coordinator*	\$58	\$25
Instruction Dept. Education Coordinator*	\$64	\$25
Director of Data Assessment & Accountability	\$64	\$25
Professional Development Providers/UA Coaches	\$95	\$25
Extended Day Program Coordinator	\$160	\$25
Principals	\$65	\$25
Psychologists	\$0	\$25
Lead Psychologists	\$155	\$25
Clinical Counselors / Intern Facilitators	\$155	\$25
Associate Clinical Counselors	\$85	\$25
Program Specialist/Special Ed Coordinator	\$159	\$25
Health Svc. Coordinator	\$160	\$25
Nurses	\$167	\$25
Adaptive Physical Ed Teacher	\$158	\$25
Elementary Physical Ed Teacher	\$0	\$25
Library Services Program Specialist	\$62	\$25
District Teacher Librarian	\$63	\$25
<b>Classified</b>		
Director/Manager, Fiscal Services	\$184	\$25
Director/Manager, Child Nutrition	\$184	\$25
Behavioral Specialists	\$187	\$25
Occupational Therapist	\$176	\$25
Occupational Therapist II	\$187	\$25
Extended Learning Program Supervisor	\$111	\$25

Position/Title	Mileage Stipend rate effective July 1, 2023	Cell Phone Stipend effective July 1, 2023
Child Care Coordinators 10.5 Month	\$20	\$0
Child Care Coordinators 11.5 & 12 Month	\$44	\$0
Associate Clinical Counselors	\$85	\$25
<b>Technology</b>		
Director/Manager, Data Systems	\$184	\$25
Systems Engineer/Security & Network	\$0	\$25
Systems Analyst/Programmer	\$184	\$25
Computer Support Specialist/Technician	\$184	\$25
Computer Support Technician - Instruction	\$0	\$25
School Site ITSC (1FTE)	\$46	\$25
<b>Maintenance &amp; Operations</b>		
Director of Operations & Facilities	\$184	\$25
Supervisor of Facilities	\$111	\$25
Supervisor Grounds / Supervisor Maintenance	\$0	\$25
* Stipend amounts vary due to work calendar and job duties.		



### CLERK'S CERTIFICATE

I, \_\_\_\_\_, 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 \_\_\_\_\_ (*Ratification of mileage stipends and cell phone stipend effective July 1, 2023.*) that was duly passed, approved and adopted at a regular meeting place thereof on the 5<sup>th</sup> day of October 2023, 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 business and legal 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 5, 2023

---

Clerk of the Board of Trustees  
of the Etiwanda School District

Computer Technology Maintenance Support Agreements & Subscriptions - 2023/2024							
Vendor	Program	Term Start Date	Term End Date	Term in Years	Auto Renewal	Required Days Notice	Cost
Aeries Software	Aeries	7/1/2023	6/30/2024	1	No		\$65,526.00
Altair	Monarch Software - Payroll	10/29/2022	10/28/2023	1	No		\$4,788.00
Apptegy	Rooms/Website	7/1/2023	6/30/2024	1	Yes	30	\$95,466.67
BrainPOP	BrainPop & BrainPop Jr	8/1/2023	7/31/2024	1	No		\$34,798.50
Brightly Software (formerly Dude Solutions)	Dude Work Order Software	7/1/2022	6/30/2025	3	Yes	30	\$69,703.30
Brightwheel	Preschool online payment svcs	7/1/2023	6/30/2024	1	Yes	30	\$7,800.00
California School Boards Association	Gamut Online Svcs/Board Policy	7/1/2023	6/30/2024	1	No		\$4,350.00
Care Solace	Care Solace web access/ Counseling	7/1/2023	6/30/2024	1	Yes	60	\$34,603.00
Cengage Learning	Gale eBooks Hosting Fee	2/8/2023	2/7/2024	1	No		\$150.00
Cintas	LifeReady license for AEDs	1/21/2023	1/20/2024	1	No		\$3,675.00
COMPanion	Textbook Tracker	7/1/2023	6/30/2024	1	No		\$36,094.00
Converge One	Cisco SMARTnet/Network	5/1/2021	4/30/2024	3	Yes	30	\$73,723.38
Converge One	Cisco Umbrella/Network	3/1/2021	3/1/2024	3	Yes	30	\$56,440.80
Cooperative Organization	CODESP/Personnel	7/1/2023	6/30/2024	1	No		\$2,400.00
Coughlan Companies Inc	Pebble Go/e-Books	6/30/2021	1/14/2024	3	Yes	Before Exp.	\$36,768.55
Crown Castle/Sunesys	Wide Area Network Svcs	7/1/2022	6/30/2024	1	Yes	90	n/a
Curriculum Associates	iReady - Intermediate/Assessments	7/1/2023	6/30/2025	2	No		\$73,872.00
Curriculum Associates	iReady - Elementary/Assesments	7/1/2023	6/30/2025	2	No		\$445,655.00
Curriculum Associates	Ellevation/ELL Tracking	6/1/2021	5/31/2024	3	No		\$38,409.86
Discovery Education	Discovery Ed & STEM connect/Video	10/1/2022	9/30/2023	1	Yes	90	\$85,150.00
Document Tracking Srv	Document Tracking Services/ Doc Prep	7/1/2023	6/30/2026	3	No		\$3,678.00
DocuSign	DocuSign	10/21/2022	10/20/2023	1	No		\$1,811.25
Edmentum	Courseware - Library	8/31/2023	8/30/2026	3	Yes	30	\$32,400.00
ESGI	Assessment Software	7/1/2023	6/30/2024	1	Yes	30	Various
ESRI	ArcGIS Software/Mapping	8/24/2022	8/23/2023	1	No		\$750.00
ET Water Systems	Data and Flow Service @ FR	9/4/2022	9/4/2023	1	No		\$478.00
Exym	Exym/Behavioral Health Case Mgmt	11/1/2022	10/31/2024	2	Yes	30	\$18,480.00
Fulcrum Mgmt Svcs	Thought Exchange/Surveys	7/1/2023	6/30/2024	1	Yes	60	\$29,172.15
Gray Step Software	ASB Works/Online Parent Store for S.B.F.	7/1/2023	6/30/2024	1	Yes	30	\$8,383.00
GST/Golden Star Tech	Barracuda Spam Filter/Network	7/1/2023	6/30/2024	1	Yes	30	\$45,604.06
Harris School Solutions	EZ School Pay/E-Tritition/Child Nutrition	3/1/2023	2/28/2024	1	Yes	60	\$22,104.21
Heartland Payment Solutions	Menu planning/Child Nutrition	7/1/2023	6/30/2024	1	No		\$720.00
Imagine Learning	Imagine learning	7/1/2023	6/30/2024	1	Yes	30	\$38,250.00
Insight Public Sector	Microsoft Licensing/Network Security	4/30/2023	n/a	n/a	n/a		\$39,104.34
Intrado Interactive Svcs Corp	School Messenger	11/1/2022	11/1/2023	Do Not Renew	Yes	30	\$24,359.40
IXL Learning	IXL Site Licenses	7/1/2023	6/30/2024	1	No		Various
Keyway Network Systems	Colocation of Server/Network	7/1/2023	6/30/2024	1	Yes	30	\$1,798.80
Learning A-Z	Reading A-Z & Raz Kids	9/1/2022	8/31/2023	1	No		Various
Mind Education	ST Math	5/1/2023	6/30/2024	1	Yes	Immediate	\$75,300.00
Movie Licensing USA (Formerly Swank)	Movie licensing usa	7/1/2022	6/30/2025	3	No		\$15,300.00
Navigate 360 dba PBIS Rewards	PBIS Rewards licenses	7/1/2023	6/30/2024	1	Yes	90	\$36,090.00
Netsync	Smartnet Service/Network	9/1/2022	8/31/2025	3	No		\$8,253.80
Netsync	Smartnet Service - Wireless/Network	9/1/2022	8/31/2025	3	No		\$34,642.90
Notable	Kami for ASC	3/21/2023	3/21/2024	1	No		\$693.00
Overdrive	Digital Library/e-Books	4/1/2023	3/31/2024	1	No		\$24,000.00
Pearson/Savvas	iLit	7/1/2016	6/30/2024	5	No		\$62,000.00
QuaverEd	QuaverSel	7/25/2022	7/24/2024	2	No		\$49,140.00
Raptor Technologies	Lobbyguard software	1/1/2023	12/31/2023	1	No		\$8,500.00
Remind	Remind 101	7/14/2022	10/13/2023	No Renewal after 10/13/23			\$9,450.00
Renaissance Learning	Renaissance AR program	8/1/2022	7/31/2025	3	No		\$522,504.15
Research Center for Children	ASEBA	9/22/2022	9/21/2023	1	No		\$1,265.00
Riverside Insights	CogAT testing	7/1/2023	6/30/2024	1	No		\$22,935.00
Rosetta Stone	Rosetta Stone	8/19/2023	8/18/2024	1	No		\$26,295.00
San Joaquin County Office of Ed	EdJoin	7/1/2023	6/30/2024	1	No		\$3,402.00
Scholastic GO	Scholastic Go Subscription	7/2/2022	7/1/2023	1	No		\$7,224.00
Schoolbinder	TeachBoost	9/1/2023	8/31/2024	1	No		\$4,500.00
Severin Intermediate / Powerschool	Hoonuit/Unified Insights	7/1/2023	6/30/2024	1	No		\$61,740.00
Severin Intermediate / Powerschool	SEMS	7/1/2022	6/30/2023	1	No		\$19,673.56
Simply Voting	Simply Voting Annual Plan	5/10/2023	5/9/2024	1	No		\$1,169.00
The Learning Internet Inc	Learning.com	8/9/2020	8/8/2023	3	No		\$66,115.00
Threat Track Security	Vipre Antivirus	7/1/2022	7/1/2025	3	No		\$32,500.00
Time & Alarm	Salient Software	7/1/2023	6/30/2028	5	No		\$66,300.90
Voyager Sopris Learning	Language Live	8/1/2023	7/31/2024	1	No		\$30,075.00
Workwave GPS	GPS Service on Oper Vehicles	7/1/2023	6/30/2024	1	Yes	45	\$1,173.60
Zlabs	SCUTA Max License/Counselors	7/1/2023	6/30/2024	1	No		\$900.00
Zoom	Zoom Licenses	7/1/2022	6/30/2024	2	Yes	30	\$49,673.00
Zoom	Room Connector	8/25/2022	7/29/2024	2	Yes	30	\$961.14
Zoom	Webinar	Monthly	Monthly	n/a	Yes	30	



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



**Board of Trustees**  
Robert Garcia  
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## MEMORANDUM

To: Charlayne Sprague, Superintendent

From: Doug Claflin, Assistant Superintendent of Business  
Amanda Copper, Fiscal Technician

Re: Donations

Subject: Board Meeting: October 05, 2023

Donated by	Item(s)	Donated to	Approximate or Actual Value
E3 Foundation	Cash	All School Sites	\$37,000.00
The Blackbaud Giving Fund-Edison Int.	Cash	Carleton P. Lightfoot E.S.	\$150.00
The Blackbaud Giving Fund-Edison Int.	Cash	Day Creek I.S.	\$150.00
The Blackbaud Giving Fund-Edison Int.	Cash	Day Creek I.S.	\$450.00
Day Creek Intermediate PTSO	Cash	Day Creek I.S.	\$1,500.00
Summit Intermediate PTSA	Cash	Summit I.S.	\$3,000.00



## DONATION FORM Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Renee Peccoralo Date 9/19/2023

School/Department Superintendent's Office Date Approved \_\_\_\_\_

Donated to All School Sites

Donated by Etiwanda Excellence in Education Foundation

Contact Name Kathy Molnar

Address 12223 Highland Ave. Suite 106-264

Rancho Cucamonga, CA 91739

Phone number 909-899-2451 ext. 3175 Email etiwandaexcellenceineducation@gmail.com

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Materials	1228	\$37,000	For all school sites	4310





## DONATION FORM

### Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Candice Aerts Date 09/06/2023

School/Department CPL Date Approved \_\_\_\_\_

Donated to Carleton P. Lightfoot

Donated by The Blackbaud Giving Fund

Contact Name N/A

Address Fairchild Street

Charletson SC 29492

Phone number 843-377-8969 Email support@blackbaudgivingfund.org

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	1430068356	150.00		4310



## DONATION FORM

### Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Neyeli Ramos, Administrative Secretary Date 9/06/23

School/Department Day Creek Intermediate School Date Approved \_\_\_\_\_

Donated to Day Creek Intermediate School

Donated by The Blackbaud Giving Fund: Edison International

Contact Name Matthew Nash

Address The Blackbaud Giving Fund

65 Fairchild Street, Charleston, SC 29492

Phone number \_\_\_\_\_ Email support@blackbaudgivingfund.org

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Funds will be used for student incentives.	1420068296	\$150	Student Activities	4310 DONA





## DONATION FORM

### Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Neyeli Ramos, School Secretary Date 9/11/2023

School/Department Day Creek Intermediate School Date Approved \_\_\_\_\_

Donated to Day Creek Intermediate School

Donated by The Blackbaud Giving Fund: Edison International

Contact Name Matthew Nash

Address The Blackbaud Giving Fund

65 Fairchild Street, Charleston, SC 29492

Phone number \_\_\_\_\_ Email support@blackbaudgivingfund.org

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Funds will be used for student incentives.	1420065139	\$150	Student Activities	4310 DONA
	1420067240	\$150	Student Activities	4310 DONA
	1420066202	\$150	Student Activities	4310 DONA



## DONATION FORM

### Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Neyeli Ramos, Administrative Secretary Date 9/07/23

School/Department Day Creek Intermediate School Date Approved \_\_\_\_\_

Donated to Day Creek Intermediate School - Library

Donated by Day Creek Intermediate PTSO

Contact Name Kristi Brown, PTSO President

Address 12345 Coyote Drive, Etiwanda, CA 91739

Phone number (909) 803-3300 Email kristilbrown@gmail.com

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Funds will be used for Library Student Incentives and Student Activities.	1400	\$1,500	Please deposit in	4310 DONA





## DONATION FORM

### Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Nichole Kelley Date 9/1/2023

School/Department Summit Intermediate Date Approved \_\_\_\_\_

Donated to Summit Intermediate

Donated by Summit Intermediate PTSA

Contact Name Mireille Navarro

Address 5849 Madison Lane

Fontana, CA 92336

Phone number (626) 922-1655 Email marmura23@gmail.com

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Student Rewards/Instructional Supplies	1441	\$3,000.00		DONA

# Etiwanda School District Agreement for Professional Services

Please check type of service: CarynOriginating School or Department: Business DepartmentDate: 09/06/2023

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 09/06/2023 (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 Pl., Ste. 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 09/30/2023 (date) through 5/25/2024 (date) inclusive, or, services shall be provided on the following

dates Digital Print Birch Mural, Custom made picture frames, ball wall

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

4. COMPENSATION: The DISTRICT agrees to pay CONTRACTOR the amount of \$9,964.99 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 CONTRACTOR

☐ 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]  
Signature of CONTRACTOR

Date

9-6-23

ETIWANDA SCHOOL DISTRICT

[Signature]  
Signature of Superintendent/Designee

Date

9/19/23



## 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 [etiwa.nda.org/insurance](http://etiwa.nda.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 Articles 1.5, 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 from 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.





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WALL TO WALL SCHOOL GRAPHICS

School Branding Proposal: Caryn Elementary



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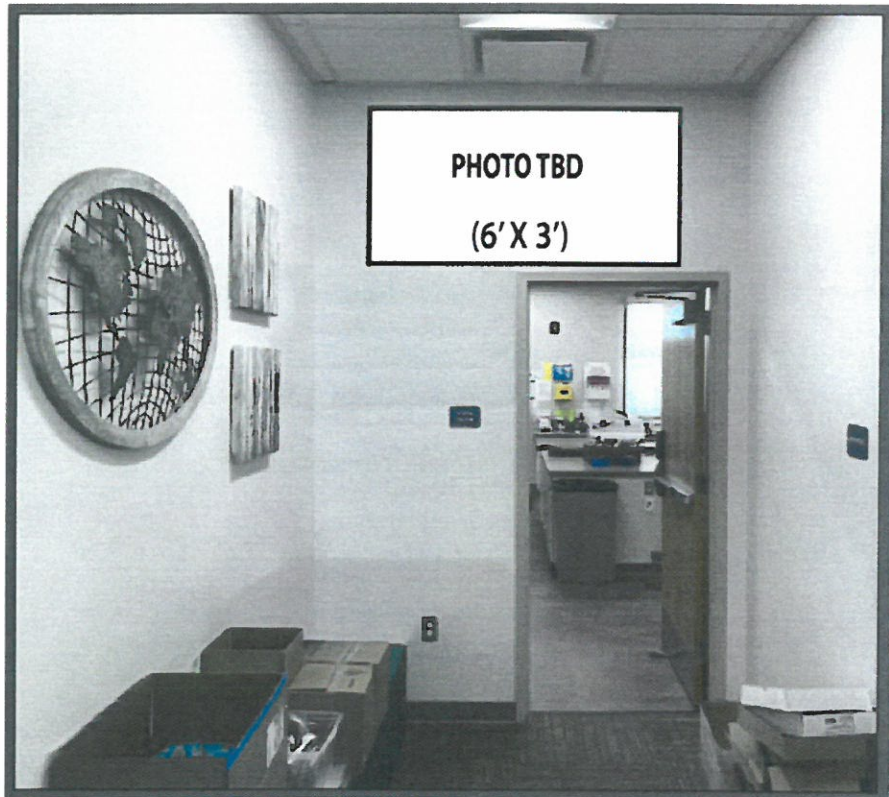
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**Art Specialties**  
WALL TO WALL SCHOOL GRAPHICS



Contact Information:  
Art Specialties Inc.  
artspecialtiesinc.com  
tim@artspecialtiesinc.com  
(909) 987-3355

## School Branding Proposal: Caryn Elementary

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WALL TO WALL | SCHOOL GRAPHICS

Conference Room (2) 3' x 2'; (1) 3' x 4'



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### South Hallway 3' x 2'

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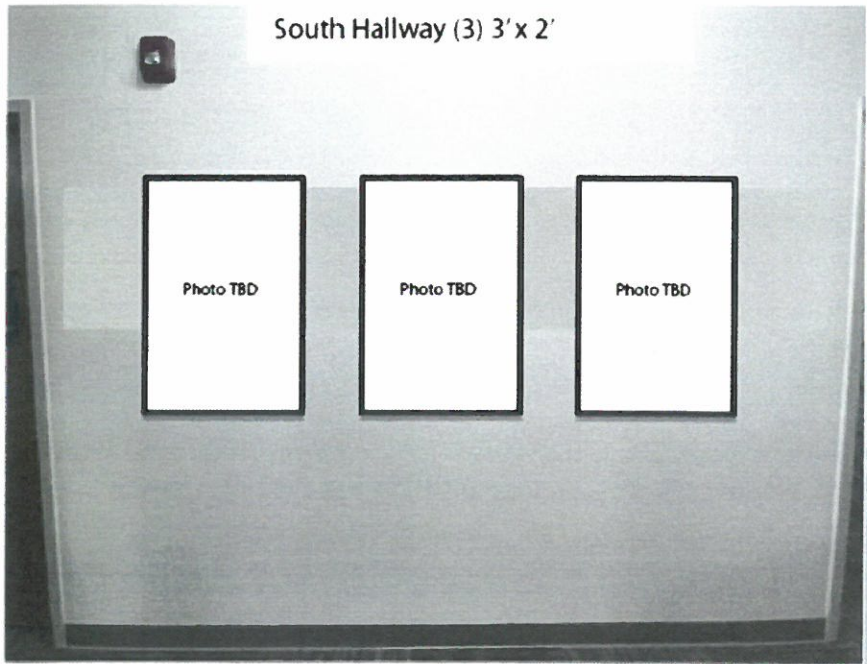
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WALL TO WALL SCHOOL GRAPHICS

South Hallway (3) 3' x 2'



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### South Hallway 3' x 2'

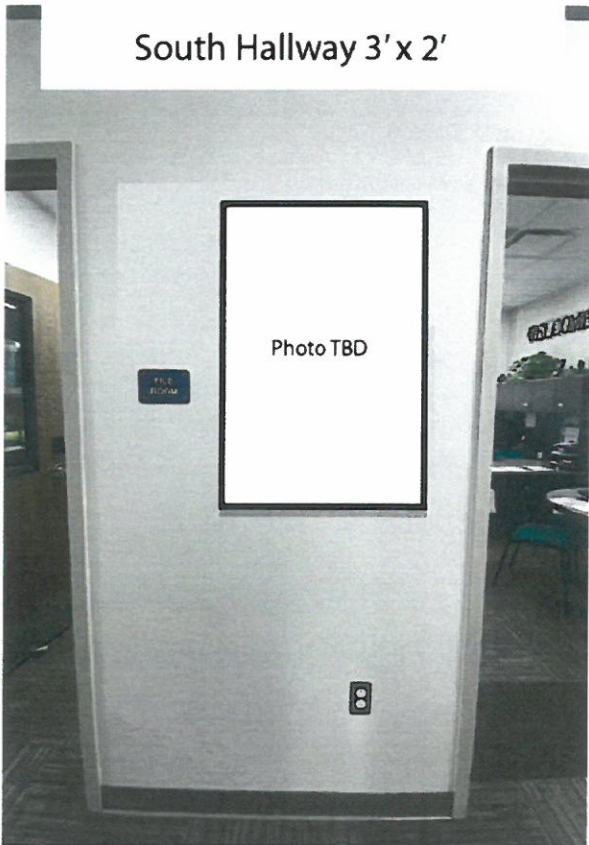


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WALL TO WALL SCHOOL GRAPHICS

## South Hallway 3' x 2'



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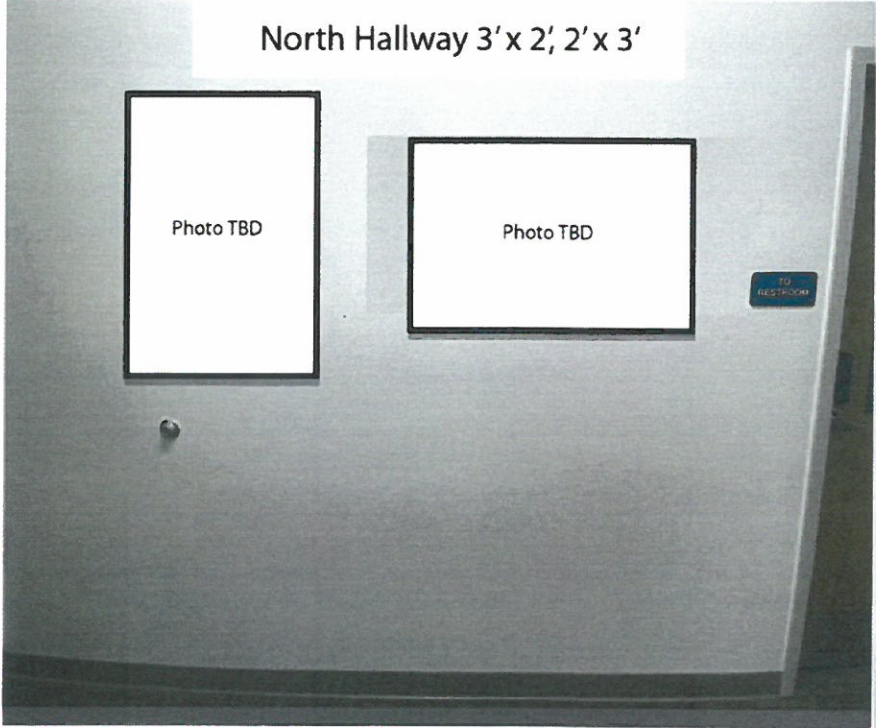
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WALL TO WALL SCHOOL GRAPHICS

North Hallway 3' x 2', 2' x 3'



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North Hallway 3' x 2', 2' x 3'

Photo TBD

Photo TBD

CONFERENCE ROOM

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# North Hallway 2' x 3'

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WALL TO WALL SCHOOL GRAPHICS

North Restroom 3' x 2'




Photo TBD

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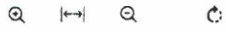
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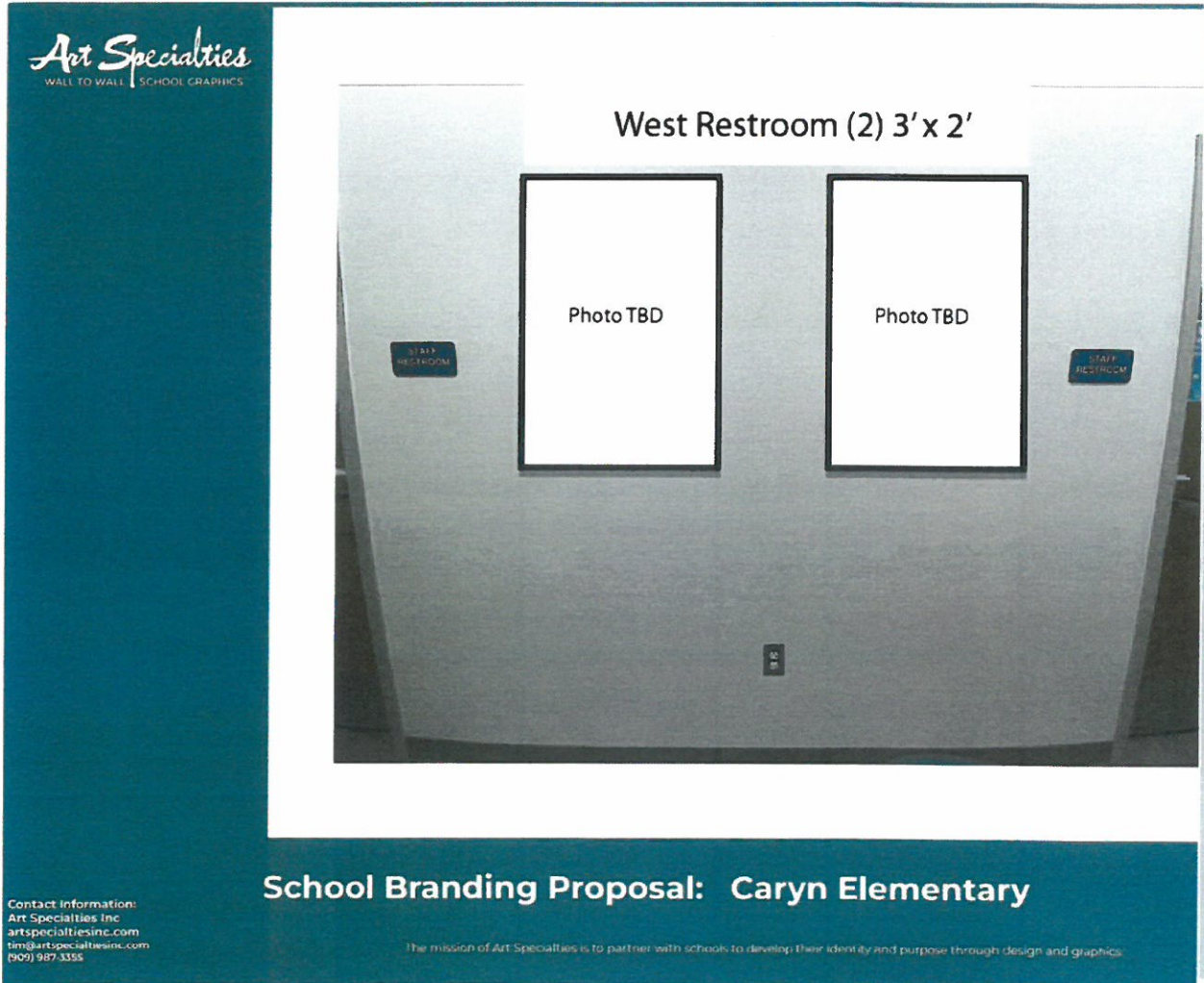


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Art Specialties Inc  
8390 Maple Place, Suite 130  
Rancho Cucamonga, CA 91730 US  
9099873355  
rayna@artspecialtiesinc.com  
<https://www.artspecialtiesinc.com/>



## Estimate

ADDRESS  
Caryn Elementary School

ESTIMATE # 2157  
DATE 09/18/2023

DATE	DESCRIPTION	ACTIVITY	AMOUNT
	Replacement Ball Wall Graphic 8' x 16': Design digitally printed, laminated, applied to acm panel and installed, 1 @ \$2,995.00	ACM Panel	2,995.00T
	1 @ \$200.00	Installation	200.00
	(13) 36" x 24", (3) 24" x 36, (1) 36" x 48" (1) 3'x6':custom made frames and pictures printed and installed, 1 @ \$5,650.00	Frame Photographs	5,650.00T
	1 @ \$450.00	Installation	450.00
		SUBTOTAL	9,295.00
		TAX	669.99
		TOTAL	\$9,964.99

Accepted By

Accepted Date

Contact Information:  
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tim@artspecialtiesinc.com  
(909) 987-3355

## School Branding Proposal: Caryn Elementary

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**Print Form**

## Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Contractor

Originating School or Department: Child Care Department

☒ Date: 08/31/2023

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 08/31/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

**Guaranteed Janitorial Service, Inc**, (hereafter "CONTRACTOR") located at

Address: 13039 11th Street City: Chino Zip: 91710

Social Security Number or Taxpayer I.D. No. (for 1099): 33-0445084

2. **TERM:** The term of this agreement shall be for the period commencing on 11/23/1996 (date) through 06/30/2024 (date) inclusive; or, services shall be provided on the following

dates Please see attachment for the dates.

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

MPR, A3, F3, I-1 and I-2.

Restrooms - Staff Lounge, Field Restrooms and MPR Restrooms)

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 6,000.00 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

09/07/2023

Date

ETIWANDA SCHOOL DISTRICT:

  
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](http://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 Articles 1.5, 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/prevaling-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 from 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.

# Guaranteed Janitorial Service. Inc.

08/21/2023

**Etiwanda School District**  
12999 Victoria Street  
Rancho Cucamonga Ca 91730

Dear Ms. Stephanie Aldana:

We are pleased to submit for your consideration our proposal for childcare at Etiwanda Colony Elementary.

**JANITORIAL SERVICES – Childcare Non-Student Days & Season Breaks (9-11-23 through June 30, 2024).**

- MPR –
- A3, F3, I1, I2
- Six Restrooms (Staff Lounge, Field Restrooms, & MPR)

We will satisfactorily perform the above specifications at the rate of **ONE HUNDRED FIFTY DOLLARS (\$150.00) per day**. The cost for the year will be at the rate of **SIX THOUSAND DOLLARS (\$6,000.00)**.

## **EQUIPMENT AND SUPPLIES**

We agree to provide all janitorial equipment and supplies required to perform the above specified work.

**ACCEPTED AND APPROVED:**  
**ETIWANDA SCHOOL DISTRICT**

BY: 

DATE: 8/31/23

**ACCEPTED AND APPROVED:**  
**GUARANTEED JANITORIAL SERVICES, INC.**

BY: 

DATE: 08/28/2023



**Print Form**

# Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Contractor

Originating School or Department: D. W. Long Elementary

☒ Date: 08/30/2023

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 08/30/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

**Chick-fil-a**, (hereafter "CONTRACTOR") located at

Address: 12190 Foothill Blvd. City: Rancho Cucamonga Zip: 91739

Social Security Number or Taxpayer I.D. No. (for 1099): 32-0655771

2. **TERM:** The term of this agreement shall be for the period commencing on \_\_\_\_\_ (date) through \_\_\_\_\_ (date) inclusive; or, services shall be provided on the following

dates Friday, October 20, 2023

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
**Chick-fil-a** to attend Trunk or Treat Event at DWL on 10/20/23 from 5-7:30 p.m. and sell food to families in attendance.

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 0.00 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:

*Chick-fil-A Rancho Cucamonga*  
Signature of CONTRACTOR

08/30/23

Date

ETIWANDA SCHOOL DISTRICT:

*[Signature]*  
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.



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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.
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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 Articles 1.5, 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/prevaling-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 from 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.

# Etiwanda School District Agreement for Professional Services

Please check type of service: **Presenter** ☒

Originating School or Department: **Etiwanda Intermediate**

☒ Date: **09/13/2023**

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 09/13/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and **Royale Management Group LLC**, (hereafter "CONTRACTOR") located at  
Address: 24551 Del Prado #996 City: Dana Point Zip: 92629  
Social Security Number or Taxpayer I.D. No. (for 1099): 87-1046083
2. **TERM:** The term of this agreement shall be for the period commencing on 03/08/2024 (date) through 03/08/2024 (date) inclusive; or, services shall be provided on the following dates 3/08/2024
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
2 - 40 minute Big Air BMX Show School Assembly
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 2,094.00 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.

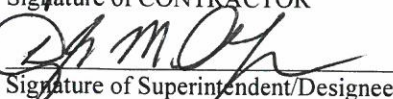
CONTRACTOR:

  
Signature of CONTRACTOR

09/13/2023

Date

ETIWANDA SCHOOL DISTRICT:

  
Signature of Superintendent/Designee

9/13/23  
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](http://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 Articles 1.5, 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/prevaling-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.
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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.
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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.
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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 from 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.



Print Form

# Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Contractor

Originating School or Department: Etiwanda Intermediate

☒ Date: 09/12/2023

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 09/12/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Classic Blinds, (hereafter "CONTRACTOR") located at

Address: 1422 Juanita Court 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 09/12/2023 (date) through 10/27/2023 (date) inclusive; or, services shall be provided on the following

dates 4 weeks from PO submitted for installation

3. SCOPE: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
Installation of roller shades/window coverings in the Band room

4. COMPENSATION: The DISTRICT agrees to pay CONTRACTOR the amount of \$ 2,126.86 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

ETIWANDA SCHOOL DISTRICT:

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](http://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 Articles 1.5, 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 from 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.

# Etiwanda School District Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **Instruction Department**



Date: **09/07/2023**

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 **09/07/2023** (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and **One on One Learning, Corp.**, (hereafter "CONTRACTOR") located at

Address: **8900 SW 117 Ave Ste C103** City: **Miami FL** Zip: **33186**

Social Security Number or Taxpayer I.D. No. (for 1099): **05-0530715**

2. **TERM:** The term of this agreement shall be for the period commencing on \_\_\_\_\_ (date) through \_\_\_\_\_ (date) inclusive; or, services shall be provided on the following dates **2023-2024 School Year**.

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
Please see attached quote # 94

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of **\$ 27,383.26** 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

09/07/2023

Date

ETIWANDA SCHOOL DISTRICT:

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](http://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.
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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.
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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 Articles 1.5, 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.
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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 from 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.





One on One Learning, Corp.  
8900 SW 117 Ave  
Suite C103  
Miami, FL 33186

## Quote

Date	Quote #
9/7/2023	94

<b>Name / Address</b>
Etiwanda Education Center 6061 East Avenue Etiwanda, CA 91739

Description	Qty	Rate	Total
Title I Services at Sacred Heart (\$68.25/hour + 8% Administrative)	343.82	73.71	25,342.97
Title IV Services at Sacred Heart (\$68.25/hour + 8% Administrative)	27.68	73.71	2,040.29
		<b>Total</b>	\$27,383.26

AGREEMENT NUMBER: 16057

AGREEMENT FOR PARTICIPATION  
INSIDE THE OUTDOORS  
PUBLIC SCHOOLS 2023-2024

This AGREEMENT is hereby entered into this 1st day of September, 2023, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Etiwanda School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 DISTRICT has requested participation in one or more of the following Inside the Outdoors Programs, herein after referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein:

1.1 SERVICES PROVIDED BY SUPERINTENDENT FOR FIELD PROGRAM.

- A. SUPERINTENDENT may provide a one (1) hour to two (2) day field trip - Inside the Outdoors - Field Program.
- B. SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A". Transportation and food are not included and shall be the sole responsibility of DISTRICT.
- C. DISTRICT shall provide one (1) certificated employee and one (1) adult aide or parent to participate in the PROGRAM with each group of up to 25-30 students.
- a. A certificated employee shall ride with and supervise students on the bus, if applicable.



1           b. All participating certificated employees and  
2           adult aides, in cooperation with the PROGRAM  
3           staff, shall be expected to take an active role  
4           in the supervision of students. All guests must  
5           be eighteen (18) years of age or older.

6           D. Should a DISTRICT group exceed two (2) classrooms on a  
7           given day (approximately sixty (60) students), the  
8           additional classroom(s) may be scheduled to participate  
9           on another day.

10          E. It is recommended that at least one (1) adult  
11          accompanying each DISTRICT group hold a valid  
12          California driver's license and maintain appropriate  
13          insurance coverage to drive a vehicle and have the  
14          DISTRICT'S authority to transport sick or injured  
15          students requiring medical attention (a district  
16          vehicle may be provided).

17          F. DISTRICT shall be responsible for the supervision and  
18          care of its students from the time of departure from  
19          home or school to the time of arrival back at the home  
20          or school. DISTRICT shall also be responsible for the  
21          actions of its students and employees while  
22          participating in the PROGRAM.

23        1.2 SERVICES PROVIDED BY SUPERINTENDENT FOR SCHOOL PROGRAM.

24          A. SUPERINTENDENT may provide a forty-five (45) minute to  
25          seventy-five (75) minute Traveling Scientist - Inside  
            the Outdoors - School Program.

1 B. DISTRICT shall provide one (1) certificated employee  
2 to participate in the PROGRAM with each group of up to  
3 25-40 students.

4 a. All participating certificated employees and  
5 adult aides, in cooperation with the PROGRAM  
6 staff, shall be expected to take an active role  
7 in the supervision of students.

8 C. Should a DISTRICT group exceed four (4) classrooms on  
9 a given day (approximately one hundred twenty (120)  
10 students), the additional classroom(s) may be scheduled  
11 to participate on another day.

12 D. Schools may be charged an additional transportation fee  
13 of \$65.00 - \$140.00 per day, as set forth in Exhibit  
14 A.

15 1.3 SERVICES PROVIDED BY SUPERINTENDENT FOR VIRTUAL PROGRAM.

16 A. SUPERINTENDENT may provide a thirty (30) minute to  
17 seventy-five (75) minute Inside the Outdoors - Virtual  
18 Program.

19 B. Should a DISTRICT group exceed four (4) classrooms on  
20 a given day (approximately one hundred twenty (120)  
21 students), the additional classroom(s) may be scheduled  
22 to participate on another day.

23 C. DISTRICT shall provide SUPERINTENDENT'S designee a link  
24 to a virtual platform of the DISTRICT'S choosing, in  
25 accordance with DISTRICT policies, for the Inside the  
Outdoors - Virtual Program. The link shall be emailed



1 to itoregistration@ocde.us at least five (5) business  
2 days prior to the scheduled event.

3 D. Postponement of a PROGRAM due to technical difficulties  
4 exceeding fifteen (15) minutes may be made by the  
5 SUPERINTENDENT'S designated staff. DISTRICT groups  
6 will be rescheduled at a mutually agreed upon date when  
7 space is available.

8 E. DISTRICT shall provide one (1) certificated employee  
9 to participate in the PROGRAM with each group of up to  
10 25-40 students.

11 a. All participating certificated employees and  
12 adult aides, in cooperation with the PROGRAM  
13 staff, shall be expected to take an active role  
14 in the supervision of students.

15 2.0 This AGREEMENT shall be in full force and effect for the period  
16 commencing September 1, 2023 and ending August 31, 2024. This AGREEMENT  
17 must be fully executed by the Parties and be on file with the  
18 SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

19 3.0 In compliance with Education Code Section 35330 DISTRICT hereby  
20 declares that no student has been denied the opportunity to participate  
21 in the PROGRAM because of the inability to pay the required fee.  
22 DISTRICT has made every effort to acquire the financial support from  
23 fund-raising efforts, parents, and the community to assist those  
24 pupils who are unable to pay the required fee.

25 4.0 DISTRICT shall be responsible for the supervision and care of  
its students. DISTRICT shall also be responsible for the actions of

1 its students and employees while participating in the PROGRAM.

2 5.0 Hold Harmless/Insurance coverage shall be as follows:

3 A. DISTRICT shall hold harmless, defend, and indemnify the  
4 Orange County Superintendent of Schools, the Orange County  
5 Board of Education, and their officers, agents, and  
6 employees from any and all claims for damages resulting  
7 from the acts or omissions of DISTRICT, its officers,  
8 agents, employees, and students with respect to the Inside  
9 the Outdoors Program.

10 B. SUPERINTENDENT shall hold harmless, defend, and indemnify  
11 the DISTRICT, its Governing Board, officers, agents,  
12 employees, and students from any and all claims for damage  
13 resulting from the acts or omissions of the Orange County  
14 Superintendent of Schools, the Orange County Board of  
15 Education and its officers, agents, and employees with  
16 respect to the Inside the Outdoors Program.

17 C. DISTRICT must furnish to SUPERINTENDENT a certificate of  
18 insurance evidencing all coverages and additional insured  
19 endorsements required no less than fourteen (14) business  
20 days, excluding holidays, prior to DISTRICT'S first day of  
21 participation. DISTRICT shall not participate in the  
22 Inside the Outdoors Program until SUPERINTENDENT has  
23 received a valid certificate of insurance evidencing the  
24 insurance coverage required.

25 D. DISTRICT'S insurance must be with an insurance company  
admitted and licensed by the Insurance Commissioner of the



1 State of California or a program of self-insurance approved  
2 by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured  
4 for its liability exposures, DISTRICT must notify the  
5 SUPERINTENDENT in writing fourteen (14) business days,  
6 excluding holidays, prior to DISTRICT'S first day of  
7 participation and provide the SUPERINTENDENT with a  
8 statement signed by an authorized representative of  
9 DISTRICT which states that DISTRICT agrees to protect the  
10 Orange County Superintendent of Schools, the Orange County  
11 Board of Education, and its officers, employees, and agents  
12 as if the insurance requirements in Section 9.0 were in  
13 full effect.

14 F. DISTRICT agrees to maintain Comprehensive General Liability  
15 Insurance, including bodily injury, property damage,  
16 premises-operations, products-completed operations and  
17 personal injury, in the amount of not less than one million  
18 dollars (\$1,000,000) per occurrence or a program of self-  
19 insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included  
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the  
23 Orange County Board of Education, and their officers,  
24 agents and employees shall be added as an additional  
25 insured to the policy."

(b) "Such insurance as is afforded by this policy for the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees shall be primary, and any insurance carried by the Orange County Superintendent of Schools, or the Orange County Board of Education, for the Orange County Superintendent of Schools and the Orange County Board of Education and its officers, agents, and employees shall be excess and non-contributory."

H. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to participation in the Inside the Outdoors Program, and maintain in full force and effect, from the first day of participation through the last day of participation, a policy or policies of insurance covering DISTRICT'S participation in the Inside the Outdoors Program.

I. Insurance certificate description should read as "Participation in the Inside the Outdoors Programs."

J. In addition, DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, Attn: Contracts Department."

6.0 Any notice of cancellation by DISTRICT must be received in writing by SUPERINTENDENT at least twenty (20) business days,



1 excluding holidays, prior to the scheduled PROGRAM date. In the event  
2 of a cancellation, the DISTRICT is responsible to find an equivalent  
3 replacement no later than ten (10) business days prior to the cancelled  
4 program date; SUPERINTENDENT may also attempt to find an equivalent  
5 replacement if possible. If DISTRICT or SUPERINTENDENT is unable to  
6 find an equivalent replacement, DISTRICT will be charged ninety  
7 percent (90%) of the full cost of the scheduled PROGRAM. If DISTRICT'S  
8 School wishes to reschedule a scheduled PROGRAM date, DISTRICT'S  
9 School may be charged an additional fee of One hundred dollars  
10 (\$100.00).

11 7.0 Cancellation of a PROGRAM due to inclement weather conditions  
12 may be made by the SUPERINTENDENT'S designated staff (no charge will  
13 be incurred for those days). DISTRICT groups will be rescheduled at  
14 a later date, upon request of DISTRICT and when space is available.  
15 If DISTRICT decides to participate in the PROGRAM in inclement weather  
16 conditions, DISTRICT will be charged the full fee regardless of weather  
17 conditions.

18 8.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM  
19 more specifically described in Exhibit "A", which is attached hereto  
20 and incorporated by reference herein. Payment shall be made based on  
21 the number of students that actually attend, but not less than ninety  
22 percent (90%) of the number of students identified in Exhibit "A". If  
23 school is designated as sponsored, a minimum enrollment requirement  
24 is ninety percent (90%) of the contracted number of students, and is  
25 paid by sponsorship. If the number of students who attend is less  
than ninety percent (90%) of the contracted enrollment number, SCHOOL

1 will be charged a per student fee for all students that fall below  
2 ninety percent (90%).

3 8.1 A day of participation is defined as a student being present  
4 during any part of a scheduled PROGRAM day.

5 8.2 Should the scheduled attendance from any given school in a  
6 DISTRICT change by more than ten percent (10%), the  
7 DISTRICT shall inform SUPERINTENDENT in writing at least  
8 twenty (20) business days prior to the first (1<sup>st</sup>) day of  
9 attendance.

10 9.0 DISTRICT agrees to send to PROGRAM the number of students  
11 indicated in Exhibit "A". DISTRICT agrees to pay a fee to  
12 SUPERINTENDENT pursuant to Section 8.0, for each student of DISTRICT  
13 participating in the PROGRAM. If the number of students described in  
14 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no less  
15 than twenty (20) business days prior to the scheduled date.

16 10.0 Full payment of fees by DISTRICT or school must be received by  
17 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

18 11.0 DISTRICT agrees to bear the expense of repairs and/or breakage  
19 resulting from unreasonable wear or abuse to property and/or equipment  
20 caused by its students and/or teachers.

21 12.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the  
22 District Superintendent or the District Superintendent's designee,  
23 pursuant to Education Code Section 17604, the authority to allow  
24 additional schools or students to participate in the Inside the  
25 Outdoors Program during the term of AGREEMENT.



1 13.0 TOBACCO USE POLICY. In the interest of public health,  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
3 of any tobacco products are prohibited in buildings and vehicles, and  
4 on any property owned, leased or contracted for by the SUPERINTENDENT  
5 pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with  
6 conditions of this policy could result in the termination of this  
7 AGREEMENT.

8 14.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
9 unlawful discrimination in employment of persons because of race,  
10 color, religious creed, national origin, ancestry, physical handicap,  
11 medical condition, marital status, or sex of such persons.

12 15.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
13 construed and entered into in accordance with the laws of the State  
14 of California, through California state courts with venue in Orange  
15 County, California.

16 16.0 FORCE MAJEURE. In no event shall either party have any claim or  
17 right against the other party for any failure of performance if the  
18 failure is caused by or the result of causes beyond the reasonable  
19 control of such other party due to any occurrence commonly know as  
20 Force Majeure, including, without limitation, acts of God, pandemics,  
21 floods, riots, earthquakes, government regulations enacted after the  
22 date of the AGREEMENT, explosions, war, national emergency, including  
23 terrorist threats, or insurrections. The party first learning of the  
24 event of Force Majeure shall notify the other party in writing. In the  
25 event this clause must by invoked, there shall be no implied or express  
breach of contract by either party.

1 17.0 NOTICE. All notices or demands to be given under this AGREEMENT  
2 by either party to the other, shall be in writing and given either by:  
3 (a) personal service or (b) by U.S. Mail, mailed either by registered  
4 or certified mail, return receipt requested, with postage prepaid.  
5 Service shall be considered given when received if personally served  
6 or if mailed on the third day after deposit in any U.S. Post Office.  
7 The address to which notices or demands may be given by either party  
8 may be changed by written notice given in accordance with the notice  
9 provisions of this section. As of the date of this AGREEMENT, the  
10 addresses of the parties are as follows:

11 DISTRICT: Etiwanda School District  
12 6061 East Avenue  
13 Etiwanda, California 91739  
14 Attn: Doug Clafin

15 SUPERINTENDENT: Orange County Superintendent of Schools  
16 200 Kalmus Drive  
17 P.O. Box 9050  
18 Costa Mesa, California 92628-9050  
19 Attn: Patricia McCaughey

20 18.0 If any term, covenant, condition or provision of this AGREEMENT  
21 is held by court of competent jurisdiction to be invalid, void or  
22 unenforceable, the remainder of the provisions shall remain in full  
23 force and effect and shall in no way be affected, impaired or  
24 invalidated thereby.

25 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for  
violation of, or to insist upon, the strict performance of any term  
or condition of this AGREEMENT, shall not be deemed a waiver by that  
party of such term or condition, or prevent a subsequent similar act  
from again constituting a violation of such term or condition.



1 20.0 This AGREEMENT contains the entire agreement between  
2 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
3 hereafter made shall be ineffective to modify this AGREEMENT in whole  
4 or in part unless such agreement is embodied in an amendment to this  
5 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.

6 This AGREEMENT supersedes all prior negotiations, understandings,  
7 representations and agreements.

8 21.0 DISTRICT shall implement procedures and protective measures to  
9 assure compliance with current federal and state privacy requirements,  
10 including but not limited to California Assembly Bill 1584, California  
11 Assembly Bill 1442, the Student Online Personal Information Protection  
12 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA),  
13 the Children's Online Privacy Protection Act (COPPA), and the  
14 Children's Internet Protection Act (CIPA) as applicable.

15 22.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,  
16 formulae, procedures, processes, methods, ideas, dialogue, prepared  
17 for and submitted by SUPERINTENDENT to the DISTRICT in connection with  
18 the services set forth in this AGREEMENT are wholly original to  
19 SUPERINTENDENT and shall not be copied or used in whole or in part by  
20 DISTRICT without SUPERINTENDENT'S express written permission.  
21 DISTRICT further agrees that all writings and materials, compositions,  
22 recordings, teleplays, and/or video productions prepared for, written  
23 for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or  
24 used in connection with the services set forth in this AGREEMENT,  
25 reflect the intellectual property of, and copyright interests held by  
SUPERINTENDENT and shall not be copied or used in whole or in part by

DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT shall not record, videotape and/or take pictures or screenshots without the express prior written approval by SUPERINTENDENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

SCHOOL: ETIWANDA SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY:   
Authorized Signature

BY:   
Authorized Signature

PRINT NAME: DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Director

DATE: 9/19/23

DATE: September 18, 2023



# Field, School and Virtual Programs

## Exhibit A

District	School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Etiwanda	West Heritage Elementary	Traveling Scientist - Amazing Animals	4/17/2024	1	85	\$8.75	
Etiwanda	West Heritage Elementary	Mileage	4/17/2024			\$125.00	

### Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Sections 6.0 and 8.0 of the Agreement.



## Inside the Outdoors Fees for 2023-2024

Programs support the current California state standards



### Field Trip Programs

	Cost Per Student to School	Full Cost Per Student
<b>Two hour Programs</b>		
<b>Kindergarten - Ecosystem Extravaganza</b> Shipley Nature Center or Mt. San Antonio College	\$13.25	\$25.50
<b>First Grade - Ecosystem Extravaganza</b> Shipley Nature Center or Mt. San Antonio College	\$13.25	\$25.50
<b>Second Grade - Ecosystem Extravaganza</b> Shipley Nature Center or Mt. San Antonio College	\$13.25	\$25.50
<b>Second Grade</b> Wild Wetlands at Muth Interpretive Center	\$13.25	\$25.50
<b>Third Grade</b> Santiago Oaks Regional Park	\$13.25	\$25.50
<b>Third Grade - Gabrieliño Walk</b> Shipley Nature Center or Mt. San Antonio College	\$13.25	\$25.50
<b>Fourth Grade - Native American Program</b> Shipley Nature Center or Mt. San Antonio College	\$13.25	\$25.50
<b>Fourth Grade - Investigating Ecosystems</b> Irvine Regional Park	\$13.25	\$25.50
<b>Fifth Grade - Investigating Ecosystems</b> Irvine Regional Park	\$13.25	\$25.50
<b>Full Day (5.5 hour) Programs</b>		
<b>Fourth Grade</b> Irvine Regional Park	\$38.50	\$70.00
<b>Fifth Grade</b> Crystal Cove, Irvine Regional Park	\$38.50	\$70.00
<b>Sixth Grade - High School</b> Site TBD	\$38.50	\$70.00

### Traveling Scientist Programs

**Traveling Scientist Fee:** \$525.00 for up to 60 students and \$8.75 for each additional student  
(Full cost: \$960 for up to 60 students and \$16.00 per student)

**Assembly Fee:** \$525.00 for first assembly and \$85.00 for each additional assembly in the same day  
Amazing Animals and Science Night Presentations

**Traveling Scientist Programs have an additional daily mileage fee.**

Additional Grant Opportunities available: visit [www.insidetheoutdoors.org](http://www.insidetheoutdoors.org) or call (714) 708-3885





**Inside the Outdoors  
Traveling Scientist Mileage Fees for 2023/2024**



\$65	\$85	\$110	\$125	\$140
Anaheim	Aliso Viejo	ABC	Alvord	Carlsbad
Buena Park	Brea-Olinda	Azuza	Central	Culver City
Fountain Valley	Capistrano	Baldwin Park	Colton	El Segundo
Garden Grove	Centralia	Bonita	El Monte	Encinitas
Huntington Beach	Cypress	Cerritos	Fontana	Hesperia
Irvine	Fullerton	Chino Valley	Glendale	Lake Elsinore
Magnolia	La Habra	Claremont	Jurupa	Lomita
Newport-Mesa	Laguna Beach	Corona-Norco	Lomita	Los Angeles
Ocean View	Laguna Niguel	Diamond Bar	Moreno Valley	Palm Springs
Orange	Los Alamitos	Glendora	Nuvview	Rancho Santa Fe
Santa Ana	Lowell-Joint	Lakewood	Oceanside	Redlands
Savanna	Mission Viejo	Long Beach	Palos Verdes	San Bernardino
Tustin	Placentia-Yorba Linda	Mt. View - Ontario	Perris	Temecula
Westminster	Saddleback Valley	Norwalk-La Mirada	Rialto	Torrance
	San Clemente	Ontario-Montclair	San Marino	Victorville
		Pico Rivera	San Onofre	West LA
		Pomona	South Pasadena	Woodland Hills
		Riverside	Torrance	Yucaipa-Calimesa
		San Dimas	Val Verde	
		San Gabriel		
		Upland		
		Walnut Valley		
		Whittier		

\*fees based on school district



## Inside the Outdoors Fees for 2023/2024

Programs support the current California state standards



### Virtual Program Fees\*

Per Program/Session (30-60 minutes)	Virtual Traveling Scientist District/School Cost**	Virtual Field Trip District/School Cost**
One Presentation Up to 35 students	\$375.00	\$525.00
Two Presentations Up to 70 students	\$525.00	\$675.00
Three Presentations Up to 105 students	\$675.00	\$825.00
Four Presentations Up to 140 students	\$825.00	\$975.00
Five Presentations Up to 175 students	\$975.00	\$1,125.00

\*Pricing structure for more than one program reflects multiple presentations scheduled on the same day.

\*\*District/School Cost is the portion of the fee that a participating school or district pays. The remaining portion of the fee is covered by community partners who cover a portion of the cost to help keep the fees lower for schools.

Additional Grant Opportunities available: [www.insidetheoutdoors.org](http://www.insidetheoutdoors.org) or call (714) 708-3885



# PALI INSTITUTE

Date: 9/5/2023  
PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



Contract #: 10283

Dates of Attendance: 12-08-2023 to 12-08-2023

## SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute, Inc. and Etiwanda School District for the use of Pali Institute's Outdoor Education program.

### Etiwanda School District

6061 East Ave., Etiwanda, California 91739

### Trip Details: Day Trip

Attendee Type:	Quantity:	Price:	Total:
Student Payee	324	\$160.00	\$51,840.00
Student Scholarship	13	\$0.00	\$0.00
Teacher Scholarship	13	\$0.00	\$0.00
			<b>Total Cost: \$51,840.00</b>

### Reservations & Deposits

Initials *Dr*

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 12-08-2023 through Lunch on 12-08-2023, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

### Late Payment Fees

Initials *Dr*

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Etiwanda School District, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

### DEPOSIT SCHEDULE

Payment Number	Amount Due	Due Date
1	\$23,400.00	09-15-2023
2	\$28,440.00	11-10-2023

Please note that all payments made by credit card will include a 1.25% fee.

Checks should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

### Hold Harmless Agreement

Initials *Dr*

The parties hereby agree to the following:

1. School (and the District of which the School is a part) and Pali hereby mutually release, waive, discharge and covenant not to sue the other, and release their respective directors, officers, shareholders,



employees, and agents (hereinafter referred to as "Releasees") from all liability to each other, its employees, students, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death, except if caused by the gross negligence or willful misconduct of the Releasees or otherwise while Customer or its employees, clients, students, staff, agents, or representatives are in, upon, or about Pali's property.

2. It is intended that the forgoing release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that a party drafted the language in question.

No oral representations, statements, or inducement inconsistent with the foregoing written agreement have any force or effect unless contained herein.

#### Scholarships

Initials 

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

#### Cancellations

Initials 

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid. Any cancellation received less than 120 days prior to check-in will not be eligible for a refund. In those instances of a cancellation beyond 120 days from the arrival date and without No-Fault Cancellation or Post Insurance, there are no refunds. The customer will be permitted to reschedule a trip using its initial deposits, plus a 25% Rescheduling Fee, provided that a rescheduled trip is accomplished within 12 months of the original arrival date and provided further that such rescheduling is subject to availability. If the customer is unable to schedule a trip within that 12-month period including the lack of availability at Pali, or any other reason, the customer shall forfeit its deposit. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

#### No-Fault Cancellation Insurance

Pali offers a "No-Fault" cancellation insurance for the price of 15% of the contract price paid at signing of the contract. With the No-Fault Insurance in place, a customer may cancel at any time, and for any reason, after the 120-day cutoff with impunity and receive a full refund on all deposits paid to Pali. However, we do ask that you use your best efforts to notify us at least 72 hours in advance because of food inventories and staffing. (The No-Fault insurance also includes coverage for the risks of the Pandemic & Overstay Trip Insurance described below.)

#### Reductions

Initials 

The last day to reduce the number of students on your invoice is 10/24/2023 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor's note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. **All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.**

If a student(s) cannot attend due to a last-minute illness, a refund of half (50%) the cost per student will be available if a written refund request is submitted within five (5) days of departure with an attached doctor's note. If Pali Institute approves a refund, it will be submitted to the school or financially responsible organization. Refund requests may be submitted to [bridgette@paliinstitute.com](mailto:bridgette@paliinstitute.com).

#### Guest Room Accommodations and Meals

Initials 

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Mealtimes may change due to spacing limits in the dining hall or at the discretion of Pali Institute.



### Smoke Free Environment

Initials

*[Signature]*

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

### Student Behavior and Facility Damage

Initials

*[Signature]*

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

### Transportation

Initials

*[Signature]*

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and busses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

### Inclement Weather

Initials

*[Signature]*

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather conditions when Routes 18 and 330 are open, no refund will be given, and all deposits paid will be forfeited. If both Routes 18 and 330 are closed to all traffic for more than 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute's remaining availability and may include weekend dates. If rescheduling options do not exist and Pali is unable to accommodate the school before the end of the current school year in which the trip was scheduled for, a refund will be given.

### Emergency Situations

Initials

*[Signature]*

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental agency(ies) having jurisdiction over Pali Institute's location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agency(ies), Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or considered to be unsafe for use by both Pali and the school, the trip will be postponed and rescheduled. If the inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the visit shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

### Pandemic Cancellation and Overstay Trip Insurance

Initials

*[Signature]*

Pali offers Pandemic & Overstay Trip (POST) Insurance for an additional fee of 8% of the Total Cost under this Site Reservation Agreement, paid at the time of the initial deposit. With POST Insurance, if a pandemic is declared by a governmental authority and customer wishes to cancel its trip after the 120 days before arrival cutoff, but Pali remains open and operating, Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. Further, with POST Insurance, If Pali is required to cease operations and preventing Customer from attending Pali (after the Cancellation Period), Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. In the event POST Insurance is not purchased and the Customer is prevented from attending Pali after the Cancellation Period, no refund shall be issued, but Customer shall receive a credit for amounts paid, which credit must be used on a rescheduled trip within twelve months of Pali reopening to the public. In the event the credit is not used by Customer within the twelve-month period, all credit amounts shall be eliminated. Any rescheduled trip shall be subject to availability and may include weekends.

As used herein, "government authority" shall not include the school district of which Customer is affiliated or a part of and shall be limited to independent public health officials from the state agencies with the legal jurisdiction over public health decisions in the physical proximity of the school or Pali.

In the event of an overstay at Pali, for any reason at all, Pali will continue to house, feed, and supervise the children required to extend their stay at Pali. If a customer has purchased POST Insurance, there are no additional charges, and the POST insurance (and No-Fault Insurance) covers the charges for the extended stay. In those instances where a customer has not purchased either insurance coverage and events require an overstay, the customer will be charged 75% of the daily rate under their agreement.

School's Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Pali Institute's Authorized Signature: \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*Bridgette Jones*  
\_\_\_\_\_

08190F6C54964F6

9/14/23

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

9/14/2023

Please ensure initial sections on all three pages are completed.

Contract Notes: SUMMIT INTERMEDIATE 337 total students



# PALI INSTITUTE

PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



**Bill to:**

Etiwanda School District  
6061 East Ave.  
Etiwanda, California 91739

**Invoice Date:** 9/5/2023  
**Contract Number:** 10283  
**Arrival Date:** 12/8/2023  
**Departure Date:** 12/8/2023

## TRIP DETAILS -

Attendee Type	Quantity	Price	Total
Student Payee	324	\$ 160.00	\$ 51,840.00
Student Scholarship	13	\$ 0.00	\$ 0.00
Teacher Scholarship	13	\$ 0.00	\$ 0.00
Contract Total:			\$51,840.00

## DEPOSIT SCHEDULE

Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	9/15/2023	\$ 23,400.00	\$ 23,400.00	\$ 0.00	9/5/2023
2	11/10/2023	\$ 28,440.00	\$ 0.00	\$ 28,440.00	

Final payments are due 4 weeks prior to dates of attendance! The last day to reduce the number of students on your invoice is 10-24-2023, which is 45 days prior to arrival.

**Total Paid** \$ 23,400.00

**Total Balance Due** \$ 28,440.00

Pali Institute accepts ACH payments (electronic check), check and all major credit/debit cards. All payments made by credit card will include a 1.25% fee.

Payments should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

# **PAYMENT HISTORY**

<b>Transaction ID</b>	<b>Payment Type</b>	<b>Payment Date</b>	<b>Notes</b>	<b>Amount</b>
TRX-000012459	Check (Paper)	9/5/2023	Non-refundable rollover from contract #09423, originally from contract #6856	\$ 23,400.00
<b>Total Paid</b>				<b>\$ 23,400.00</b>

Go Green! Please consider the environment before you print.



# PALI INSTITUTE

Date: 9/5/2023  
PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



Contract #: 09815

Dates of Attendance: 12-01-2023 to 12-01-2023

## SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute, Inc. and Etiwanda School District for the use of Pali Institute's Outdoor Education program.

### Etiwanda School District

6061 East Ave., Etiwanda, California 91739

### Trip Details: Day Trip

Attendee Type:	Quantity:	Price:	Total:
Student Payee	410	\$160.00	\$65,600.00
Student Scholarship	17	\$0.00	\$0.00
Teacher Scholarship	17	\$0.00	\$0.00
			<b>Total Cost: \$65,600.00</b>

### Reservations & Deposits

Initials *En*

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 12-01-2023 through Lunch on 12-01-2023, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

### Late Payment Fees

Initials *En*

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Etiwanda School District, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

### DEPOSIT SCHEDULE

Payment Number	Amount Due	Due Date
1	\$23,400.00	09-15-2023
2	\$42,200.00	11-03-2023

Please note that all payments made by credit card will include a 1.25% fee.  
Checks should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

### Hold Harmless Agreement

Initials *En*

The parties hereby agree to the following:

1. School (and the District of which the School is a part) and Pali hereby mutually release, waive, discharge and covenant not to sue the other, and release their respective directors, officers, shareholders,



employees, and agents (hereinafter referred to as "Releasees") from all liability to each other, its employees, students, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death, except if caused by the gross negligence or willful misconduct of the Releasees or otherwise while Customer or its employees, clients, students, staff, agents, or representatives are in, upon, or about Pali's property.

2. It is intended that the forgoing release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that a party drafted the language in question.

No oral representations, statements, or inducement inconsistent with the foregoing written agreement have any force or effect unless contained herein.

### Scholarships

Initials 

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

### Cancellations

Initials 

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid. Any cancellation received less than 120 days prior to check-in will not be eligible for a refund. In those instances of a cancellation beyond 120 days from the arrival date and without No-Fault Cancellation or Post Insurance, there are no refunds. The customer will be permitted to reschedule a trip using its initial deposits, plus a 25% Rescheduling Fee, provided that a rescheduled trip is accomplished within 12 months of the original arrival date and provided further that such rescheduling is subject to availability. If the customer is unable to schedule a trip within that 12-month period including the lack of availability at Pali, or any other reason, the customer shall forfeit its deposit. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

### No-Fault Cancellation Insurance

Pali offers a "No-Fault" cancellation insurance for the price of 15% of the contract price paid at signing of the contract. With the No-Fault Insurance in place, a customer may cancel at any time, and for any reason, after the 120-day cutoff with impunity and receive a full refund on all deposits paid to Pali. However, we do ask that you use your best efforts to notify us at least 72 hours in advance because of food inventories and staffing. (The No-Fault insurance also includes coverage for the risks of the Pandemic & Overstay Trip Insurance described below.)

### Reductions

Initials 

The last day to reduce the number of students on your invoice is 10/17/2023 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor's note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. **All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.**

If a student(s) cannot attend due to a last-minute illness, a refund of half (50%) the cost per student will be available if a written refund request is submitted within five (5) days of departure with an attached doctor's note. If Pali Institute approves a refund, it will be submitted to the school or financially responsible organization. Refund requests may be submitted to [bridgette@paliinstitute.com](mailto:bridgette@paliinstitute.com).

### Guest Room Accommodations and Meals

Initials 

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Mealtimes may change due to spacing limits in the dining hall or at the discretion of Pali Institute.



### Smoke Free Environment

Initials AM

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

### Student Behavior and Facility Damage

Initials AM

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

### Transportation

Initials AM

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and busses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

### Inclement Weather

Initials AM

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather conditions when Routes 18 and 330 are open, no refund will be given, and all deposits paid will be forfeited. If both Routes 18 and 330 are closed to all traffic for more than 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute's remaining availability and may include weekend dates. If rescheduling options do not exist and Pali is unable to accommodate the school before the end of the current school year in which the trip was scheduled for, a refund will be given.

### Emergency Situations

Initials AM

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental agency(ies) having jurisdiction over Pali Institute's location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agency(ies), Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or considered to be unsafe for use by both Pali and the school, the trip will be postponed and rescheduled. If the inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the visit shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

### Pandemic Cancellation and Overstay Trip Insurance

Initials AM

Pali offers Pandemic & Overstay Trip (POST) Insurance for an additional fee of 8% of the Total Cost under this Site Reservation Agreement, paid at the time of the initial deposit. With POST Insurance, if a pandemic is declared by a governmental authority and customer wishes to cancel its trip after the 120 days before arrival cutoff, but Pali remains open and operating, Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. Further, with POST Insurance, If Pali is required to cease operations and preventing Customer from attending Pali (after the Cancellation Period), Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. In the event POST Insurance is not purchased and the Customer is prevented from attending Pali after the Cancellation Period, no refund shall be issued, but Customer shall receive a credit for amounts paid, which credit must be used on a rescheduled trip within twelve months of Pali reopening to the public. In the event the credit is not used by Customer within the twelve-month period, all credit amounts shall be eliminated. Any rescheduled trip shall be subject to availability and may include weekends.

As used herein, "government authority" shall not include the school district of which Customer is affiliated or a part of and shall be limited to independent public health officials from the state agencies with the legal jurisdiction over public health decisions in the physical proximity of the school or Pali.

In the event of an overstay at Pali, for any reason at all, Pali will continue to house, feed, and supervise the children required to extend their stay at Pali. If a customer has purchased POST Insurance, there are no additional charges, and the POST insurance (and No-Fault Insurance) covers the charges for the extended stay. In those instances where a customer has not purchased either insurance coverage and events require an overstay, the customer will be charged 75% of the daily rate under their agreement.





# PALI INSTITUTE

PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



## Bill to:

Etiwanda School District  
6061 East Ave.  
Etiwanda, California 91739

**Invoice Date:**  
**Contract Number:**  
**Arrival Date:**  
**Departure Date:**

9/5/2023  
09815  
12/1/2023  
12/1/2023

## TRIP DETAILS -

Attendee Type	Quantity	Price	Total
Student Payee	410	\$ 160.00	\$ 65,600.00
Student Scholarship	17	\$ 0.00	\$ 0.00
Teacher Scholarship	17	\$ 0.00	\$ 0.00
Contract Total:			\$65,600.00

## DEPOSIT SCHEDULE

Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	9/15/2023	\$ 23,400.00	\$ 23,400.00	\$ 0.00	9/5/2023
2	11/3/2023	\$ 42,200.00	\$ 0.00	\$ 42,200.00	

Final payments are due 4 weeks prior to dates of attendance! The last day to reduce the number of students on your invoice is 10-17-2023, which is 45 days prior to arrival.

**Total Paid** \$ 23,400.00  
**Total Balance Due** \$ 42,200.00

Pali Institute accepts ACH payments (electronic check), check and all major credit/debit cards. All payments made by credit card will include a 1.25% fee.

Payments should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

**PAYMENT HISTORY**

Transaction ID	Payment Type	Payment Date	Notes	Amount
TRX-000012460	Check (Paper)	9/5/2023	Non-refundable rollover from contract #09423, originally from contract #6856	\$ 23,400.00
<b>Total Paid</b>				<b>\$ 23,400.00</b>

Go Green! Please consider the environment before you print.



# PALI INSTITUTE

Date: 9/5/2023  
PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



Contract #: 09814

Dates of Attendance: 11-03-2023 to 11-03-2023

## SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute, Inc. and Etiwanda School District for the use of Pali Institute's Outdoor Education program.

### Etiwanda School District

6061 East Ave., Etiwanda, California 91739

### Trip Details: Day Trip

Attendee Type:	Quantity:	Price:	Total:
Student Payee	334	\$160.00	\$53,440.00
Student Scholarship	13	\$0.00	\$0.00
Teacher Scholarship	13	\$0.00	\$0.00
			<b>Total Cost: \$53,440.00</b>

### Reservations & Deposits

Initials En

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 11-03-2023 through Lunch on 11-03-2023, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

### Late Payment Fees

Initials En

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Etiwanda School District, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

### DEPOSIT SCHEDULE

Payment Number	Amount Due	Due Date
1	\$23,400.00	08-31-2023
2	\$30,040.00	10-06-2023

Please note that all payments made by credit card will include a 1.25% fee.

Checks should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

### Hold Harmless Agreement

Initials En

The parties hereby agree to the following:

1. School (and the District of which the School is a part) and Pali hereby mutually release, waive, discharge and covenant not to sue the other, and release their respective directors, officers, shareholders,



employees, and agents (hereinafter referred to as "Releasees") from all liability to each other, its employees, students, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death, except if caused by the gross negligence or willful misconduct of the Releasees or otherwise while Customer or its employees, clients, students, staff, agents, or representatives are in, upon, or about Pali's property.

2. It is intended that the forgoing release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that a party drafted the language in question.

No oral representations, statements, or inducement inconsistent with the foregoing written agreement have any force or effect unless contained herein.

### Scholarships

Initials 

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

### Cancellations

Initials 

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid. Any cancellation received less than 120 days prior to check-in will not be eligible for a refund. In those instances of a cancellation beyond 120 days from the arrival date and without No-Fault Cancellation or Post Insurance, there are no refunds. The customer will be permitted to reschedule a trip using its initial deposits, plus a 25% Rescheduling Fee, provided that a rescheduled trip is accomplished within 12 months of the original arrival date and provided further that such rescheduling is subject to availability. If the customer is unable to schedule a trip within that 12-month period including the lack of availability at Pali, or any other reason, the customer shall forfeit its deposit. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

### No-Fault Cancellation Insurance

Pali offers a "No-Fault" cancellation insurance for the price of 15% of the contract price paid at signing of the contract. With the No-Fault Insurance in place, a customer may cancel at any time, and for any reason, after the 120-day cutoff with impunity and receive a full refund on all deposits paid to Pali. However, we do ask that you use your best efforts to notify us at least 72 hours in advance because of food inventories and staffing. (The No-Fault insurance also includes coverage for the risks of the Pandemic & Overstay Trip Insurance described below.)

### Reductions

Initials 

The last day to reduce the number of students on your invoice is 9/19/2023 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor's note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. **All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.**

If a student(s) cannot attend due to a last-minute illness, a refund of half (50%) the cost per student will be available if a written refund request is submitted within five (5) days of departure with an attached doctor's note. If Pali Institute approves a refund, it will be submitted to the school or financially responsible organization. Refund requests may be submitted to [bridgette@paliinstitute.com](mailto:bridgette@paliinstitute.com).

### Guest Room Accommodations and Meals

Initials 

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Mealtimes may change due to spacing limits in the dining hall or at the discretion of Pali Institute.



### Smoke Free Environment

Initials 

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

### Student Behavior and Facility Damage

Initials 

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

### Transportation

Initials 

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and busses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

### Inclement Weather

Initials 

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather conditions when Routes 18 and 330 are open, no refund will be given, and all deposits paid will be forfeited. If both Routes 18 and 330 are closed to all traffic for more than 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute's remaining availability and may include weekend dates. If rescheduling options do not exist and Pali is unable to accommodate the school before the end of the current school year in which the trip was scheduled for, a refund will be given.

### Emergency Situations

Initials 

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental agency(ies) having jurisdiction over Pali Institute's location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agency(ies), Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or considered to be unsafe for use by both Pali and the school, the trip will be postponed and rescheduled. If the inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the visit shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

### Pandemic Cancellation and Overstay Trip Insurance

Initials 

Pali offers Pandemic & Overstay Trip (POST) Insurance for an additional fee of 8% of the Total Cost under this Site Reservation Agreement, paid at the time of the initial deposit. With POST Insurance, if a pandemic is declared by a governmental authority and customer wishes to cancel its trip after the 120 days before arrival cutoff, but Pali remains open and operating, Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. Further, with POST Insurance, If Pali is required to cease operations and preventing Customer from attending Pali (after the Cancellation Period), Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. In the event POST Insurance is not purchased and the Customer is prevented from attending Pali after the Cancellation Period, no refund shall be issued, but Customer shall receive a credit for amounts paid, which credit must be used on a rescheduled trip within twelve months of Pali reopening to the public. In the event the credit is not used by Customer within the twelve-month period, all credit amounts shall be eliminated. Any rescheduled trip shall be subject to availability and may include weekends.

As used herein, "government authority" shall not include the school district of which Customer is affiliated or a part of and shall be limited to independent public health officials from the state agencies with the legal jurisdiction over public health decisions in the physical proximity of the school or Pali.

In the event of an overstay at Pali, for any reason at all, Pali will continue to house, feed, and supervise the children required to extend their stay at Pali. If a customer has purchased POST Insurance, there are no additional charges, and the POST insurance (and No-Fault Insurance) covers the charges for the extended stay. In those instances where a customer has not purchased either insurance coverage and events require an overstay, the customer will be charged 75% of the daily rate under their agreement.

School's Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Pali Institute's Authorized Signature: \_\_\_\_\_

*[Signature]*

Printed Name: \_\_\_\_\_

*Bridgette Jones*

08190F6C54964F6...

9/14/23

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

9/14/2023

Please ensure initial sections on all three pages are completed.

Contract Notes: ETIWANDA INTERMEDIATE 347 total students



# PALI INSTITUTE

PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



**Bill to:**

Etiwanda School District  
6061 East Ave.  
Etiwanda, California 91739

**Invoice Date:**  
**Contract Number:**  
**Arrival Date:**  
**Departure Date:**

9/5/2023  
09814  
11/3/2023  
11/3/2023

## TRIP DETAILS -

Attendee Type	Quantity	Price	Total
Student Payee	334	\$ 160.00	\$ 53,440.00
Student Scholarship	13	\$ 0.00	\$ 0.00
Teacher Scholarship	13	\$ 0.00	\$ 0.00
Contract Total:			\$53,440.00

## DEPOSIT SCHEDULE

Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	8/31/2023	\$ 23,400.00	\$ 23,400.00	\$ 0.00	9/5/2023
2	10/6/2023	\$ 30,040.00	\$ 0.00	\$ 30,040.00	

Final payments are due 4 weeks prior to dates of attendance! The last day to reduce the number of students on your invoice is 09-19-2023, which is 45 days prior to arrival.

**Total Paid** **\$ 23,400.00**

**Total Balance Due** **\$ 30,040.00**

Pali Institute accepts ACH payments (electronic check), check and all major credit/debit cards. All payments made by credit card will include a 1.25% fee.

Payments should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

**PAYMENT HISTORY**

Transaction ID	Payment Type	Payment Date	Notes	Amount
TRX-000012461	Check (Paper)	9/5/2023	Non-refundable rollover from contract #09423, originally from contract #6856	\$ 23,400.00
<b>Total Paid</b>				<b>\$ 23,400.00</b>

Go Green! Please consider the environment before you print.



NR100523A-04

# PALI INSTITUTE

Date: 9/5/2023  
PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



Contract #: 09812

Dates of Attendance: 10-27-2023 to 10-27-2023

## SITE RESERVATION AGREEMENT

This is an agreement between Pali Institute, Inc. and Etiwanda School District for the use of Pali Institute's Outdoor Education program.

### Etiwanda School District

6061 East Ave., Etiwanda, California 91739

### Trip Details: Day Trip

Attendee Type:	Quantity:	Price:	Total:
Student Payee	354	\$160.00	\$56,640.00
Student Scholarship	14	\$0.00	\$0.00
Teacher Scholarship	14	\$0.00	\$0.00
			<b>Total Cost: \$56,640.00</b>

### Reservations & Deposits

Initials *QW*

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 10-27-2023 through Lunch on 10-27-2023, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

### Late Payment Fees

Initials *QW*

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Etiwanda School District, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

### DEPOSIT SCHEDULE

Payment Number	Amount Due	Due Date
1	\$23,400.00	08-31-2023
2	\$33,240.00	09-29-2023

Please note that all payments made by credit card will include a 1.25% fee.

Checks should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

### Hold Harmless Agreement

Initials *QW*

The parties hereby agree to the following:

1. School (and the District of which the School is a part) and Pali hereby mutually release, waive, discharge and covenant not to sue the other, and release their respective directors, officers, shareholders,



employees, and agents (hereinafter referred to as "Releasees") from all liability to each other, its employees, students, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death, except if caused by the gross negligence or willful misconduct of the Releasees or otherwise while Customer or its employees, clients, students, staff, agents, or representatives are in, upon, or about Pali's property.

2. It is intended that the forgoing release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that a party drafted the language in question.

No oral representations, statements, or inducement inconsistent with the foregoing written agreement have any force or effect unless contained herein.

#### Scholarships

Initials 

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

#### Cancellations

Initials 

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid. Any cancellation received less than 120 days prior to check-in will not be eligible for a refund. In those instances of a cancellation beyond 120 days from the arrival date and without No-Fault Cancellation or Post Insurance, there are no refunds. The customer will be permitted to reschedule a trip using its initial deposits, plus a 25% Rescheduling Fee, provided that a rescheduled trip is accomplished within 12 months of the original arrival date and provided further that such rescheduling is subject to availability. If the customer is unable to schedule a trip within that 12-month period including the lack of availability at Pali, or any other reason, the customer shall forfeit its deposit. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

#### No-Fault Cancellation Insurance

Pali offers a "No-Fault" cancellation insurance for the price of 15% of the contract price paid at signing of the contract. With the No-Fault Insurance in place, a customer may cancel at any time, and for any reason, after the 120-day cutoff with impunity and receive a full refund on all deposits paid to Pali. However, we do ask that you use your best efforts to notify us at least 72 hours in advance because of food inventories and staffing. (The No-Fault insurance also includes coverage for the risks of the Pandemic & Overstay Trip Insurance described below.)

#### Reductions

Initials 

The last day to reduce the number of students on your invoice is 9/12/2023 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor's note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. **All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.**

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#### Guest Room Accommodations and Meals

Initials 

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Mealtimes may change due to spacing limits in the dining hall or at the discretion of Pali Institute.



### Smoke Free Environment

Initials AW

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

### Student Behavior and Facility Damage

Initials AW

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

### Transportation

Initials AW

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and busses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

### Inclement Weather

Initials AW

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather conditions when Routes 18 and 330 are open, no refund will be given, and all deposits paid will be forfeited. If both Routes 18 and 330 are closed to all traffic for more than 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute's remaining availability and may include weekend dates. If rescheduling options do not exist and Pali is unable to accommodate the school before the end of the current school year in which the trip was scheduled for, a refund will be given.

### Emergency Situations

Initials AW

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental agency(ies) having jurisdiction over Pali Institute's location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agency(ies), Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or considered to be unsafe for use by both Pali and the school, the trip will be postponed and rescheduled. If the inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the visit shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

### Pandemic Cancellation and Overstay Trip Insurance

Initials AW

Pali offers Pandemic & Overstay Trip (POST) Insurance for an additional fee of 8% of the Total Cost under this Site Reservation Agreement, paid at the time of the initial deposit. With POST Insurance, if a pandemic is declared by a governmental authority and customer wishes to cancel its trip after the 120 days before arrival cutoff, but Pali remains open and operating, Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. Further, with POST Insurance, If Pali is required to cease operations and preventing Customer from attending Pali (after the Cancellation Period), Pali would refund 100% of the amounts paid to Pali within (3) business days of such cancellation by Customer. In the event POST Insurance is not purchased and the Customer is prevented from attending Pali after the Cancellation Period, no refund shall be issued, but Customer shall receive a credit for amounts paid, which credit must be used on a rescheduled trip within twelve months of Pali reopening to the public. In the event the credit is not used by Customer within the twelve-month period, all credit amounts shall be eliminated. Any rescheduled trip shall be subject to availability and may include weekends.

As used herein, "government authority" shall not include the school district of which Customer is affiliated or a part of and shall be limited to independent public health officials from the state agencies with the legal jurisdiction over public health decisions in the physical proximity of the school or Pali.

In the event of an overstay at Pali, for any reason at all, Pali will continue to house, feed, and supervise the children required to extend their stay at Pali. If a customer has purchased POST Insurance, there are no additional charges, and the POST insurance (and No-Fault Insurance) covers the charges for the extended stay. In those instances where a customer has not purchased either insurance coverage and events require an overstay, the customer will be charged 75% of the daily rate under their agreement.

DOUGLAS M. CLAFLIN

ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

School's Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Pali Institute's Authorized Signature: \_\_\_\_\_

DocuSigned by: \_\_\_\_\_

Bridgette James

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Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

9/14/2023

Please ensure initial sections on all three pages are completed.

Contract Notes: HERITAGE INTERMEDIATE - 368 total students



# PALI INSTITUTE

PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888



**Bill to:**

Etiwanda School District  
6061 East Ave.  
Etiwanda, California 91739

**Invoice Date:** 9/5/2023  
**Contract Number:** 09812  
**Arrival Date:** 10/27/2023  
**Departure Date:** 10/27/2023

## TRIP DETAILS -

Attendee Type	Quantity	Price	Total
Student Payee	354	\$ 160.00	\$ 56,640.00
Student Scholarship	14	\$ 0.00	\$ 0.00
Teacher Scholarship	14	\$ 0.00	\$ 0.00
Contract Total:			\$56,640.00

## DEPOSIT SCHEDULE

Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	8/31/2023	\$ 23,400.00	\$ 23,400.00	\$ 0.00	9/5/2023
2	9/29/2023	\$ 33,240.00	\$ 0.00	\$ 33,240.00	

Final payments are due 4 weeks prior to dates of attendance! The last day to reduce the number of students on your invoice is 09-12-2023, which is 45 days prior to arrival.

**Total Paid** \$ 23,400.00  
**Total Balance Due** \$ 33,240.00

Pali Institute accepts ACH payments (electronic check), check and all major credit/debit cards. All payments made by credit card will include a 1.25% fee.

Payments should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Director  
PO Box 2237, Running Springs, CA 92382

**PAYMENT HISTORY**

<b>Transaction ID</b>	<b>Payment Type</b>	<b>Payment Date</b>	<b>Notes</b>	<b>Amount</b>
TRX-000012458	Check (Paper)	9/5/2023	Non-refundable rollover from contract #09423, originally from contract #6856	\$ 23,400.00
<b>Total Paid</b>				<b>\$ 23,400.00</b>

Go Green! Please consider the environment before you print.



SIS100523R-01

Print Form

# Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Presenter

Originating School or Department: Summit Intermediate

☒ Date: 09/13/2023

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 09/13/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

**Camfel Productions**, (hereafter "CONTRACTOR") located at

Address: 11518 Telegraph Rd. STE 337 City: Santa Fe Springs Zip: 90670

Social Security Number or Taxpayer I.D. No. (for 1099): 95-2760042

2. **TERM:** The term of this agreement shall be for the period commencing on 09/13/2023 (date) through May 23, 2023 (date) inclusive; or, services shall be provided on the following

dates October 25, 2023 (Licensed "Character Starts Here" module 10/25/23 - 11/17/23)

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
**Camfel's Sole Source Character Education and Student Development Program - Dare to Move In-Person Assembly on October 25, 2023. Licensed Character Starts Here Module from October 25, 2023 - November 17, 2023. (See attached invoice.)**
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 1,625.00 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

9/13/23

Date

ETIWANDA SCHOOL DISTRICT:

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](http://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 Articles 1.5, 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/prevaling-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) Apprenticable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeship 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 from 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.



## Invoice

A Non-Profit Corporation  
11518 Telegraph Rd., Ste 337  
Santa Fe Springs, CA 90670  
626-960-6922 Fax 626-960-2185  
Tax ID #95-2760042

Invoice Date: September 9, 2023  
Due Date: November 5, 2023

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Summit Intermediate School  
Attn: Bradley Herrock  
5959 East Ave.  
Etiwanda, CA 91739

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**Item Description:**

Camfel's Sole Source Character Education  
and Student Development Program:

'DARE TO MOVE'—In Person Membership      \$ 1625.00  
School-wide Assembly October 25, 2023:  
6th Grade: 8:15 AM to 9:25 AM  
8th Grade: 10:45AM to 11:55AM  
7th Grade: 12:55PM to 2:05PM  
Licensed 'Character Starts Here' Module:  
October 25–November 17, 2023

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<b>Total</b>	<b>\$ 1625.00</b>
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Thank you for choosing Camfel Productions for your 2023-2024 character education plans. Please contact us with any questions. Mail a check to the address above or pay online or by phone within 10 days.





**CalStateTEACH**  
TEACHER PREPARATION PROGRAM

**Distinguished Program**

**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement  
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Etiwanda School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

**RECITALS**

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning October 2023 and ending September 2026, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS**

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

#### **DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives





regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

#### **UNIVERSITY DUTIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

#### **UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES**

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

#### **PAID INTERN RESPONSIBILITIES**

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed



mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

### **DISTRICT DISCRETION**

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.





The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

#### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

#### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.



**CalStateTEACH**  
TEACHER PREPARATION PROGRAM



**Distinguished Program**

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument

Signed this 20<sup>th</sup> date of September 2023.

*Laura R. R. R.*

School District Designee

*Brian Cotham*

Brian Cotham (Sep 27, 2023 14:51 PDT)

Brian Cotham, Director of Procurement and Support Services  
California State University's CalStateTEACH





**CalStateTEACH**  
TEACHER PREPARATION PROGRAM

## Distinguished Program

### California State University's CalStateTEACH Program

#### Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the Etiwanda School District ("District") and the California State University's CalState TEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

#### TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning October 2023 and ending September 2026 unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

#### DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any



- investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
  7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

#### **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

#### **STUDENT TEACHER RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws





- and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
  5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

#### **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

#### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.





The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

#### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

#### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

#### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the





**CalStateTEACH**  
TEACHER PREPARATION PROGRAM

## Distinguished Program

prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this 18<sup>th</sup> date of September 2023

School District Designee

Brian Cotham

Brian Cotham (Sep 19, 2023 14:20 PDT)

09/19/2023

Brian Cotham, Director of Procurement and Support Services  
California State University's CalStateTEACH



**MEMORANDUM OF UNDERSTANDING**  
**Literacy Support and Improvement**  
**MOU # 23/24-0657**

This Memorandum of Understanding (MOU) is entered into this 7<sup>th</sup> day of September 2023, by and between the San Bernardino County Superintendent of Schools, hereinafter referred to as **SUPERINTENDENT**, and Etiwanda School District hereinafter referred to as **DISTRICT**, to provide funding to the respective **DISTRICT** to support literacy at their respective **DISTRICT** and throughout San Bernardino County.

**A. PURPOSE**

The purpose of this MOU is to establish a formal working relationship between the Parties to this MOU and to set forth the operating conditions and responsibilities of the Parties that will be required to allocate funding from the **SUPERINTENDENT** to the **DISTRICT** once all requirements and/or conditions are met and approved by the **SUPERINTENDENT**.

**B. GOALS**

The goal of the MOU is to provide the **DISTRICT** with funding to support Literacy in one or more of the following areas:

- Professional Learning and Development
- Supplemental Instructional Materials
- Extended Literacy Support
- Targeted Student Group Support

**C. PARAMETERS (TERMS)**

1. The term of this MOU shall commence on October 1, 2023, and end on June 30, 2024.
2. Contract monitoring responsibilities for this MOU shall rest with the **SUPERINTENDENT**.

**D. RESPONSIBILITIES – General**

1. The **SUPERINTENDENT**'s will provide the following during the term of this MOU:
  - a. Communicate and establish the outlined criteria to the **DISTRICT** in order to participate in receiving funding for the areas of support.
  - b. Act as a support system to answer any questions or clearly identify any possible issues or concerns of the **DISTRICT**.
  - c. Review all required documents related to the MOU participants.
2. **SUPERINTENDENT** agrees to the following:



- a. Serve as Lead Educational Agency (LEA).
  - b. Serve as the funding source for the established dollar amount outlined in the MOU.
  - c. Develop and maintain a budget to be utilized.
  - d. Provide approximately One Hundred Thousand Dollars and no/100 (\$100,000.00) per DISTRICT.
3. **DISTRICT** agrees to do the following:
  - a. Identify **DISTRICT** needs and priorities to support literacy.
  - b. Participate in the MOU and utilize the funding to meet Section B. GOALS of this MOU.
  - c. Report use of funds and impacts.

#### **E. SHARED ACCOUNTABILITY**

1. In order to ensure that all candidates have the opportunity to participate in program activities, **SUPERINTENDENT** and **DISTRICT** agree to the following:
  - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.

#### **F. TERMS AND CONDITIONS**

1. The terms and provisions of this MOU, together with any exhibits, constitute the entire agreement in relation to the subject matter hereof between the parties. This MOU shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement modifying, amending or extending any of the terms and provisions of this MOU shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.
2. The obligation of **SUPERINTENDENT** under this MOU is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this MOU may be terminated, and **SUPERINTENDENT**'s fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the **SUPERINTENDENT**. **SUPERINTENDENT** shall provide **DISTRICT** written notification of such termination. Notice shall be deemed given when received by the **DISTRICT** or no later than three (3) days after the day of mailing, whichever is sooner.
3. Any and all notices permitted or required by this MOU shall be in writing and shall be deemed to have been duly given (a) personally delivered; (b) three (3) business days after being mailed by the United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party. As of the date of this MOU, the addresses of the parties are as follows:

**SUPERINTENDENT:** San Bernardino County Superintendent of Schools  
601 N E Street,  
San Bernardino, CA 92410  
Attn: \_\_Tracy Chambers\_\_

**DISTRICT:** Etiwanda SD  
6061 East Avenue  
Etiwanda, CA 91739-2216  
Attn: Jackie Joye

5. This MOU shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of California, United States of America, without giving effect to principals regarding conflicts of laws.
6. **SUPERINTENDENT** and **DISTRICT** agree to defend, indemnify, and hold each other and their respective officers, employees, and agents, if any, harmless from any claims, demands or liabilities of any kind of nature, including but not limited to personal injury and property damage arising from or related to this MOU, except for **SUPERINTENDENT's** or **DISTRICT's** negligent performance pursuant to this MOU.
7. Parties shall not be liable for failure to perform any obligation under this MOU where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority or other causes that are beyond the reasonable control of such party.
8. **DISTRICT** shall not assign its rights or delegate its duties under this MOU without the prior written consent of **SUPERINTENDENT**. This MOU shall be binding on and inure to the benefit of successors and permitted assigns of each party.
9. The provisions of this MOU shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this MOU shall be effective and binding upon the parties

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**ETIWANDA SCHOOL DISTRICT**

By: \_\_\_\_\_  
Authorized Signature

By:  \_\_\_\_\_  
Authorized Signature

Printed Name \_\_\_\_\_

Printed Name: DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/26/23



# LITERACY SUPPORT AND IMPROVEMENT

District Name: Etiwanda School District

District Contact for Contracts Name: Jackie Joye

Contacts Email: jackie\_joye@etiwanda.org

## ***PLEASE SELECT YOUR TOPIC AREA(S) AND SHARE YOUR SPECIFIC DETAILS.***

☐ Topic Area #1: Professional Learning and Development

☒ Topic Area #2: Supplemental Instruction Materials

Supplemental foundational skills program- Program to be determined.

☐ Topic Area #3: Extended Literacy Support

☐ Topic Area #4: Targeted Student Group Support

Estimated Cost: 200,000

## ***PLEASE SELECT YOUR STUDENT OUTCOME INDICATOR(S) AND SHARE YOUR SPECIFIC DETAILS.***

☒ State Indicator

ELA - Disparities exist among student groups in the area of ELA.

☒ Local Indicator

Basics - Materials for teachers

How will you monitor success?

Success will be monitored through the use of iReady diagnostics - Phonics domain.

Name of individual completing this form: Jeannie Tavalazzi

ML100523R-01

Contract/PO# ESD FPN: 010-110

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 5th day of September 2023, by and between Etiwanda School District hereinafter called the "District" and Time and Alarm Systems hereinafter called the "Contractor."

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

1. The Contractor shall furnish to the District for \$9,415.00 the following services:  
Labor/Material-Provide & install (3) new camera additions for new portable classrooms. @ TV (Quote dated 8-31-23)
2. The term of this contract shall begin September 5th, 20 23, 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): Travis Casey

Title: General Manager

Signature: 

**Company Name and Address:**

Time & Alarm Systems

3828 Wacker Dr.


Mira Loma, CA 91752

License: #393251

Name

(Print): Mike Higgins

Title: Director of Operations & Facilities

Signature: 

**ETIWANDA  
SCHOOL DISTRICT**





3828 WACKER DRIVE  
MIRA LOMA, CA. 91752  
(951) 685-1761 FAX: (951) 685-1441

**QUOTATION/  
WORK ORDER**

TO: **Etiwanda School District**  
**6061 East Avenue**  
**Etiwanda, CA 91739**

DATE: 31-Aug-23  
PROJECT: Terra Vista E.S  
Camera adds at Relos

ATTN: **Jeff Fraser**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B.

TERMS

JOB SITE

CASH WITH ORDER

C.O.D.

XXX

NET 30 DAYS FROM DATE OF INVOICE

OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<b>Scope:</b> Provide and install (3) new camera additions at the Portable classroom area to be integrated with the existing Salient System. District to provide additional server space if required.		
	<b>Material Included:</b>		
3	Salient Enterprise camera license-5 year SMA	\$217.00	\$651.00
1	XNV-9083R 4K IR Outdoor Vandal Dome AI Camera	\$1,228.50	\$1,228.50
2	PNM-9031RV 180 Degree 15mp Panoramic camera	\$1,701.00	\$3,402.00
1	SBP-390WMW2 Wall mount arm-white	\$135.45	\$135.45
1	SBP-276HMW White mounting cap	\$47.25	\$47.25
1	SBP-300BW Wall mount base	\$56.07	\$56.07
3	A3L980-01-WHT-S 1' CAT 6 Patch cord-White	\$4.48	\$13.44
3	A3L980-03-WHT-S 3' CAT 6 patch cord-White	\$4.48	\$13.44
3	61110-RW6 CAT 6 extreme snap in jack-white	\$8.12	\$24.36
3	41089-1WP 1 PORT SURFACE MOUNT BOX	\$2.59	\$7.77
1	10136340 BERK-TEK LANMARK UTP CAT6 CMR PVC WHITE	\$245.00	\$245.00
	Material Subtotal:		\$5,824.28
	Sales Tax		\$451.38
	Shipping & Handling:		\$232.97
	<b>Material Total:</b>		<b>\$6,508.63</b>
	<b>Labor Included:</b> Electrician - Sound Installer DIR No.1000000832 exp 6/30/2024 Technician Labor for installation, programming and testing		
	<b>Labor Total</b>		<b>\$2,906.50</b>
	<b>Clarifications:</b> 180 degree cam at east side of relo J-4 180 degree cam at south side of new rels. (Includes wall mount arm to avoid ac unit obstruction) 4k cam add at west side of relo J-9 to view gate entry at west side of campus.		
	<b>Exclusions:</b> Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded.		
	ABOVE PRICES FIRM FOR : 60 DAYS. Corporate Approval:	<b>TOTAL</b>	<b>\$9,415.00</b>
PREPARED BY:	SUBMITTAL REQUIRED:	NO. OF COPIES	VENDOR:
NICK RUIZ	NO / YES		JOB #:

AUTHORIZATION/SIGNATURE

DATE:

**AUG 31 2023**

P.O. #:

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

HL100523R-02

Contract/PO# ESD FPN: 008-111

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**

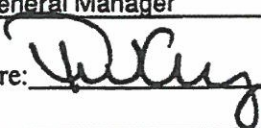
Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

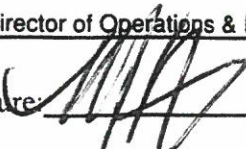
**THIS CONTRACT** made and entered into this 5th day of September 2023, by and between *Etiwanda School District* hereinafter called the "*District*" and Time and Alarm Systems hereinafter called the "*Contractor*."

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

1. The Contractor shall furnish to the District for \$6,884.00 the following services:  
Labor/Material-Provide & install (2) new camera additions for new portable classrooms. @ CPL (Quote dated 8-31-23)
2. The term of this contract shall begin September 5th, 20 23, 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)
<u>x</u>	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): Travis Casey  
 Title: General Manager  
 Signature:   
 Company Name and Address:  
Time & Alarm Systems  
3828 Wacker Dr.  
Mira Loma, CA 91752  
 License: #393251

Name  
 (Print): Mike Higgins  
 Title: Director of Operations & Facilities  
 Signature:   
**ETIWANDA  
 SCHOOL DISTRICT**





A DIVISION OF:  
**sciens**  
 Building Solutions

3828 WACKER DRIVE  
 MIRA LOMA, CA. 91752  
 (951) 685-1761 FAX: (951) 685-1441

**QUOTATION/  
 WORK ORDER**

TO: **Etiwanda School District**  
**6061 East Avenue**  
**Etiwanda, CA 91739**

DATE: 31-Aug-23  
 PROJECT: Lightfoot Elementary  
Camera adds at Relos

ATTN: **Jeff Fraser**

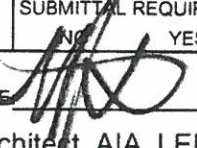
WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B. ☐ TERMS ☐ CASH WITH ORDER ☐ XXX NET 30 DAYS FROM DATE OF INVOICE  
 JOBSITE ☐ C.O.D. ☐ OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<b>Scope:</b> Provide and install (2) new camera additions at the Portable classroom area to be integrated with the existing Salient System. District to provide additional server space if required.		
	<b>Material Included:</b>		
2	Salient Enterprise camera license-5 year SMA	\$217.00	\$434.00
2	PNM-9031RV 180 Degree 15mp Panoramic camera	\$1,701.00	\$3,402.00
2	A3L980-01-WHT-S 1' CAT 6 Patch cord-White	\$4.48	\$8.96
2	A3L980-03-WHT-S 3' CAT 6 patch cord-White	\$4.48	\$8.96
2	61110-RW6 CAT 6 extreme snap in jack-white	\$8.12	\$16.24
2	41089-1WP 1 PORT SURFACE MOUNT BOX	\$2.59	\$5.18
1	10136340 BERK-TEK LANMARK UTP CAT6 CMR PVC WHITE	\$245.00	\$245.00
	Material Subtotal:		\$4,120.34
	Sales Tax		\$319.33
	Shipping & Handling:		\$164.81
	<b>Material Total:</b>		<b>\$4,604.48</b>
	<b>Labor Included:</b> Electrician - Sound Installer DIR No.1000000832 exp 6/30/2024 Technician Labor for installation, programming and testing		
	<b>Labor Total</b>		<b>\$2,280.00</b>
	<b>Clarifications:</b> 180 degree cam at west side of classroom 34. 180 degree cam at south side of classroom 37.		
	<b>Exclusions:</b> Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded.		
	ABOVE PRICES FIRM FOR : 60 DAYS. Corporate Approval:		
	<b>TOTAL</b>		<b>\$6,884.00</b>

PREPARED BY: **NICK RUIZ** SUBMITTAL REQUIRED: ☒ NO ☐ YES NO. OF COPIES: VENDOR: JOB #:

AUTHORIZATION/SIGNATURE:  DATE: **AUG 31 2023** P.O. #:

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

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 5th day of September, 2023, by and between Etiwanda School District hereinafter called the "District" and Time and Alarm Systems hereinafter called the "Contractor."

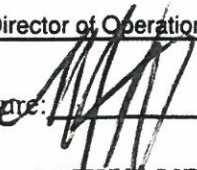
**WITNESSETH**, the parties do hereby contract and agree as follows:

- The Contractor shall furnish to the District for \$5,977.00 the following services:  
Labor/Material-Reinstall (5) district provided cameras plus (1) new additional camera @ SIS (Quote dated 8-31-23)
- The term of this contract shall begin September 5th, 2023, and end completion of work, 20-----
- Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
- Inspection shall be performed by Mike Higgins.
- 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.
- 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.
- IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 

<u>      </u>	Specifications/Scope of Work Statement
<u>      </u>	Purchase Order
<u>      </u>	Labor & Materials Release (must be submitted prior to payment)
<u>      </u>	Workers' Compensation (must be submitted prior to commencing work)
<u>  x  </u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
<u>      </u>	These certificates must name the District and California Schools Risk Management as Additionally
<u>      </u>	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
<u>      </u>	total Liquidated damages of \$ <u>                    </u> per calendar day to commence on <u>                    </u> If Contract is over
<u>      </u>	\$24,999, labor material payment and performance bonds MUST be submitted.
- Contractor shall contact school site Principal at least 24 hours prior to work start.
- Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Travis CaseyTitle: General ManagerSignature: **Company Name and Address:**Time & Alarm Systems3828 Wacker Dr.Mira Loma, CA 91752License: #393251

Name

(Print): Mike HigginsTitle: Director of Operations & FacilitiesSignature: 

**ETIWANDA  
SCHOOL DISTRICT**





3828 WACKER DRIVE  
MIRA LOMA, CA. 91752  
(951) 685-1761 FAX: (951) 685-1441

**QUOTATION/  
WORK ORDER**

TO: **Etiwanda School District**  
**6061 East Avenue**  
**Etiwanda, CA 91739**

DATE: 31-Aug-23  
PROJECT: Summit Intermediate  
Campus camera adds

ATTN: **Jeff Fraser**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B.

TERMS

JOB SITE

CASH WITH ORDER

C.O.D.

XXX

NET 30 DAYS FROM DATE OF INVOICE

OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<b>Scope:</b> Reinstall (5) district provided cameras plus the addition of (1) new camera to be integrated into the existing Salient System. District to provide additional server space if required.		
	<b>Material Included:</b>		
1	Salient Enterprise camera license-5 year SMA	\$217.00	\$217.00
1	PNM-9031RV 180 Degree 15mp Panoramic camera	\$1,701.00	\$1,701.00
3	SBV-253WCW Weather Cap	\$22.05	\$66.15
1	SPB-VAN85W Tinted bubble.	\$50.40	\$50.40
4	A3L980-01-WHT-S 1' CAT 6 Patch cord-White	\$4.48	\$17.92
4	A3L980-03-WHT-S 3' CAT 6 patch cord-White	\$4.48	\$17.92
4	61110-RW6 CAT 6 extreme snap in jack-white	\$8.12	\$32.48
4	41089-1WP 1 PORT SURFACE MOUNT BOX	\$2.59	\$10.36
1	10136340 BERK-TEK LANMARK UTP CAT6 CMR PVC WHITE	\$245.00	\$245.00
5	labor required to install district provided cameras		
1	testing, programming & commissioning		
	Material Subtotal: Sales Tax Shipping & Handling: <b>Material Total:</b>		\$2,358.23 \$182.76 \$94.33 <b>\$2,635.32</b>
	<b>Labor Included:</b> Electrician - Sound Installer DIR No.1000000832 exp 6/30/2024 Technician Labor for installation, programming and testing		
	<b>Labor Total</b>		<b>\$3,342.00</b>
	<b>Clarifications:</b> (1) New 180 degree cam at east side of gym bldg w/ weather cap (2) ex. Cams at South & East side of Relo classrooms. (Requires cabling) (2) ex cams at 2 existing classroom bldgs. (cabling in place) (1) ex. Cam at East side of Library bldg. (Requires cabling & Tinted bubble) (2) Weather caps required at gym cams.		
	<b>Exclusions:</b> Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded.		
	ABOVE PRICES FIRM FOR : 60 DAYS. Corporate Approval:		
		<b>TOTAL</b>	<b>\$5,977.00</b>
PREPARED BY:	SUBMITTAL REQUIRED:	NO. OF COPIES	VENDOR:
NICK RUIZ	NO YES		

AUTHORIZATION/SIGNATURE:

DATE:

**AUG 31 2023**

P.O. #:

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

ML100523A-04

Contract/PO# ESD FPN: 015-085

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 5th day of September 2023, by and between Etiwanda School District hereinafter called the "District" and Time and Alarm Systems hereinafter called the "Contractor."

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

- The Contractor shall furnish to the District for \$23,134.00 the following services:  
Labor/Material-Provide & install (9) new camera additions for new classroom bldgs. @ GRP (Quote dated 8-31-23)
- The term of this contract shall begin October 5th, 20 23, and end completion of work, 20 -----
- Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
- Inspection shall be performed by Mike Higgins.
- 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.
- 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.
- IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 

<u>      </u>	Specifications/Scope of Work Statement
<u>      </u>	Purchase Order
<u>      </u>	Labor & Materials Release (must be submitted prior to payment)
<u>      </u>	Workers' Compensation (must be submitted prior to commencing work)
<u>  x  </u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
<u>      </u>	These certificates must name the District and California Schools Risk Management as Additionally
<u>      </u>	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
<u>      </u>	total Liquidated damages of \$ <u>      </u> per calendar day to commence on <u>      </u> If Contract is over
<u>      </u>	\$24,999, labor material payment and performance bonds MUST be submitted.
- Contractor shall contact school site Principal at least 24 hours prior to work start.
- Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Travis Casey

Title: General Manager

Signature: 

Company Name and Address:

Time & Alarm Systems

3828 Wacker Dr.

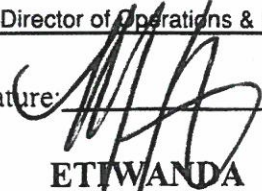
Mira Loma, CA 91752

License: #393251

Name

(Print): Mike Higgins

Title: Director of Operations & Facilities

Signature: 

**ETIWANDA  
SCHOOL DISTRICT**





A DIVISION OF:  
**sciens**  
 Building Solutions

3828 WACKER DRIVE  
 MIRA LOMA, CA. 91752  
 (951) 685-1761 FAX: (951) 685-1441

**QUOTATION/  
 WORK ORDER**

TO: **Etiwanda School District**  
**6061 East Avenue**  
**Etiwanda, CA 91739**

DATE: 31-Aug-23  
 PROJECT: Grapeland Elementary School  
Option 2-Camera additions.

ATTN: **Jeff Fraser**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B.

TERMS

JOBSITE

CASH WITH ORDER

XXX

NET 30 DAYS FROM DATE OF INVOICE

C.O.D.

OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<b>Scope:</b> Provide and install (9) new camera additions at the new bldg. modernization project. Camera additions to be integrated with the existing Salient system. District to provide additional server space if required. TAS to utilize existing cabling currently in place at (7) camera locations. <b>NOTE: (2) camera additions are currently listed with locations "TBD" final locations on the new bldg. to be confirmed prior to installation.</b>  <b>Material Included:</b> 9 PNM-9031RV 180 Degree 15mp Panoramic camera \$1,701.00 \$15,309.00 9 Salient Enterprise camera license-5 year SMA \$217.00 \$1,953.00 2 A3L980-01-WHT-S 1' CAT 6 Patch cord-White \$4.48 \$8.96 2 A3L980-03-WHT-S 3' CAT 6 patch cord-White \$4.48 \$8.96 2 61110-RW6 CAT 6 extreme snap in jack-white \$8.19 \$16.38 2 41089-1WP 1 PORT SURFACE MOUNT BOX \$2.59 \$5.18 1 10136340 BERK-TEK LANMARK UTP CAT6 CMR PVC WHITE \$245.00 \$245.00  <div style="text-align: right;">             Material Subtotal: \$17,546.48              Sales Tax: \$1,359.85              Shipping &amp; Handling: \$701.86  <b>Material Total: \$19,608.19</b> </div> <b>Labor Included:</b> Electrician - Sound Installer DIR No.1000000832 exp 6/30/2024 Technician Labor for installation, programming and testing  <div style="text-align: right;"><b>Labor Total \$3,526.50</b></div> <b>Exclusions:</b> Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded.		
	ABOVE PRICES FIRM FOR : 60 DAYS. Corporate Approval:	<b>TOTAL</b>	<b>\$23,134.00</b>
PREPARED BY: <b>NICK RUIZ</b>	SUBMITTAL REQUIRED: NO YES	NO. OF COPIES	VENDOR:
			JOB #:

AUTHORIZATION/SIGNATURE

DATE:

**AUG 31 2023**

P.O. #:

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

### CLERK'S CERTIFICATE

I, \_\_\_\_\_, 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 \_\_\_\_\_ *(Approval of agreement/contract between Etiwanda School District and Time and Alarm Systems to install new camera additions for new classroom buildings @ Grapeland Elementary, ML100523A-04.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

---

Clerk of the Board of Trustees  
of the Etiwanda School District



**Charlayne Sprague**

Superintendent

**Douglas M. Claflin**

Assistant Superintendent of Business Services

**Laura Rowland**

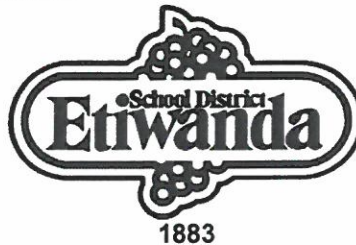
Assistant Superintendent of Personnel Services

**Jeannie Tavalazzi**

Assistant Superintendent of Instruction and Pupil Services

**Elizabeth Freer**

Executive Director of Special Education



JJ100523A-01

**Board of Trustees**

Robert Garcia

Matthew Gordon

Dr. Fermin Jaramillo

Dayna Karsch

April McAllaster

6061 East Avenue, Etiwanda, California 91739

[www.etiwanda.org](http://www.etiwanda.org)

(909) 899-2451

FAX (909) 803-3025

September 7, 2023

**AMENDMENT #1**

Amendment #1 for contract entered into on July 27, 2023, between the Etiwanda School District and Heinemann for FPL Follow up Support.

Increase of \$9,600.00 for the addition of three seminars.

DocuSigned by:

*Cherie Bartlett*

Heinemann

September 8, 2023 | 1:08 PM EDT

Date

A handwritten signature in black ink, appearing to read "D. M. Claflin", is written over a horizontal line.

Douglas M. Claflin

Assistant Superintendent of Business Services

9/8/23  
Date



DEDICATED TO TEACHERS

JJ100523A-01

Etiwanda Intermediate School -Pam Allaway

Etiwanda Intermediate School

6925 Etiwanda Ave

Etiwanda, CA 91739

USA

Reference: 20230809-180740063

Quote created: August 9, 2023

Quote expires: November 7, 2023

Quote created by: Samantha Brown

Senior PD Scheduling Operations Specialist

samantha.brown@heinemann.com

Pam Allaway

pam\_allaway@etiwanda.k12.ca.us

909-803-3194

#### Comments from Samantha Brown

The maximum capacity for these seminars is 35 participants.

September 18, 2023

2 onsite days TBD

*\*Dates are not secured until contract is signed*

#### Products & Services

Item & Description	Quantity	Unit Price	Total
FPL Follow up Support	3	\$3,200.00	\$9,600.00
One-time subtotal			\$9,600.00
Total			\$9,600.00



## Purchase terms

Product is required for participation. If you do not have the product and would like a quote, please contact your local Heinemann Sales Associate: <https://www.heinemann.com/distributors.aspx>

Handouts may be required for participation. PDF's will be emailed to you in enough time for you to make appropriate number of copies for your attendees.

By signing below, you agree to the Heinemann Services Terms of Purchase [hyperlink "Heinemann Terms of Purchase" or add: located at <https://www.heinemann.com/terms-of-purchase/#services>], including our policy on cancellations. Please note that PD Services may NOT be recorded. In the event of a conflict between the Heinemann Services Terms of Purchase and any customer terms, Heinemann's terms shall apply.

## Signature



Signature

DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

Printed name

9/6/23

Date

## Questions? Contact me



Samantha Brown  
Senior PD Scheduling Operations Specialist  
[samantha.brown@heinemann.com](mailto:samantha.brown@heinemann.com)

Heinemann  
145 Maplewood Ave  
Portsmouth, NH 03801  
United States

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, 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 \_\_\_\_\_ *(Approval of Heinemann Amendment #1 adding 3 additional dates and increasing the dollar amount of the agreement between Etiwanda School District and Heinemann, JJ100523A-01.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

---

Clerk of the Board of Trustees  
of the Etiwanda School District



Board Approved

May 11, 2023

Doug Claflin

84-4387-4F5A-8DC9-6FFB8B1DF1F1

JJ051123A-01

## Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Consultant

Originating School or Department: Instruction Department

☒ Date: 03/30/2023

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 03/30/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Heinemann

, (hereafter "CONTRACTOR") located at

Address: 145 Maplewood Avenue City: Portsmouth NH Zip: 03801

Social Security Number or Taxpayer I.D. No. (for 1099): 06-1154537

2. **TERM:** The term of this agreement shall be for the period commencing on \_\_\_\_\_ (date) through \_\_\_\_\_ (date) inclusive; or, services shall be provided on the following dates 2023-2024 School Year
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):  
See attached quote

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 54,400.00 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:

Cherie Bartlett  
Signature of CONTRACTOR

April 3, 2023 | 2:42 PM EDT

Date

ETIWANDA SCHOOL DISTRICT:

[Signature]  
Signature of Superintendent Designee

Date

4/27/23



# 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](http://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 Articles 1.5, 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 from 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.



DEDICATED TO TEACHERS

Eliwanda Intermediate School -Justin Kooyman

Eliwanda Intermediate School

4000 Eliwanda Ave

Kennewick, WA 98561

253

Justin Kooyman

4000 Eliwanda Ave, Kennewick, WA 98561

253-833-7111

Pam Allaway

4000 Eliwanda Ave, Kennewick, WA 98561

253-833-7111

#### Comments from Samantha Brown

The maximum capacity for these seminars is 30 participants.

July 31, 2023

August 1, 2023

September 19-21, 2023

October 17-20, 2023 (2 consultants per day)

October 24-27, 2023

Presented onsite

#### Products & Services

Item & Description	Quantity	Unit Price	Total
Guided Reading	8	\$3,600.00	\$28,800.00



Item & Description	Quantity	Unit Price	Total
FPL Follow up Support	9	\$3,200.00	\$28,800.00
<b>Subtotals</b>			
One-time subtotal			\$57,600.00
<b>Other Fees</b>			
Multiple days scheduled			(\$3,200.00)
		<b>Total</b>	<b>\$54,400.00</b>

#### Purchase terms

Product is required for participation. If you do not have the product and would like a quote, please contact your local Heinemann Sales Associate: <https://www.heinemann.com/distributors.aspx>

Handouts may be required for participation. PDF's will be emailed to you in enough time for you to make appropriate number of copies for your attendees.

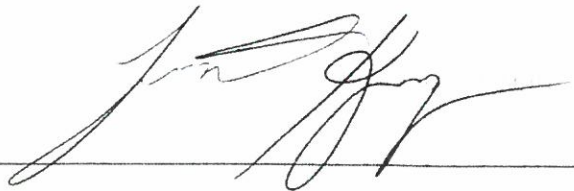
By signing below, you agree to the Heinemann Services Terms of Purchase [hyperlink "Heinemann Terms of Purchase" or add: located at <https://www.heinemann.com/terms-of-purchase/#services>], including our policy on cancellations. Please note that PD Services may NOT be recorded. In the event of a conflict between the Heinemann Services Terms of Purchase and any customer terms, Heinemann's terms shall apply.

#### Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Justin Kooyman**

[justin\\_kooyman@etiwanda.k12.ca.us](mailto:justin_kooyman@etiwanda.k12.ca.us)



**Questions? Contact me**

ML100523A-05



CCO #1.1

Project: 2311 - Solorio E.S. - Class Size Reduction  
15172 Walnut St  
Fontana, California 92336

## Change Order #1.1: Change Order 1.1

<b>CONTRACT COMPANY:</b>	RVH Constructors, Inc. 1571 Parkway Loop, Suite B Tustin, California 92780	<b>CONTRACT FOR:</b>	SC-2311-001 :RVH Category 01-General
<b>DATE CREATED:</b>	8/ 29 /2023	<b>CREATED BY:</b>	Jeffrey Duben (Miller Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$18,265.80)

DESCRIPTION:

ATTACHMENTS:


### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

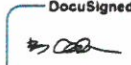
PCO #	Title	Schedule Impact	Amount
003	CE #003 - Additional Insulation requested by CM		1,734.20
005	CE #005 - Allowance Credit		(20,000.00)
TOTAL:			(\$18,265.80)

The original (Contract Sum)	\$ 425,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 425,000.00
The contract sum would be changed by this Change Order in the amount of	(\$18,265.80)
The new contract sum including this Change Order will be	\$ 406,734.20
The contract time will not be changed by this Change Order	

 8/29/23  
PROJECT MANAGER DATE

 8/30/23  
PRIME CONTRACTOR DATE

 9-20-23  
OWNER Doug Claflin DATE  
Asst. Superintendent of Business Services

DocuSigned by:  
 9/20/2023  
ARCHITECT DATE



**MILLER**  
CONSTRUCTION

ML100523A-06

**CCO #1.17**Project: 2311 - Solorio E.S. - Class Size Reduction  
15172 Walnut St  
Fontana, California 92336**Change Order #1.17: Change Order 1.17 Franklin**

<b>CONTRACT COMPANY:</b>	Franklin Mechanical Systems, Inc. 185 W. 4Th Street Beaumont, California 92223	<b>CONTRACT FOR:</b>	SC-2311-002 Franklin Category 17- HVAC/Plumbing
<b>DATE CREATED:</b>	8/29/2023	<b>CREATED BY:</b>	Jeffrey Duben (Miller Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$15,000.00)

DESCRIPTION:


ATTACHMENTS:


**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**


PCO #	Title	Schedule Impact	Amount
007	CE #007 - Allowance Credit		(15,000.00)
<b>TOTAL:</b>			<b>(\$15,000.00)</b>

The original (Contract Sum)	\$ 121,100.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 121,100.00
The contract sum would be changed by this Change Order in the amount of	(\$15,000.00)
The new contract sum including this Change Order will be	\$ 106,100.00
The contract time will not be changed by this Change Order	

 8/29/23  
PROJECT MANAGER DATE

 9-20-23  
OWNER Doug Claflin DATE  
Asst. Superintendent of Business Services

 8/30/23  
PRIME CONTRACTOR DATE

DocuSigned by:  
 9/20/2023  
ARCHITECT DATE



ML100523A-07

CCO #1.19

Project: 2311 - Solorio E.S. - Class Size Reduction

15172 Walnut St

Fontana, California 92336

## Change Order #1.19: Change Order 1.19 RPEC

**CONTRACT COMPANY:** Rancho Pacific Electric Construction, Inc.  
9063 Santa Anita Avenue  
Rancho Cucamonga, California 91730

**CONTRACT FOR:** SC-2311-003 :Rancho Pacific Electric Category  
19-Electric

**DATE CREATED:** 8/29/2023 **CREATED BY:** Jeffrey Duben (Miller Construction)

**CONTRACT STATUS:** Pending - In Review **REVISION:** 0

**DESIGNATED REVIEWER:** **REVIEWED BY:**

**DUE DATE:** **REVIEW DATE:**

**INVOICED DATE:** **PAID DATE:**

**SCHEDULE IMPACT:** **EXECUTED:** No

**TOTAL AMOUNT:** \$ 16,102.71

### DESCRIPTION:

### ATTACHMENTS:

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Changes Per AFO # 01		26,345.57
002	CE #002 - Move electrical boxes per RFI 5		2,150.91
004	CE #004 - Change Size of Existing LV Conduit Per RFI # 7		2,606.23
006	CE #006 - Allowance Credit		(15,000.00)
<b>TOTAL:</b>			<b>\$ 16,102.71</b>

The original (Contract Sum) \$ 215,000.00

Net change by previously authorized Change Orders \$ 0.00

The contract sum prior to this Change Order was \$ 215,000.00

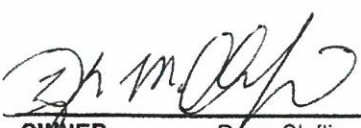
The contract sum would be changed by this Change Order in the amount of \$ 16,102.71

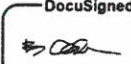
The new contract sum including this Change Order will be \$ 231,102.71

The contract time will not be changed by this Change Order

 8/29/23  
PROJECT MANAGER DATE

 8-31-23  
PRIME CONTRACTOR DATE

 9-21-23  
OWNER Doug Clafin DATE  
Asst. Superintendent of Business Services

DocuSigned by:  
 9/21/2023  
ARCHITECT DATE



Board Approved

MAY 11 2023

Doug Clatlin

ESD

**Solorio E.S. Classroom Size Reduction Project**

Tuesday, April 25, 2023  
2:30 p.m.

Bid#22/23-058



**Apparent Low Bidders**

CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DBBE Participation Goal	Project Schedule	SWPPP Cert.
<b>Category #01 - General</b>										
1 Dalke & Sons										
2 Inland Building Construction										
3 K.A.R. Construction										
4 RVH Contractors	\$ 425,000.00	\$ 425,000.00	x	x	x	x	x	x	x	x
5 Spec Construction Inc	\$ 486,500.00		x	x	x	x	x	x	x	x
6										
<b>Category #17 - HVAC</b>										
1 ACH Mechanical										
2 Aire Masters	\$ 128,000.00		x	x	x	x	x	x	x	x
3 Franklin Mechanical System	\$ 121,100.00	\$ 121,100.00	x	x	x	x	x	x	x	x
4										
<b>Category #19 - Electrical</b>										
1 Construction Elec.										
2 Daniel's Electric										
3 Rancho Pacific Elec	\$ 215,000.00	\$ 215,000.00	x	x	x	x	x	x	x	x
4 Ryan Electric	\$ 222,200.00		x	x	x	x	x	x	x	x
5										
<b>Project Total: \$</b>			<b>761,100.00</b>							

**CLERK'S CERTIFICATE**

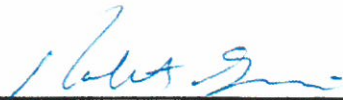
I, Robert Garcia, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item 7C (Approval of BID #22/23-058 2023 Solorio Elementary Classroom Size Reduction Project: Category #01 General; RVH Contractors – Category #17 HVAC, Franklin Mechanical System – Category #19 Electrical; Rancho Pacific Electric) that was duly passed, approved and adopted at a regular meeting place thereof on the 11th day of May 2023, 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:	<u>5</u>
NOES:	<u>0</u>
ABSTAINED:	<u>0</u>
ABSENT:	<u>0</u>

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: May 11, 2023

  
\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District





# San Bernardino County Superintendent of Schools

Ted Alejandro  
County Superintendent

*Transforming lives through education*

June 27, 2023

Virco, Inc.  
ATTN: Melissa French  
2027 Harpers Way  
Torrance, CA 90501

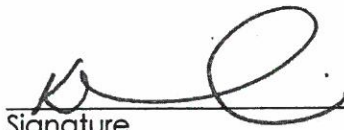
**NOTICE OF AWARD  
BID 23/24-0005  
FURNITURE: SYSTEM AND STAND ALONE**

Dear Melissa French,

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. **Virco, Inc.** is one of the successful bidders for BID#23/24-0005 Furniture: Systems and Stand Alone and is hereby awarded on July 1, 2023, and will expire on June 30, 2024, and may be extended for up to two (2) additional one-year renewal by mutual written consent of both parties.

A purchase order will be issued as needed for purchases throughout the term of the agreement.

Please sign below for acceptance of the term as well as complete and sign Attachment A. A fully executed contract will be returned to you for your records upon acceptance of both parties.

 7/17/23  
Signature Date

 07/17/2023  
Signature Date

VP OF MARKETING SERVICES  
Title

Kevin Garcia, Program Manager  
Procurement & Warehouse Services

Melissa French  
Virco, Inc.

Business Services • Richard De Nava, Chief Business Officer

Business Support Services • Katie M. Hylton, Director  
760 East Brier Drive • San Bernardino, CA 92408 • P: 909.386.9669 • F: 909.386.9507 • www.sbccs.net

## Attachment A

### Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process. San Bernardino County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### BREACH OF CONTRACT BY EITHER PARTIES

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### TERMINATION FOR CAUSE OR FOR CONVENIENCE

- (B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino County Superintendent of Schools believes, in its sole discretion that it is in the best interest of San Bernardino County Superintendent of Schools to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino County Superintendent of Schools as of the termination date if the contract is terminated for convenience of San Bernardino County Superintendent of Schools. Any award under this procurement process is not exclusive and San Bernardino County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino County Superintendent of Schools.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor



#### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

- (C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### CLEAN AIR ACT (42 U.S.C.7401-7671q.)

- (D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### DEBARMENT AND SUSPENSION

- (E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

<b>BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)</b>
--

- (F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for 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.
- b. 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

<b>RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333</b>
--

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after



grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

#### CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES MF Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: VIRCO INC.  
Address: 2027 HARPERS WAY  
City: TORRANCE State: CA Zip: 90501  
Phone Number: 800-448-4726 Fax #: 800-396-8232  
Email Address: CMS@VIRCO.COM  
Printed Name of Authorized Representative: MELISSA FRENCH  
Signature of Authorized Representative: Melissa French Date: 07/17/2023

**DAILY JOURNAL CORPORATION**  
**CALIFORNIA NEWSPAPER SERVICE BUREAU**

P.O. Box 54026 LOS ANGELES CALIFORNIA 90054-0026  
 PHONE: (213) 229-5300 FAX (213) 229-5481  
 FEDERAL TAX ID:95-4133299

**LEGAL ADVERTISING**  
**INVOICE**

Invoice Number B3705158	Date 6/6/2023
Customer Account Number 1124126731	
Customer Payment Reference PO230000	
Special Project	

**Ordered by:**  
 SAN BERNARDINO SUPERINTENDENT OF  
 S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
 760 EAST BRIER DRIVE  
 SAN BERNARDINO, CA 92408 USA


**For payment processing, please forward to:** Page 1 of 1

ACCOUNTS PAYABLE  
 S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
 760 E. BRIER DRIVE  
 SAN BERNARDINO, CA 92408 USA

**DUE UPON RECEIPT.**

Type	Order No	Description	Amount
Invoice	B3705158	BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE BID NOTICE INVITING BIDS 89900 SAN BERNARDINO COUNTY SUN 05/30,06/06/2023  \$ 3.66 ** 84 AgateLines * 2 Ins * 1 Cols	614.88     614.88

**To pay online, go to [adtech.dailyjournal.com/payment](http://adtech.dailyjournal.com/payment)**

<b>PLEASE PROCESS FOR PAYMENT IMMEDIATELY. DUE UPON RECEIPT.</b>			Total:	614.88
<b>Please make check payable to: Daily Journal Corporation</b>			Payment:	0.00
			Please Pay:	614.88
To ensure proper credit please write your account number 1124126731 on your check. Also, please detach and return this portion of the invoice with your payment. For account support, please email: <a href="mailto:anthony_gutierrez@dailyjournal.com">anthony_gutierrez@dailyjournal.com</a> or call: 2132295584.	Invoice Date 6/6/2023	Invoice Number B3705158	Customer Number 1124126731	
	 * A 0 0 0 0 0 6 3 3 0 0 6 5 *			
Government Advertising - Division 1124	Amount Due			614.88
DAILY JOURNAL CORPORATION CALIFORNIA NEWSPAPER SERVICE BUREAU ATTN: ACCOUNTS RECEIVABLE PO BOX 54026 LOS ANGELES, CA 90054-0026	ACCOUNTS PAYABLE S.B. COUNTY SUPERINTENDENT OF SCHOOLS 760 E. BRIER DRIVE SAN BERNARDINO, CA 92408 USA			



**SAN BERNARDINO COUNTY SUN**

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408  
Telephone (909) 889-9666 / Fax (909) 884-2536

SAN BERNARDINO SUPERINTENDENT OF  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
760 EAST BRIER DRIVE  
SAN BERNARDINO, CA - 92408

SB #: 3705158

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of SAN BERNARDINO ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/30/2023, 06/06/2023

Executed on: 06/07/2023  
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

\* A 0 0 0 0 0 6 3 3 0 0 6 6 \*

NOTICE CALLING FOR BIDS  
FURNITURE: SYSTEMS AND  
STAND ALONE BID NO. 23/24-0005  
BID DEADLINE: June 21, 2023 2:00  
P.M. PLACE OF OPENING: San  
Bernardino County  
SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist 760  
East Brier Drive San Bernardino,  
CA 92408 Notice is hereby given that  
the San Bernardino County  
Superintendent of Schools hereafter  
called SUPERINTENDENT, will  
receive sealed bids up to, but not  
later than, the time fixed above for  
procuring furniture: new or  
refurbished, systems, stand alone  
and classroom furniture as required  
by the SUPERINTENDENT. All  
bids shall be made on the bid form  
furnished by the  
SUPERINTENDENT. Each bid  
must conform and be responsive to  
all pertinent Bidding and Contract  
Documents. Bids shall remain open,  
valid and subject to acceptance  
anytime within ninety (90) days  
after the bid opening date and time  
unless otherwise stipulated. The  
successful VENDOR may be  
required to furnish a Performance  
Bond in the amount at a level to be  
determined by the  
SUPERINTENDENT. Sealed bids  
will be received by the Front Desk  
Receptionist, 760 East Brier Drive,  
San Bernardino, CA 92408, on or  
before the time and date stated  
above. Bids will remain sealed until  
the time and date stated. Bids must  
be sealed and clearly marked on the  
outside of the envelope in the lower  
left-hand corner "BID ENCLOSED -  
#23/24-0005 Furniture: Systems and  
Stand Alone" No VENDOR may  
withdraw his bid for a period of 90  
days after the date set for the  
opening thereof. To request a copy of  
the Bid document, please contact  
Procurement and Warehouse  
Services at (909) 386-9508 or visit  
<https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>  
ELECTRONIC SUBMISSION OF  
BIDS WILL NOT BE ACCEPTED.  
Advertisement #1: May 30, 2023  
Advertisement #2: June 6, 2023  
Questions Due: June 13, 2023 Bids  
Due: June 21, 2023 2:00 p.m.  
5/30, 6/6/23

SBS-3705158#

**NOTICE CALLING FOR BIDS**

**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

**BID DEADLINE:** Wednesday, June 21, 2023 2:00 P.M.

**PLACE OF OPENING:** San Bernardino County SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the **SUPERINTENDENT**.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED - #23/24-0005 Furniture: Systems and Stand Alone**"

No **VENDOR** may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit <https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>

**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Respectfully,

Amber L Arias, Manager Procurement Services

Advertisement #1: May 30, 2023

Advertisement #2: June 6, 2023

Questions Due: June 13, 2023

Bids Due: June 21, 2023 2:00 p.m.

Bid Opening: June 21, 2023 2:15 p.m.





**FURNITURE: SYSTEMS AND STAND ALONE**  
**BID NO. 23/24-0005**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR(s)** to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**. Please see Attachment A for FAQs.

**1. INSTRUCTIONS TO VENDORS**

**VENDORS** shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED #23/24-0005 Furniture: Systems and Stand Alone**".

**1.1 Delivery Address**

San Bernardino Superintendent of Schools  
Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

**1.2 Bid Opening**

**VENDORS** must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at **2:00 p.m. on Wednesday, June 21, 2023**. Bids will be **opened and read at 2:15 p.m. via Zoom**. Please email [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) if you are interested in receiving an invitation and call in information for the virtual bid opening.

**1.3 Erasures**

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDORS** in making up their bids.

**1.4 Withdrawal of Bids**

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

**1.5 Bid Preparation Cost**

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

**1.6 Questions Regarding Bid**

Questions should be reduced to writing and e-mailed to Amber Arias, Procurement Services at [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) or (909) 386-9508.

**1.7 Bid Content – All bids submitted shall include:**

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter

## **2.0 INTERPRETATION OF DOCUMENTS**

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

## **3.0 AWARD**

**SUPERINTENDENT** reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

## **4.0 VENDORS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

## **5.0 LENGTH OF CONTRACT**

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

## **6.0 PRICES**

**6.1** Prices shall remain firm for the entire term of the contract.

**6.2** Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.

**6.3** Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**.

## **7.0 TAXES**

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR's** quotation. Public school districts are exempt from Federal Excise Tax.

## **8.0 INVOICES AND PAYMENTS**

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

## **9.0 DELIVERY**

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT**. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,



invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County Superintendent of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

**10.0 BRAND NAMES**

This bid is a percentage off **VENDOR's** catalog pricing. **VENDOR** will provide a list of manufacturers and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

**11.0 SAMPLES**

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

**12.0 RESOURCE CONSERVATION**

**SUPERINTENDENT** is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR(s)**.

**13.0 QUANTITIES**

**SUPERINTENDENT** does not guarantee quantities.

**14.0 SAFETY REQUIREMENTS**

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDORS** receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

**15.0 HOLD HARMLESS**

**VENDOR** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

**16.0 DEFAULT BY VENDOR**

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.

**17.0 ASSIGNMENT**

**VENDOR** shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

**18.0 NOTICE OF TERMINATION**

**SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

**19.0 CLAIMS/DISPUTES**

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

**20.0 OTHER AGENCIES: PIGGYBACK CLAUSE**

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

**21.0 SEVERABILITY**

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

**22.0 GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

**23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**24.0 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

**25.0 ENTIRE AGREEMENT**

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

**26.0 EFFECT OF WAIVER**

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.



**27.0 COVENANT AGAINST GRATUITIES**

**VENDOR** warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **VENDOR** or any agent or representative of the **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items which **VENDOR** agreed to supply shall be borne and paid for by the **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**28.0 PROTEST**

**VENDORS** may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

**SUPERINTENDENT** will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

**29.0 NON-COLLUSION**

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

**30.0 PERFORMANCE BOND**

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

**31.0 FINGERPRINTING REQUIREMENTS**

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

**32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**VENDOR** shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.

**33.0 WARRANTY/QUALITY**

**VENDOR** shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

**34.0 PREVAILING WAGES**

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

**35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR**

**VENDORS** must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the **VENDOR** named in the bidding documents. If **VENDOR** is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The **SUPERINTENDENT** reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

**36.0 UNFORESEEN CONDITIONS STORAGE**

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDORS** bonded, insured warehouse facility no longer than 60 days.

**37.0 REFUSE/DUNNAGE REMOVAL**

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.



### SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____
Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ \* labor and installation fees

\_\_\_\_\_ \* Stair carry fees

\_\_\_\_\_ \* shipping costs (if over 100 miles from  
distribution warehouse)

YES \_\_\_\_\_ NO \_\_\_\_\_ \* Unforeseen Conditions storage per 36.0

***\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk***

**IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.**

#### **COMPANY INFORMATION**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Please type or print)

Company Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (date)  
(city) (state)

X \_\_\_\_\_



**WORKERS' COMPENSATION CERTIFICATION**  
*(To Be Submitted with Bid)*

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

VENDOR

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**WORKERS' COMPENSATION CERTIFICATION**  
*(To Be Submitted with Bid)*

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

VENDOR

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature, Vendor

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the SUPERINTENDENT, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal)                      PRINCIPAL \_\_\_\_\_  
BY \_\_\_\_\_  
TYPED/PRINTED NAME \_\_\_\_\_

(Corporate Seal)                      TITLE \_\_\_\_\_  
SURETY \_\_\_\_\_  
BY \_\_\_\_\_

(Attach Attorney-in Fact Certificate)  
TYPED/PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_



**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
(Name of Contractor)

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

## Attachment A

### Frequently Asked Questions (FAQ)

**Q1.** Section 6.3 states that the "Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent." There is also a line for "Labor and Installation fees" on the Signature Page/Bid Form. Can you please clarify the purpose of the "Labor and Installation fees"?

**A.** **SUPERINTENDENT** may opt to purchase additional items from **VENDOR** that are not included in the awarded group of manufacturer's products.

Also, Section 6.3 states "Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**."

Please notate on the bid form if there are any conditions where **VENDOR** may charge "Labor and Installation Fees", and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc.).

**Q2.** Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.

- Does this mean prevailing wage labor is considered separate from the "labor and installation fees" line on the Bid Signature Page?
- Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?

**A.** The "labor and installation fees" line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

**SUPERINTENDENT** may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the **VENDOR** for prevailing wage labor, as described in Section **34.0 PREVAILING WAGES**. It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

**Q3.** Will a Vendor's answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?

**A.** No

**Q4.** Please confirm if this is only a catalog bid or a catalog and line item bid.

**A.** This is only a catalog bid, with costs based on a percentage off current catalog pricing.

**Q5.** Is a Manufacture able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.

**A.** This bid is for authorized **VENDORS** to provide pricing based on a percentage of the manufacturer's list or catalog price. We would ask your resellers to provide a response to Bid 23/24-0005.





**FURNITURE: SYSTEMS AND STAND ALONE**  
**BID# 23/24-0005**

**ADDENDUM #1**  
**June 14, 2023**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) has received the following questions regarding Furniture: Systems and Stand Alone bid. The questions and answers are as follows:

**Question 1.** Per Section 6.3; is all product drop shipping direct to SBCSS warehouse? Or should it be shipped to the dealer warehouse and then delivered and installed at SBCSS?

**Answer:** Product should be delivered to dealer warehouse and then delivered and installed at SBCSS sites unless otherwise noted when purchased.

**Question 2.** Are we able to charge Technical Specification fees? This would apply when field measurements, space planning, renderings and finish selections are involved.

**Answer:** These types of Technical Specification fees/charges would not be included as part of this bid and would be at the discretion of the vendor. Additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of the purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT.

**Question 3.** Per the Performance Bond form, the form is requesting a dollar amount to be listed; however, our bid proposal is a percentage discount rather than a lump sum. What is required to be listed in dollar amount on this form?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished in the bid documents is for your future reference.

**Question 4.** Is fingerprinting required in order to bid?

**Answer:** Fingerprinting is not required at the time of bid. Fingerprinting will be required once awarded and if the vendor or its employees may come into contact with students at any site while delivering and installing product.

**Question 5.** Do we need to publish? Where? San Bernardino Sun? For how long? What does the Proof of publication have to include (see first page of the bid form)?

**Answer:** There is no need to for the vendor to publish anything in relation to this Bid or award of contract. The dates listing on the bottom of the Notice Calling for Bids is to notify potential bidders the SUPERINTENDENT's schedule for the bidding process.

**Question 6.** Are there any meetings we need to attend?

**Answer.** There are no meetings required in order to submit a bid.

**Question 7.** Is the application filled out in Blue or Black ink?

**Answer:** The bid forms can be submitted using blue or black ink but forms must contain original signatures.

**Question 8.** Is the attached bond the Performance bond that you need?

**Answer:** Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 9.** Is a Performance Bond necessary for Bid No. 23/24-0005?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 10.** Per page 4, paragraph 6.1: "Prices shall remain firm for the entire term of the contract." Since this bid is a percentage discount off of manufacturers' current catalog/price list pricing, will SBCSS accept updated manufacturer price lists during the 1<sup>st</sup> year of the contract and throughout the 2 renewal terms, if the percentage discounts remain firm?

**Answer:** Yes, since this is a bid is a percentage discount off the manufacturers' current catalog, updated manufacturer price lists are accepted as long as the percentage discount remains in effect.

**Question 11.** As a Furniture Manufacturer we work through multiple dealers. Can multiple dealers represent the manufacturer on this bid? Or will only one vendor be awarded a manufacturers line?

**Answer:** Yes, multiple dealers can represent the manufacturer on this bid.

**Question 12.** Is it necessary to bid in order for SBCSS to do business with a vendor?

**Answer:** Although submitting a bid to SBCSS is not required for the SUPERINTENDENT to do business with a particular vendor, purchases made through a vendor that is not awarded the bid, would be limited to the annual bid limit, and purchases cannot exceed the bid limit amount in a fiscal year (July 1 – June 30). The bid limit is set in Public Contract Code (PPC) Section 20111(a) and adjusted annually by the State Superintendent of Public Instruction. As of January 1, 2023, the current bid limit is \$109,300.00.



**SIGNATURE PAGE/BID FORM**  
(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (VENDOR to list all addenda).

Addendum No. <u>1</u>	Date Received <u>JUNE 14TH</u>	Addendum No. <u>      </u>	Date Received <u>      </u>
Addendum No. <u>      </u>	Date Received <u>2023</u>	Addendum No. <u>      </u>	Date Received <u>      </u>

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

**\*SEE ATTACHED DISCOUNT STRUCTURE\***

       % off        manufacturer's list price  
       % off        manufacturer's list price  
       % off        manufacturer's list price  
       % off        manufacturer's list price  
       % off        manufacturer's list price  
       % off        manufacturer's list price

INSTALLATION DISCOUNT PROVIDED\* labor and installation fees

PROVIDED BY QUOTE ONLY\* Stair carry fees

NO ADDITIONAL CHARGES TO SHIP

WITHIN THE STATE OF CALIFORNIA shipping costs (if over 100 miles from  
distribution  
warehouse)

YES X NO        \* Unforeseen Conditions storage per 36.0

**\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

**IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.**

**COMPANY INFORMATION**

Company Name: VIRCO INC.

Authorized Representative: MELISSA FRENCH - VP OF MARKETING SERVICES  
(Please type or print)

Company Address: 2027 HARPERS WAY TORRANCE, CA 90501

Telephone Number: (800) 448-4726 Fax Number (800) 396-8232

E-mail Address: CMS@VIRCO.COM

Authorized Representative's Signature: Melissa French

**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the VP OF MARKETING SERVICES VIRCO INC., the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

TORRANCE, at CALIFORNIA 06/06/2023 (date)  
(city) (state)

x Melissa French



**WORKERS' COMPENSATION CERTIFICATION**  
*(To Be Submitted with Bid)*

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 06/06/2023

VENDOR

By: MELISSA FRENCH  
VP OF MARKETING SERVICES

Melissa French  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

06/06/2023

Date:



VIRCO INC.

Signature, Vendor



**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

VIRCO INC. certifies that it has performed one of the following:  
(Name of Contractor)

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☒ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date 06/06/2023

VIRCO INC.  
Name of Contractor  
Melissa French  
Signature



June 16, 2023

San Bernardino Cty Superintendent of Schools  
Bid # 23/24-0005  
RE: Letter of Authorization for **VIRCO**

To Whom It May Concern:

**VIRCO** is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract for all 50 States.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Hanson".

Sarah Hanson  
Contract Administration





PO Box 671  
Aurora, IL 60507-0671  
ph 630-892-8941  
fx 630-892-8966

#### Virco Authorization

#### To Whom It May Concern,

Virco is an exceptionally qualified and authorized dealer of Lyon Workspace Products. They have several decades of experience and we trust them to provide the highest levels of quality and service to their customers.

Warm regards,

**Jeff Nasci**

National Systems Manager

630-800-7542

[jsnasci@lyonworkspace.com](mailto:jsnasci@lyonworkspace.com)



Sales Office 9531 W. 78th St, STE 250  
Eden Prairie, MN 55344

Production Facility 615 Centennial Drive  
Kenyon, MN 55946

June 15<sup>th</sup>, 2023

RE:  
San Bernardino bid 23/24-0005

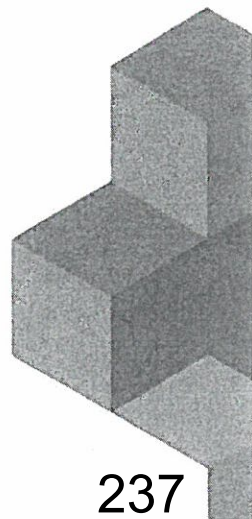
To Whom It May Concern:

***Virco Inc.*** is an authorized dealer in good standing for Plymold and, thereby authorized to provide our products nation-wide on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

JAMIE WALLACE  
Inside Sales Rep.  
952-358-2606  
jwallace@plymold.com







June 16, 2023

RE: Letter of Authorization for Virco  
San Bernadino County Superintendent of Schools Bid #23/24-0005 (Furniture Systems and  
Standalone Furniture)

To Whom It May Concern:

Virco is an authorized dealer in good standing for Interior Concepts Corporation and, thereby authorized to provide our supplies and materials as required on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurel Davis', with a horizontal line extending to the right.

Laurel Davis  
Chief Legal Officer



P.O. Box #1308 | Monroe | North Carolina | 28111-1308  
P | 800.247.8465 | 704.283.7508 sales@wooddesigns.com

6/14/2023


San Bernadino County Superintendent of Schools  
760 East Brier Drive  
San Bernadino, CA 92408

Re: Bid # 23/24 0005 Furniture: Systems & Stand Alone

This letter is to confirm that Virco Mfg. Corporation is an authorized vendor of WDM, INC. dba Wood Designs and has our authorization to sell and distribute Wood Designs complete furniture line for the San Bernadino Bid # 23/24 0005 Furniture: Systems & Stand Alone.

If you have any questions, please let us know.

Sincerely,

  
\_\_\_\_\_  
Ryan Urban (Jun-14, 2023 16:29 EDT)

Ryan Urban  
CEO  
Wood Designs





**June 15, 2023**

**RE: Virco Mfg. Corporation**

**Bid: San Bernardino**

**Bid Number: 23/24-0005**

**Please be advised that Virco Mfg. Corporation, is an Authorized Russwood Library Furniture Dealer, and is a dealer in good standing. All warranties will be honored on RLF products purchased through Virco Mfg. Corporation.**

**Please contact me if you have questions at: [jjackson@russwood.com](mailto:jjackson@russwood.com)**

**Best regards,**

A handwritten signature in black ink, appearing to read 'Jonathan Jackson'.

**Jonathan Jackson  
Marketing Manager**



June 19, 2023

Reference: San Bernardino 23/24-0005

To Whom it May Concern:

This letter confirms Virco is an authorized dealer of all our products.

Virco is authorized to sell our products though the San Bernardino Contract.

Sincerely,

*Rebecca Wittenborn*

Rebecca Wittenborn

Customer Service Manager

UltraSite, UltraPlay

618-282-8200 x 2411

Rebecca.w@ultraplay.com





June 19, 2023

Virco Mfg. Corporation  
1701 Sturgis Rd  
Conway, AR 72034  
Phone: 800-448-4726

RE: San Bernardina bid No 23/24-0005

To Whom It May Concern:

This letter is to confirm that Virco Mfg. Corporation is an authorized dealer in good standing for K & A Manufacturing, Inc. dba RightAngle™ and, thereby authorized to bid, distribute and install our full line of products for the San Bernardina bid No 23/24-0005 project.

Please do not hesitate to contact me if you have any further questions.

Sincerely,



**Beth Knighton**

*Vice President*

RightAngle™ Products

Email: [bethk@raproducts.com](mailto:bethk@raproducts.com)

Phone: 800-298-4351 ext.115

[raproducts.com](http://raproducts.com)



June 15,2023

Chris Camp  
Retail Procurement Administrator  
Virco Mfg. Corporation  
1701 Sturgis Rd  
Conway, AR 72034

Dear Mr. Camp

This letter confirms DeskMakers authorization for submittal and submission for San Bernardino  
bis # 23/24-005

Virco is an authorized reseller/dealer for the DeskMakers / Scale 1:1 product portfolio.

Thank you kindly.

Regards

Mitch Godwin  
Regional Sales Director





619 SW Wood Street Hillsboro, OR 97123  
T.800.447.5542 F.800.734.6377 [www.rfmseating.com](http://www.rfmseating.com)

June 19, 2023

Virco Mfg  
Attn: Scott Presley  
Sales Manager  
Highway 65 South  
Conway, AR 72032

RE: Letter of Authorization – FURNITURE AND STAND ALONE, BID NO. 23/24-0005

To whom it may concern:

Please be advised that Virco is in "Good Standing" with our firm and an approved dealer, distributor.

This being the case, I support their application for the contract listed above, and do hereby grant them permission to add our brand to their line listing offer. They will function as an authorized agent (service, warranty, installation, etc.) on our behalf.

Respectfully,

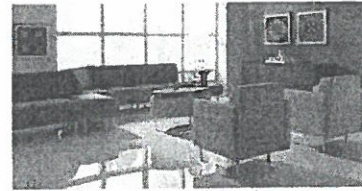
A handwritten signature in dark ink, appearing to read "Devan Kelley". The signature is stylized with long, sweeping horizontal strokes.

Devan Kelley  
Operations Manager  
RFM Seating

We appreciate your business!



High Point, USA



June 14, 2023

Re: San Bernardino bid 23-24-0005

To Whom it May Concern:

Please be advised that Virco Manufacturing Corp. is an authorized distributor / dealer in good standing with High Point Furniture Industries. They are authorized to promote, advertise, sell, service and distribute all products manufactured by High Point Furniture Industries.

High Point Furniture Industries was established in 1958 and is a woman-owned privately held manufacturer of casegoods, office seating, reception and collaborative seating products. Our products are built-to-order in two facilities with more than 400,000 square feet of manufacturing space in High Point, North Carolina. Our products are produced here in the USA and ship fully assembled.

If you have any questions, please feel free to contact me directly at 800-447-3462 or by email at [sherrih@hpfi.com](mailto:sherrih@hpfi.com).

HIGH POINT FURNITURE INDUSTRIES, INC.

*Sherri Mason*

Sherri H. Mason  
Sales Operations / Customer Experience Manager

CC: File, CSR, Sales Rep



Republic Storage Products  
420 N Main St, Montgomery, IL 60538  
800-477-1255 | 630-947-1315

**Virco Authorization**

To Whom It May Concern,

Virco is an exceptionally qualified and authorized dealer of Republic Storage Products. They have several decades of experience and we trust them to provide the highest levels of quality and service to their customers.

Warm regards,

**Jeff Nasci**

National Systems Manager

630-800-7542

[jsnasci@republicstorage.com](mailto:jsnasci@republicstorage.com)

# ERG INTERNATIONAL

June 15, 2023

To Chris Camp  
Retail Procurement Administrator  
Virco Mfg. Corporation  
1701 Sturgis Rd.  
Conway AR 72034

ERG International hereby authorize Virco to act as a representative on my behalf to bid on the package for the San Bernardina bid No 23/24-0005.

Here is a link to our catalog:

[erginternational.com/downloads/ERG-Pricing-Book-Jan-2023.pdf](http://erginternational.com/downloads/ERG-Pricing-Book-Jan-2023.pdf)

Thank you



Lisa Francisco  
Contracts Administrator





2999 Henkle Drive | Lebanon, Ohio 45036 | 800.543.0550 | T 513.932.3445 | [ghent.com](http://ghent.com)

June 15, 2023

**RE: Letter of Authorization:**

**San Bernardino County Superintendent of Schools  
Furniture and Stand Alone, Bid No. 23/24-0005**

**Virco  
PO Box 5000  
Conway, AR 72033**

**To Whom It May Concern:**

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in black ink, appearing to read "K. Johnson".

Kevin Johnson  
Vice President of Sales



**Brodart Co.**  
500 Arch Street, Williamsport, PA 17701  
P: 800•233•8467 F: 570•651•1639  
[www.brodart.com](http://www.brodart.com)

June 19, 2023

To Whom It May Concern:

Virco, Inc., located at 1701 Sturgis Road, Conway, AR 72034, is an authorized reseller for all Brodart Contract Furniture products.

As an authorized reseller, Virco can supply all the information required to specify Brodart manufactured products, carry out assembly and installation services and provide all necessary after sales support related to San Bernardina bid No 23/24-0005.

Current Brodart list pricing and product specifications may be accessed at:

<https://www.brodartfurniture.com/resources/price-list-specifications>

Respectfully,

A handwritten signature in cursive script that reads "Michael Chefalo".

Michael Chefalo  
Vice President, Furniture Product Line  
Brodart Co.  
P: (570) 326-2461 ext. 6206  
M: (570) 447-0031  
[michael.chefalo@brodart.com](mailto:michael.chefalo@brodart.com)  
[www.brodartfurniture.com](http://www.brodartfurniture.com)



Client#: 1546332

VIRCOMFG

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/04/2023

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

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

<b>PRODUCER</b> USI Insurance Services, LLC Lic # 0G11911 21250 Hawthorne Blvd. Suite 600 Torrance, CA 90503		<b>CONTACT NAME:</b> Yen Dang <b>PHONE (A/C, No, Ext):</b> 424-390-0051 <b>E-MAIL ADDRESS:</b> yen.dang@usi.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> Virco Mfg. Corporation 2027 Harpers Way Torrance, CA 90501		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : The Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Great American Insurance Company	16691	INSURER C : Travelers Property Cas. Co. of America	25674	INSURER D : The Standard Fire Insurance Company	19070	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR-Premises: \$50k <input checked="" type="checkbox"/> SIR-Products: \$250k GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		72EC50F6588 *Med Pay is per written contract	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000* PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: \$50k		TC2JCAP4243B618TIL	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		TUU048096310	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9K9055032351K - Deductible	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D			UB8L76723A2351R - Retro (AZ MA NE WI)			

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

## CERTIFICATE HOLDER

## CANCELLATION

Virco Mfg. Corporation Virco Inc. 2027 Harpers Way Torrance, CA 90501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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## GENERAL INFORMATION

### VIRCO WARRANTY

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

#### Limitations:

From the date of purchase, Virco's warranty covers the items below as follows:

##### 10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty.

##### 5 Years

Glides, casters, pneumatic cylinders and torsion bars on mobile folding tables.

##### 1 Year

Chairs with custom logos applied to their upholstered seats and/or backs.

#### Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product.
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings.
- Failures resulting from inadequate inspection and maintenance.
- The effects of normal usage over time.
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information).
- Product modifications not approved by Virco.
- Vinyl and fabric upholstery material, except as may be offered by the mill source.
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes.

### Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

### To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

### Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly for loose or missing screws or rivets, metal fatigue, cracks, broken welds, missing attachments, loose staples and general instability. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://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. <b>VIRCO INC</b>	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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. <b>2027 Harpers Way</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Torrance, CA, 90501</b>	
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								
3	3		-	0	8	1	5	7
								9

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

*Christa Jones*

Date ►

*11/1/2023*

### 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](http://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.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are willing for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Virco Furniture & Equipment Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	61.4%	57.4%	53.6%
\$1,001 to \$4,000	62.4%	58.6%	54.8%
\$4,001 to \$15,000	66.5%	63.1%	59.8%
\$15,001 to \$40,000	69.1%	67.5%	64.4%
\$40,001 to \$100,000	71.0%	68.5%	65.5%
\$100,000+	71.7%	70.2%	67.4%

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Brodart Furniture List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	41.2%	29.5%	11.9%
\$1,001 to \$4,000	41.2%	35.4%	26.6%
\$4,001 to \$15,000	44.3%	41.5%	33.2%
\$15,001 to \$40,000	44.3%	41.5%	33.2%
\$40,001 to \$100,000	48.5%	45.9%	38.3%
\$100,000+	48.5%	46.9%	40.7%



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Diversified Educational Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	35.1%	22.1%	2.6%
\$1,001 to \$4,000	35.1%	28.6%	18.9%
\$4,001 to \$15,000	39.2%	36.2%	27.0%
\$15,001 to \$40,000	39.2%	36.2%	27.0%
\$40,001 to \$100,000	43.3%	40.5%	32.0%
\$100,000+	43.3%	41.7%	34.9%

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from DeskMakers List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	28.0%	10.0%	-8.0%
\$1,001 to \$4,000	32.0%	15.0%	11.6%
\$4,001 to \$15,000	34.0%	20.8%	17.5%
\$15,001 to \$40,000	34.0%	20.8%	17.5%
\$40,001 to \$100,000	36.0%	26.4%	23.2%
\$100,000+	36.0%	29.6%	26.4%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from ERG International Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	9.4%	-8.8%	-36.0%
\$1,001 to \$4,000	9.4%	0.3%	-13.3%
\$4,001 to \$15,000	11.9%	10.3%	-3.0%
\$15,001 to \$40,000	18.6%	14.6%	2.4%
\$40,001 to \$100,000	28.9%	25.4%	14.7%
\$100,000+	32.0%	30.0%	21.8%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Ghent Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	19.6%	3.5%	-20.5%
\$1,001 to \$4,000	19.6%	11.6%	-0.4%
\$4,001 to \$15,000	23.7%	19.9%	8.5%
\$15,001 to \$40,000	23.7%	19.9%	8.5%
\$40,001 to \$100,000	28.9%	25.4%	14.7%
\$100,000+	28.9%	26.7%	18.3%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from High Point Furniture Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	42.3%	30.7%	13.4%
\$1,001 to \$4,000	42.3%	36.5%	27.9%
\$4,001 to \$15,000	46.4%	43.7%	35.7%
\$15,001 to \$40,000	46.4%	43.7%	35.7%
\$40,001 to \$100,000	50.5%	48.0%	40.6%
\$100,000+	50.5%	49.1%	43.1%

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Interior Concepts Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	36.1%	23.3%	4.2%
\$1,001 to \$4,000	36.1%	29.7%	20.1%
\$4,001 to \$15,000	40.2%	37.2%	28.3%
\$15,001 to \$40,000	40.2%	37.2%	28.3%
\$40,001 to \$100,000	47.4%	44.8%	36.9%
\$100,000+	49.5%	47.9%	42.0%



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Plymold Furnishing List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	19.6%	3.5%	-20.5%
\$1,001 to \$4,000	19.6%	11.6%	-0.04%
\$4,001 to \$15,000	23.7%	19.9%	8.5%
\$15,001 to \$40,000	23.7%	19.9%	8.5%
\$40,001 to \$100,000	28.9%	25.4%	14.7%
\$100,000+	28.9%	26.7%	18.3%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Rebublic Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	13.4%	-4.0%	-29.7%
\$1,001 to \$4,000	13.4%	4.8%	-8.1%
\$4,001 to \$15,000	18.6%	14.6%	2.3%
\$15,001 to \$40,000	18.6%	14.6%	2.3%
\$40,001 to \$100,000	23.7%	19.9%	8.5%
\$100,000+	23.7%	21.5%	12.3%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from RFM Preferred Seating List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	33.0%	19.6%	-3.0%
\$1,001 to \$4,000	33.0%	26.3%	16.3%
\$4,001 to \$15,000	37.1%	34.0%	24.6%
\$15,001 to \$40,000	37.1%	34.0%	24.6%
\$40,001 to \$100,000	41.2%	38.4%	29.5%
\$100,000+	41.2%	39.5%	32.5%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Right Angle List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	25.8%	14.8%	-6.0%
\$1,001 to \$4,000	25.8%	18.4%	7.3%
\$4,001 to \$15,000	29.9%	26.3%	15.9%
\$15,001 to \$40,000	29.9%	26.3%	15.9%
\$40,001 to \$100,000	35.1%	31.9%	22.1%
\$100,000+	35.1%	33.1%	25.4%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Russwood Library Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	38.2%	25.8%	7.3%
\$1,001 to \$4,000	38.2%	32.0%	22.7%
\$4,001 to \$15,000	42.3%	39.4%	30.7%
\$15,001 to \$40,000	42.3%	39.4%	30.7%
\$40,001 to \$100,000	46.4%	43.7%	35.7%
\$100,000+	46.4%	44.7%	38.4%

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from UltraPlay Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	-24.6%	-49.6%	-86.9%
\$1,001 to \$4,000	-24.6%	-37.1%	-55.8%
\$4,001 to \$15,000	-16.4%	-22.3%	-39.7%
\$15,001 to \$40,000	-16.4%	-22.3%	-39.7%
\$40,001 to \$100,000	-8.2%	-13.6%	-29.8%
\$100,000+	-8.2%	-11.4%	-24.4%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Waddell Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	20.6%	2.8%	-18.9%
\$1,001 to \$4,000	20.6%	12.7%	0.9%
\$4,001 to \$15,000	25.8%	22.1%	11.0%
\$15,001 to \$40,000	25.8%	22.1%	11.0%
\$40,001 to \$100,000	29.9%	26.4%	15.9%
\$100,000+	29.9%	27.9%	19.4%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST

SAN BERNARDINO			
#23_24-0005			
Percentage Discount by Dollar Volume from Wood Designs Price List In Effect at Time of Order			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	11.4%	-6.2%	-32.8%
\$1,001 to \$4,000	11.4%	2.5%	-10.7%
\$4,001 to \$15,000	16.5%	12.4%	0.01%
\$15,001 to \$40,000	16.5%	12.4%	0.01%
\$40,001 to \$100,000	22.7%	18.9%	7.3%
\$100,000+	22.7%	20.4%	11.2%

ITEMS IN RED ARE COST PLUS

ITEMS IN BLACK ARE DISCOUNT FROM LIST



### CLERK'S CERTIFICATE

I, \_\_\_\_\_ 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 \_\_\_\_\_ (*Approval of the use of the San Bernardino County Superintendent of Schools Piggybackable BID #23/24-0005 – Furniture: System and Stand Alone with Virco, Inc., July 1, 2023 and will expire June 30, 2024, NR100523A-06*). that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

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Clerk of the Board of Trustees  
of the Etiwanda School District



San Bernardino County  
Superintendent of Schools

Ted Alejandre  
County Superintendent

*Transforming lives through education*

June 27, 2023

CN School & Office Solutions, Inc.  
ATTN: Devyn Goss  
500 E. Rincon St.,  
Suite 100  
Corona, CA 92879

**NOTICE OF AWARD  
BID 23/24-0005  
FURNITURE: SYSTEM AND STAND ALONE**

Dear Devyn Goss

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. **CN School & Office Solutions, Inc.** is one of the successful bidders for BID#23/24-0005 Furniture: Systems and Stand Alone and is hereby awarded on July 1, 2023, and will expire on June 30, 2024 and may be extended for up to two (2) additional one-year renewal by mutual written consent of both parties.

A purchase order will be issued as needed for purchases throughout the term of the agreement.

Please sign below for acceptance of the term as well as complete and sign Attachment A. A fully executed contract will be returned to you for your records upon acceptance of both parties.

 7/3/23  
Signature Date

Devyn Goss 06/27/2023  
Signature Date

VICE PRESIDENT

Title

Kevin Garcia, Program Manager  
Procurement & Warehouse Services

Devyn Goss  
CN School & Office Solutions, Inc.

Business Services • Richard De Nava, Chief Business Officer

Business Support Services • Katie M. Hylton, Director  
760 East Brier Drive • San Bernardino, CA 92408 • P: 909.386.9669 • F: 909.386.9507 • www.sbcss.net



Attachment A

Education Department of General Administration Regulation (EDGAR)

Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process. San Bernardino County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**BREACH OF CONTRACT BY EITHER PARTIES**

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

**TERMINATION FOR CAUSE OR FOR CONVENIENCE**

- (B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino County Superintendent of Schools believes, in its sole discretion that it is in the best interest of San Bernardino County Superintendent of Schools to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino County Superintendent of Schools as of the termination date if the contract is terminated for convenience of San Bernardino County Superintendent of Schools. Any award under this procurement process is not exclusive and San Bernardino County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino County Superintendent of Schools.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

#### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

- (C) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES   DG   Initials of Authorized Representative of Vendor

#### CLEAN AIR ACT (42 U.S.C.7401-7671q.)

- (D) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended –** Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES   DG   Initials of Authorized Representative of Vendor

#### DEBARMENT AND SUSPENSION

- (E) **Debarment and Suspension (Executive Orders 12549 and 12689) –** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

<b>BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)</b>
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- (F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for 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.
- b. 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

<b>RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333</b>
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When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after

grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND  
CONSERVATION ACT**

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**Company Name:** CN SCHOOL OFFICE SOLUTIONS INC

**Address:** 500 E. RINCON ST. SUITE #100

**City:** CORONA **State:** CA **Zip:** 92879

**Phone Number:** 949-597-0123

**Fax #:** \_\_\_\_\_

**Email Address:** DEVYN@CULVER-NEWLIN.COM

**Printed Name of Authorized Representative:** DEVYN GOSS

**Signature of Authorized Representative:** Devyn Goss

**Date:** 06/27/2023



**NOTICE CALLING FOR BIDS**

**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

**BID DEADLINE:** Wednesday, June 21, 2023 2:00 P.M.

**PLACE OF OPENING:** San Bernardino County SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the **SUPERINTENDENT**.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED - #23/24-0005 Furniture: Systems and Stand Alone**"

No **VENDOR** may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit <https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>

**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Respectfully,

Amber L Arias, Manager Procurement Services

Advertisement #1: May 30, 2023

Advertisement #2: June 6, 2023

Questions Due: June 13, 2023

Bids Due: June 21, 2023 2:00 p.m.

Bid Opening: June 21, 2023 2:15 p.m.



**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR(s)** to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**. Please see Attachment A for FAQs.

**1. INSTRUCTIONS TO VENDORS**

**VENDORS** shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED #23/24-0005 Furniture: Systems and Stand Alone**".

**1.1 Delivery Address**

San Bernardino Superintendent of Schools  
Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

**1.2 Bid Opening**

**VENDORS** must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at **2:00 p.m. on Wednesday, June 21, 2023**. Bids will be **opened and read at 2:15 p.m. via Zoom**. Please email [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) if you are interested in receiving an invitation and call in information for the virtual bid opening.

**1.3 Erasures**

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDORS** in making up their bids.

**1.4 Withdrawal of Bids**

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

**1.5 Bid Preparation Cost**

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

**1.6 Questions Regarding Bid**

Questions should be reduced to writing and e-mailed to Amber Arias, Procurement Services at [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) or (909) 386-9508.

**1.7 Bid Content – All bids submitted shall include:**

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter



**2.0 INTERPRETATION OF DOCUMENTS**

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

**3.0 AWARD**

**SUPERINTENDENT** reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

**4.0 VENDORS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

**5.0 LENGTH OF CONTRACT**

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

**6.0 PRICES**

**6.1** Prices shall remain firm for the entire term of the contract.

**6.2** Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.

**6.3** Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**.

**7.0 TAXES**

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR's** quotation. Public school districts are exempt from Federal Excise Tax.

**8.0 INVOICES AND PAYMENTS**

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

**9.0 DELIVERY**

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT**. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,

invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County Superintendent of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

**10.0 BRAND NAMES**

This bid is a percentage off **VENDOR's** catalog pricing. **VENDOR** will provide a list of manufacturers and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

**11.0 SAMPLES**

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

**12.0 RESOURCE CONSERVATION**

**SUPERINTENDENT** is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR(s)**.

**13.0 QUANTITIES**

**SUPERINTENDENT** does not guarantee quantities.

**14.0 SAFETY REQUIREMENTS**

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDORs** receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

**15.0 HOLD HARMLESS**

**VENDOR** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

**16.0 DEFAULT BY VENDOR**

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.



**17.0 ASSIGNMENT**

**VENDOR** shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

**18.0 NOTICE OF TERMINATION**

**SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

**19.0 CLAIMS/DISPUTES**

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

**20.0 OTHER AGENCIES: PIGGYBACK CLAUSE**

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

**21.0 SEVERABILITY**

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

**22.0 GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

**23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**24.0 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

**25.0 ENTIRE AGREEMENT**

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

**26.0 EFFECT OF WAIVER**

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.

**27.0 COVENANT AGAINST GRATUITIES**

**VENDOR** warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **VENDOR** or any agent or representative of the **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items which **VENDOR** agreed to supply shall be borne and paid for by the **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**28.0 PROTEST**

**VENDORS** may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

**SUPERINTENDENT** will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

**29.0 NON-COLLUSION**

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

**30.0 PERFORMANCE BOND**

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

**31.0 FINGERPRINTING REQUIREMENTS**

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

**32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**VENDOR** shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.



**33.0 WARRANTY/QUALITY**

**VENDOR** shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

**34.0 PREVAILING WAGES**

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

**35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR**

**VENDORS** must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the **VENDOR** named in the bidding documents. If **VENDOR** is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The **SUPERINTENDENT** reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

**36.0 UNFORESEEN CONDITIONS STORAGE**

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDORS** bonded, insured warehouse facility no longer than 60 days.

**37.0 REFUSE/DUNNAGE REMOVAL**

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.

### SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (VENDOR to list all addenda).

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ \* labor and installation fees  
\_\_\_\_\_ \* Stair carry fees  
\_\_\_\_\_ \* shipping costs (if over 100 miles from  
distribution \_\_\_\_\_ warehouse)  
YES \_\_\_\_\_ NO \_\_\_\_\_ \* Unforeseen Conditions storage per 36.0

**\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

**IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.**

#### **COMPANY INFORMATION**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Please type or print)

Company Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_



**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (date)  
(city) (state)

X \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**  
*(To Be Submitted with Bid)*

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

VENDOR

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
*(To Be Submitted with Bid)*

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature, Vendor

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and

firmly bound unto the SUPERINTENDENT, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal)

PRINCIPAL \_\_\_\_\_

BY \_\_\_\_\_

TYPED/PRINTED NAME \_\_\_\_\_

(Corporate Seal)

TITLE \_\_\_\_\_

SURETY \_\_\_\_\_

BY \_\_\_\_\_

(Attach Attorney-in Fact Certificate)

TYPED/PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_



**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
(Name of Contractor)

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

## Attachment A

### Frequently Asked Questions (FAQ)

**Q1.** Section 6.3 states that the "Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent." There is also a line for "Labor and Installation fees" on the Signature Page/Bid Form. Can you please clarify the purpose of the "Labor and Installation fees"?

**A.** **SUPERINTENDENT** may opt to purchase additional items from **VENDOR** that are not included in the awarded group of manufacturer's products.

Also, Section 6.3 states "Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**."

Please notate on the bid form if there are any conditions where **VENDOR** may charge "Labor and Installation Fees", and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc.).

**Q2.** Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.

- Does this mean prevailing wage labor is considered separate from the "labor and installation fees" line on the Bid Signature Page?
- Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?

**A.** The "labor and installation fees" line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

**SUPERINTENDENT** may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the **VENDOR** for prevailing wage labor, as described in **Section 34.0 PREVAILING WAGES**. It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

**Q3.** Will a Vendor's answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?

**A.** No

**Q4.** Please confirm if this is only a catalog bid or a catalog and line item bid.

**A.** This is only a catalog bid, with costs based on a percentage off current catalog pricing.

**Q5.** Is a Manufacture able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.

**A.** This bid is for authorized **VENDORS** to provide pricing based on a percentage of the manufacturer's list or catalog price. We would ask your resellers to provide a response to Bid 23/24-0005.





## **FURNITURE: SYSTEMS AND STAND ALONE**

**BID# 23/24-0005**

### **ADDENDUM #1**

**June 14, 2023**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) has received the following questions regarding Furniture: Systems and Stand Alone bid. The questions and answers are as follows:

**Question 1.** Per Section 6.3; is all product drop shipping direct to SBCSS warehouse? Or should it be shipped to the dealer warehouse and then delivered and installed at SBCSS?

**Answer:** Product should be delivered to dealer warehouse and then delivered and installed at SBCSS sites unless otherwise noted when purchased.

**Question 2.** Are we able to charge Technical Specification fees? This would apply when field measurements, space planning, renderings and finish selections are involved.

**Answer:** These types of Technical Specification fees/charges would not be included as part of this bid and would be at the discretion of the vendor. Additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of the purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT.

**Question 3.** Per the Performance Bond form, the form is requesting a dollar amount to be listed; however, our bid proposal is a percentage discount rather than a lump sum. What is required to be listed in dollar amount on this form?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished in the bid documents is for your future reference.

**Question 4.** Is fingerprinting required in order to bid?

**Answer:** Fingerprinting is not required at the time of bid. Fingerprinting will be required once awarded and if the vendor or its employees may come into contact with students at any site while delivering and installing product.

**Question 5.** Do we need to publish? Where? San Bernardino Sun? For how long? What does the Proof of publication have to include (see first page of the bid form)?

**Answer:** There is no need to for the vendor to publish anything in relation to this Bid or award of contract. The dates listing on the bottom of the Notice Calling for Bids is to notify potential bidders the SUPERINTENDENT's schedule for the bidding process.

**Question 6.** Are there any meetings we need to attend?

**Answer.** There are no meetings required in order to submit a bid.

**Question 7.** Is the application filled out in Blue or Black ink?

**Answer:** The bid forms can be submitted using blue or black ink but forms must contain original signatures.

**Question 8.** Is the attached bond the Performance bond that you need?

**Answer:** Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 9.** Is a Performance Bond necessary for Bid No. 23/24-0005?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 10.** Per page 4, paragraph 6.1: "Prices shall remain firm for the entire term of the contract." Since this bid is a percentage discount off of manufacturers' current catalog/price list pricing, will SBCSS accept updated manufacturer price lists during the 1<sup>st</sup> year of the contract and throughout the 2 renewal terms, if the percentage discounts remain firm?

**Answer:** Yes, since this is a bid is a percentage discount off the manufacturers' current catalog, updated manufacturer price lists are accepted as long as the percentage discount remains in effect.

**Question 11.** As a Furniture Manufacturer we work through multiple dealers. Can multiple dealers represent the manufacturer on this bid? Or will only one vendor be awarded a manufacturers line?

**Answer:** Yes, multiple dealers can represent the manufacturer on this bid.

**Question 12.** Is it necessary to bid in order for SBCSS to do business with a vendor?

**Answer:** Although submitting a bid to SBCSS is not required for the SUPERINTENDENT to do business with a particular vendor, purchases made through a vendor that is not awarded the bid, would be limited to the annual bid limit, and purchases cannot exceed the bid limit amount in a fiscal year (July 1 – June 30). The bid limit is set in Public Contract Code (PPC) Section 20111(a) and adjusted annually by the State Superintendent of Public Instruction. As of January 1, 2023, the current bid limit is \$109,300.00.



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**LEGAL ADVERTISING**

**INVOICE**

Invoice Number B3705158	Date 6/6/2023
Customer Account Number 1124126731	
Customer Payment Reference PO230000	
Special Project	

**Ordered by:**  
SAN BERNARDINO SUPERINTENDENT OF  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
760 EAST BRIER DRIVE  
SAN BERNARDINO, CA 92408 USA


**For payment processing, please forward to:** Page 1 of 1

ACCOUNTS PAYABLE  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
760 E. BRIER DRIVE  
SAN BERNARDINO, CA 92408 USA

**DUE UPON RECEIPT.**

Type	Order No	Description	Amount
Invoice	B3705158	BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE BID NOTICE INVITING BIDS 89900 SAN BERNARDINO COUNTY SUN 05/30,06/06/2023  \$ 3.66 ** 84 AgateLines * 2 Ins * 1 Cols	614.88     614.88

**To pay online, go to [adtech.dailyjournal.com/payment](http://adtech.dailyjournal.com/payment)**

<b>PLEASE PROCESS FOR PAYMENT IMMEDIATELY. DUE UPON RECEIPT.</b>			<b>Total:</b>	<b>614.88</b>
<b>Please make check payable to: Daily Journal Corporation</b>			<b>Payment:</b>	<b>0.00</b>
			<b>Please Pay:</b>	<b>614.88</b>
To ensure proper credit please write your account number 1124126731 on your check. Also, please detach and return this portion of the invoice with your payment. For account support, please email: <a href="mailto:anthony_gutierrez@dailyjournal.com">anthony_gutierrez@dailyjournal.com</a> or call: 2132295584.	Invoice Date 6/6/2023	Invoice Number B3705158	Customer Number 1124126731	
	 * A 0 0 0 0 0 6 3 3 0 0 6 5 *			
Government Advertising - Division 1124	Amount Due			<b>614.88</b>
DAILY JOURNAL CORPORATION CALIFORNIA NEWSPAPER SERVICE BUREAU ATTN: ACCOUNTS RECEIVABLE PO BOX 54026 LOS ANGELES, CA 90054-0026		ACCOUNTS PAYABLE S.B. COUNTY SUPERINTENDENT OF SCHOOLS 760 E. BRIER DRIVE SAN BERNARDINO, CA 92408 USA		

**SAN BERNARDINO COUNTY SUN**

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408  
Telephone (909) 889-9666 / Fax (909) 884-2536

SAN BERNARDINO SUPERINTENDENT OF  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
760 EAST BRIER DRIVE  
SAN BERNARDINO, CA - 92408

SB #: 3705158

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of SAN BERNARDINO ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/30/2023, 06/06/2023

Executed on: 06/07/2023  
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

\* A 0 0 0 0 0 6 3 3 0 0 6 6 \*

NOTICE CALLING FOR BIDS  
FURNITURE: SYSTEMS AND  
STAND ALONE BID NO. 23/24-0005  
BID DEADLINE: June 21, 2023 2:00  
P.M. PLACE OF OPENING: San  
Bernardino County  
SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist 760  
East Brier Drive San Bernardino,  
CA 92408 Notice is hereby given that  
the San Bernardino County  
Superintendent of Schools hereafter  
called SUPERINTENDENT, will  
receive sealed bids up to, but not  
later than, the time fixed above for  
procuring furniture: new or  
refurbished, systems, stand alone  
and classroom furniture as required  
by the SUPERINTENDENT. All  
bids shall be made on the bid form  
furnished by the  
SUPERINTENDENT. Each bid  
must conform and be responsive to  
all pertinent Bidding and Contract  
Documents. Bids shall remain open,  
valid and subject to acceptance  
anytime within ninety (90) days  
after the bid opening date and time  
unless otherwise stipulated. The  
successful VENDOR may be  
required to furnish a Performance  
Bond in the amount at a level to be  
determined by the  
SUPERINTENDENT. Sealed bids  
will be received by the Front Desk  
Receptionist, 760 East Brier Drive,  
San Bernardino, CA 92408, on or  
before the time and date stated  
above. Bids will remain sealed until  
the time and date stated. Bids must  
be sealed and clearly marked on the  
outside of the envelope in the lower  
left-hand corner "BID ENCLOSED -  
#23/24-0005 Furniture: Systems and  
Stand Alone". No VENDOR may  
withdraw his bid for a period of 90  
days after the date set for the  
opening thereof. To request a copy of  
the Bid document, please contact  
Procurement and Warehouse  
Services at (909) 386-9508 or visit  
<https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>  
ELECTRONIC SUBMISSION OF  
BIDS WILL NOT BE ACCEPTED.  
Advertisement #1: May 30, 2023  
Advertisement #2: June 6, 2023  
Questions Due: June 13, 2023 Bids  
Due: June 21, 2023 2:00 p.m.  
5/30, 6/6/23

SBS-3705158#





**BID #23/24-0005 FURNITURE:  
SYSTEMS AND STAND ALONE**

**SIGNATURE PAGE/BID FORM**

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (VENDOR to list all addenda).

Addendum No. <u>1</u>	Date Received <u>12/14/23</u>	Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

PLEASE SEE ATTACHED  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

0 \* labor and installation fees included in price  
0 \* Stair carry fees included in price  
REQUEST QUOTE \* shipping costs (if over 100 miles from  
distribution \_\_\_\_\_ warehouse)

YES X NO \_\_\_\_\_ \* Unforeseen Conditions storage per 36.0

**\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.

**COMPANY INFORMATION**

Company Name: CN School & Office Solutions Inc.

Authorized Representative: Devyn Goss  
(Please type or print)

Company Address: 500 E Rincon St., Suite 100

Telephone Number: (949) 597-0123 Fax Number ( ) N/A

E-mail Address: Devyn@culver-newlin.com

Authorized Representative's Signature: \_\_\_\_\_



**Manufacturer**

**Percentage Off List**

9to5	50%
Alumni	40%
Arcadia	25%
Artopex	25%
BuzziSpace	25%
Carpets 4 Kids	list +5%
CEF	20%
Certwood	40%
Claridge	28%
Diversified	35%
ECD	52%
Encore	25%
Eurotech	25%
FireKing	35%
Fomcore	40%
FSR	15%
Hirsh	30%
Hon	40%
HPFI	40%
Humanscale	40%
Jonticraft	list +5%
JSI	30%
Lesro	25%
LightCorp	20%
Maverick	50%
Mooreco	30%
Muzo-Works	10%
NPS	45%
Palmer Hamilton	15%
Platinum Visual	45%
Right Angle	40%
Safco	30%
Sico	15%
Smith System	25%
Tayco	35%
Tenjam	30%
VS	5%
Wisconsin Bench	40%
Webcoat / Superior	1.50%
Whitney Bros	5%
Workrite	25%



PLEASE NOTE: LARGE QUANTITY ORDERS MAY QUALIFY FOR A DEEPER DISCOUNT,  
WHICH WE WILL PASS ON DIRECTLY TO THE DISTRICT

**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the CN School & President of Office Solutions, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

June 19, 2023, at Corona, CA (date)  
(city) (state)

x 



**WORKERS' COMPENSATION CERTIFICATION**  
(To Be Submitted with Bid)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: June 19, 2023

VENDOR

By: Heather Bushem

Signature



(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

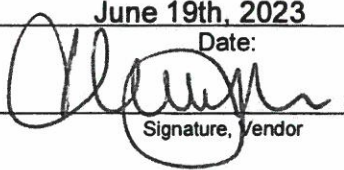
Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

June 19th, 2023  
\_\_\_\_\_  
Date:  
  
\_\_\_\_\_  
Signature, Vendor



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the SUPERINTENDENT, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal)

PRINCIPAL \_\_\_\_\_

BY \_\_\_\_\_

TYPED/PRINTED NAME \_\_\_\_\_

(Corporate Seal)

TITLE \_\_\_\_\_

SURETY \_\_\_\_\_

BY \_\_\_\_\_

(Attach Attorney-in Fact Certificate)

TYPED/PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

CN School & Office Solutions Inc certifies that it has performed one of the following:  
(Name of Contractor)

- ☒ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date June 19, 2023

CN School & Office Solutions Inc.

Name of Contractor

Signature 





# CULVER-NEWLIN

FURNITURE FOR SCHOOLS & OFFICES



CN School & Office Solutions is an authorized agency of the Department of Justice. All employees are put through a Live Scan finger printing process as part of general employment with the company.

Below is a list of CN employees:

Keith Hutcheson  
Devyn Goss  
Heather Bushem  
Clarence Amaral  
Kim Amaral  
Kristopher Amaral  
Brandon Bernal Moran  
Yohana Bustillos  
Tara Carlson  
Daniel Cervantes  
Gustavo Del Cid  
Luke Diller  
Onel Flores Garcia  
Salvador Garay  
Maria Garcia  
Zoila Garcia  
Baltazar Gonzales  
Kelsey Laraba  
Vincent Lopez  
Jennifer Lorenzo  
Rosa Delgado



# CULVER-NEWLIN

FURNITURE FOR SCHOOLS & OFFICES

CONTINUED TO PAGE (2)

CONTINUED...

Narciso Martinez  
Calvin McCarty  
Christian Miranda  
Leonardo Miranda  
Ismael Morales  
Dana Spicer  
Alfie Reodica  
Pablo Rodriguez Ovieda  
Jonathan Santiago  
Abraham Natanael Santos Barragan  
Damien Santos  
Kimberly Smith  
Sandra Kathleen Stemwedel  
Devi Susanto  
Chad Toth  
Sandra Urias  
Enrique Valencia  
William Wells  
Joshua Wheeler  
Tyler White





Wednesday, June 7, 2023

RE: San Bernadino Schools Bid No. 23/24-005

To Whom It May Concern:

9to5 Seating is a vertically integrated manufacturer specializing in the design and production of ergonomic office seating to accommodate the rigorous demands of today's office environments. While 9to5 Seating has many years of experience manufacturing, we truly differentiate ourselves from our competitors by using vertical integration within our own manufacturing facilities. We are proud to be a United States based manufacturer with a facility in Hawthorne, CA.

Please accept this correspondence as confirmation that the following furniture dealer is an authorized servicing dealer approved to represent, specify, quote, sell and service 9to5 Seating's products, and is in good standing with 9to5 Seating:

Culver-Newlin  
500 E Rincon Street, Suite 100,  
Corona, CA 92879

Please feel free to contact me directly if you have any questions or concerns regarding this submission. 9to5 Seating looks forward to serving you through this agreement's forthcoming term.

Kind regards,

A handwritten signature in cursive script that reads "Joni D. Stafford".

Joni D. Stafford  
Contract Specialist  
9to5 Seating LLC  
Phone: 812-766-3736  
Email: [Joni.Stafford@9to5Seating.com](mailto:Joni.Stafford@9to5Seating.com)



June 1, 2023

To whom it may concern,

In reference to commercial furniture, Systems and Standalone BID NO. 23 / 24 - 0005, our preferred dealer of choice is Culver-Newlin. They focus entirely on K-12 clients and we have worked successfully with them on a previous piggyback contract that is similar in nature to this bid. They are authorized to sell Artopex products in California and they meet all of your bid requirements, including:

- Having a local warehouse and a local showroom

- They employ their own installers and all Culver-Newlin employees are fingerprinted and background-checked through the DOJ

As of June 1, 2023, they are in good financial standing with Artopex and we do not anticipate any changes thereof.

Please let me know if you have any further questions.

Thank you,

Jeff Ebina  
President

---

15130 Washington Street - Riverside, CA 92506 - (951) 538-5485 - [jeffe@rayandassociatesinc.com](mailto:jeffe@rayandassociatesinc.com)





June 1, 2023

Culver Newlin  
500 E. Rincon St. Suite 100  
Corona, Ca. 92879

RE: Letter of Authorization for Culver Newlin  
San Bernardino County Superintendent of Schools Bid #23/24-0005

To Whom It may concern:

Culver Newlin is a preferred authorized dealer in good financial standing with Maverick Desk and thereby authorized to market, sell, distribute, warrant, and supply our products.

Please feel free to contact me should you have any questions.

Sincerely,

**Tony Pacheco**  
President



15100 South Figueroa St. | Gardena, California 90248  
M: 310.251.5309 O: 310.436.6134 F: 310.436.6135  
maverickdesk.com | tpacheco@maverickdesk.com





June 14, 2023

**Culver-Newlin Inc.**  
**520 Rincon St. Suite 100**  
**Corona, CA 92879**  
**Attn: Devyn Goss, Vice President – Sales &**  
**Marketing**

**RE: Dealer Authorization – San Bernardino County Superintendent of Schools Bid – Bid**  
**#23/24-0005 - Furniture Systems and Standalone Furniture**

To Whom It May Concern:

This letter is to certify that Culver-Newlin, Inc. is an Authorized Dealer in Good Standing with Alumni Classroom Furniture Inc. and is, thereby authorized to submit a proposal, market, sell, distribute, and supply our entire product line for the above referenced bid/contract.

As an authorized dealer of our products, Culver-Newlin, Inc. is also authorized to provide installation services, warranty service work and/or maintenance services for Alumni Classroom Furniture Inc. products.

Please feel free to contact me should you have any questions.

Sincerely,

Joseph Campos  
Relationship Support Manager  
Alumni Classroom Furniture Inc.  
Email: [contracts@alumnicf.com](mailto:contracts@alumnicf.com)  
Tel: 1-(833)-939-9300 ext. 509





900 Park Place  
New Albany, IN 47150

Phone 800-457-2424 or 812-948-8400  
Fax 800-227-7513  
[www.fireking.com](http://www.fireking.com)

June 9, 2023

To: San Bernadino County Superintendent of Schools  
760 East Brier Drive  
San Bernadino, CA 92408

RE: Authorization Letter for Culver-Newlin  
Bid No. 23/24-0005 Furniture: Systems and Stand Alone

To Whom It May Concern,

Please be advised that Culver-Newlin, Inc. at 520 E. Rincon St. Corona, CA is an authorized dealer in good standing with FireKing International, LLC. Culver-Newlin is authorized to market, sell, distribute, or supply the brands incorporated under the FireKing price list and product line for all public sector and private sector bids; including Bid No. 23/24-0005 Furniture: Systems and Stand-Alone. Please feel free to contact me directly with any questions.

Sincerely,

Darren Tandy | Regional Sales Manager

FireKing | 900 Park Place | New Albany, Indiana 47150

Direct: 812.542.3337 or 800.457.2424 Ext: 3337 | Fax: 800-227-7513 | [www.fireking.com](http://www.fireking.com)

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BuzziSpace, Inc.



June 16<sup>th</sup>, 2023

RE: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

This letter is to confirm that Culver-Newlin, Inc., 520 E. Rincon Street, Suite #102, Corona, CA 92879 is an authorized dealer for BuzziSpace Inc.

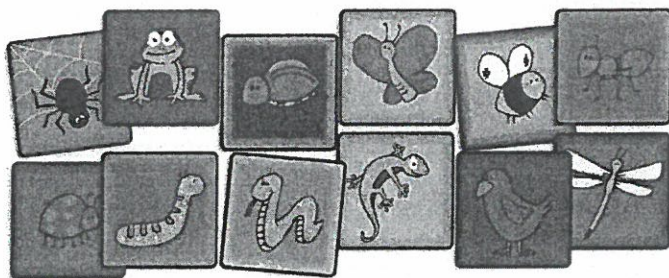
As our dealer, Culver-Newlin, Inc. is authorized to warrant bids, distribute, market, and install our full line of products for San Bernardino County Superintendent of Schools Bid No. 23/24-0005.

Sincerely,

Genevieve Lemire  
Sales Director, North America  
BuzziSpace

[Genevieve.lemire@buzzi.space](mailto:Genevieve.lemire@buzzi.space)  
248.787.0303  
45 West 21st Street  
NY, NY 10010





Carpets for  
**KIDS**<sup>®</sup> etc...  
When Quality Counts!

June 13, 2023

In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

This letter shall serve as confirmation that Culver-Newlin is an authorized dealer of Carpets for Kids to bid on FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005 in San Bernardino County Superintendent's Office.

Culver-Newlin is authorized to provide installation service, warranty service work and/or maintenance service work.

Culver-Newlin is a dealer for our entire product line and not restricted in any way. They have a great relationship and partnership with Carpets for Kids in selling and servicing our products and is a dealer in good standing.

Please reach out to me should you need anything further.

Sincerely,

Kelli McPhee  
National Sales Manager  
Carpets for Kids  
248-514-5303



PRODUCTS AND EQUIPMENT, INCORPORATED  
805 Cottonwood Rd Annex 3  
HARRISON, ARKANSAS 72601  
E-MAIL: [claridge@claridgeproducts.com](mailto:claridge@claridgeproducts.com)

PHONE: 870-743-2200  
(800)434-4610  
FAX: 870-743-1908

June 19, 2023

Culver-Newlin, Inc  
520 E Rincon St.  
Corona, CA 92879

Subject: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To whom it may concern,

This letter is sent to confirm that the Company listed below is an authorized dealer in good standing with Claridge Products & Equipment LLC.

Culver-Newlin, Inc are certified in the installation of Claridge Products and Equipment products with the authority to preform warranty work as required.

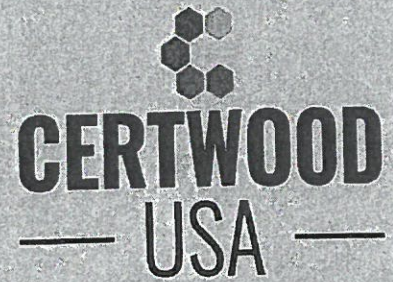
If you need any additional information or if you have questions, please feel free to contact us.

Thank you,

Marcus McNew  
President

CLARIDGE PRODUCTS AND EQUIPMENT, INC.





**Innovative Storage Solutions**  
**Technical Plastic Injection Moulders**

'ODC' Ohio Distribution Center  
11 Technology Way  
Wintersville, Ohio 43952  
Tel: 740-314-5874  
Fax: 740-314-5314  
Email: [info@certwood.com](mailto:info@certwood.com)  
[www.certwoodusa.com](http://www.certwoodusa.com)

**June 16<sup>th</sup> 2023**

**San Bernardino County**  
**Contract Culver Newlin / Certwood Limited.**

**Regarding: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005**

**To whom it may concern,**

**In reference to the San Bernardino County FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005.**

**Culver-Newlin is an Authorized Dealer to sell and distribute our (Certwood Storsystem) products in California.**

**As of June 1<sup>st</sup> 2023, Culver-Newlin are in good financial standing with (Certwood Storsystem).**

**Sincerely,**

**Chris Courtneil**  
**President**  
**Office: 740-314-5874**  
**Cell: 740-317-8247**  
**[chris@certwood.com](mailto:chris@certwood.com)**

**Registered in England 2024404**

**Registered Office:**  
**1 Victoria Street, Dunstable, Beds. UK**



June 12, 2023

Re: San Bernardino County Superintendent of Schools  
Furniture and Stand Alone, Bid No. 23/24-0005

To Whom It May Concern,

This letter serves as confirmation that as of June 1, 2023, Culver-Newlin is in good financial standing and an Approved and Authorized Dealer with Arcadia Chair Company.

Culver-Newlin is permitted to purchase, sell, market, and warrant all Products within Arcadia's & Encore's offerings and projects related to Arcadia Chair Company's product catalogs.

Should you require additional information, don't hesitate to reach out.

Sincerely,

*Pamela Angeles*

Pamela Angeles  
Contract Management Administrator  
[pam@arcadiacontract.com](mailto:pam@arcadiacontract.com)



12th June 2023

Culver Newlin  
500 E Rincon St, Ste 100  
CORONA CA 92879  
USA

To whom it may concern.

**In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005**

As of June 1<sup>st</sup> 2023, Culver-Newlin is in good financial standing with Muzo and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

Please feel free to contact me directly if you have questions or concerns.

Best Regards



Darren Buttle  
CEO

**Head Office**  
360 Kiwanis Blvd  
West Hazleton  
PA 18202

Tel: 800-670-2578

**Sales**  
[sales@muzo-works.com](mailto:sales@muzo-works.com)  
**Interior Designer**  
[erika@muzo-works.com](mailto:erika@muzo-works.com)  
**Accounts**  
[accounts@muzo-works.com](mailto:accounts@muzo-works.com)

**General Inquiries**  
[hello@muzo-works.com](mailto:hello@muzo-works.com)  
**Production & Warehouse Manager**  
[jordan@muzo-works.com](mailto:jordan@muzo-works.com)  
**Customer Service**  
[dev@muzo-works.com](mailto:dev@muzo-works.com)



June 14, 2023

San Bernardino Cty Superintendent of Schools  
Bid # 23/24-0005  
RE: Letter of Authorization for **Culver-Newlin**

To Whom It May Concern:

**Culver-Newlin** is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract for all 50 States.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Hanson".

Sarah Hanson  
Contract Administration





ERGONOMIC COMFORT DESIGN  
*Leaders In Ergonomic Seating Solutions*

June 13, 2023

To whom it may concern,

In reference to the furniture, systems and stand-alone Bid #23/24-0005, our preferred dealer of choice is Culver-Newlin. They focus entirely on K-12 clients and we have worked successfully with them on previous piggyback contracts that are similar in nature to this bid. They are authorized to sell Ergonomic Comfort Design, Inc. products in California and they meet all of your bid requirements.

As of June 13, 2023, they are in good financial standing with Ergonomic Comfort Design, Inc. and we do not anticipate any changes thereof.

Thank You

Al Agramonte

President



June 15, 2023

RE: Letter of Authorization

San Bernardino County Schools

Bid 23/24 0005

Furniture: Systems & Stand Alone

To Whom It May Concern:

Culver Newlin is an authorized dealer in good standing for Hirsh Industries LLC and, thereby authorized to market, sell, distribute, warrant and supply our products.

Please feel free to contact me should you have any questions.

Sincerely,

Jennifer Hester  
National Sales Manager  
Hirsh Industries  
hesterj@hirshindustries.com  
(205)767-4930





**HON**

**Make your space work.**

June 13, 2023

RE: Furniture: Systems and Stand Alone Bid No. 23/24-0005

This letter certifies that as of June 1, 2023, Culver-Newlin is in good financial standing with The HON Company and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

For more information about The HON Company, please visit our website at [www.hon.com](http://www.hon.com).

Should you have further questions or need more information, please do not hesitate to reach out me or our local representative Nik Weigand at 657-307-5767.

Sincerely,

A handwritten signature in black ink, reading "Shani A. Hart".

Sales Operations Manager  
[SalesOpsTeam@honcompany.com](mailto:SalesOpsTeam@honcompany.com)



Early Learning KYPZ Furniture  
*For learning, for a lifetime.*

Jonti-Craft, Inc.  
171 State Highway 68  
PO Box 30  
Wabasso, MN 56293

June 13, 2023

RE: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom It May Concern:

As of June 1st 2023, Culver-Newlin is in good financial standing with Jonti-Craft and is authorized to sell and service our product. We do not foresee any changes in this business relationship

Please reach out to me with any questions regarding this authorization.

Sincerely,

Matt Hinkle  
National Sales Manager  
Jonti-Craft, Inc.

507-342-6010  
[mhinkle@jonti-craft.com](mailto:mhinkle@jonti-craft.com)





*love what you do*

June 19, 2023

RE: Letter of Authorization for Culver-Newlin in reference to: Furniture: Systems and Stand Alone Bid  
No. 23/24-0005

To Whom It May Concern:

Please be advised that as of June 1, 2023, Culver-Newlin is a dealer in good financial standing with our company, Jasper Seating Company, Inc (dba JSI/Jasper Group) and is authorized and approved as an authorized dealer to quote, sell, and service JSI product. We do not foresee any changes in this business relationship.

If you have any questions, or need anything further, please let me know. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Keithley".

Amanda Keithley  
Contract Administrator



**CORPORATE OFFICE**  
225 CLAY STREET  
JASPER, INDIANA 47546



800.457.4511 **TOLL FREE**  
812.482.3204 **OFFICE**  
812.482.1548 **FAX**



JSIFURNITURE.COM

Lesro Industries, Inc.  
1 Griffin Road South  
Bloomfield, Connecticut 06002  
Phone: 860.243.3226  
Fax: 860.243.5392  
www.lesro.com



Seating the Way You Want It

June 8, 2023

**RE: Letter of Authorization San Bernardino County Superintendent of Schools Bid No. 23/24-0005**

To Whom It May Concern:

This letter is to confirm that **Culver Newlin of Corona, CA** is an authorized dealer to market, sell, distribute, warrant, and supply all products and services offered by Lesro Industries, Inc. on the San Bernardino County Superintendent of Schools Bid No. 23/24-0005 furniture contract.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Dunton", is written over a horizontal line.

Mark Dunton

Technical Marketing Project Coordinator

[mark@lesro.com](mailto:mark@lesro.com)

860-243-3226 ext.7015 (phone) | 860-243-5392 (fax)





1770 East Keating Avenue  
Muskegon, MI 49442  
231.366.4791

Jay L. Krause, National Contracts Manager  
Tina M. Rader, Contracts Manager

June 13, 2023

San Bernardino City Unified School District  
777 North "F" Street  
San Bernardino, CA 92410

RE: Letter of Authorization / RFP - Contract #23/24-0005  
Culver-Newlin

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

Jay L. Krause



**Corporate HQ & Manufacturing**  
2885 Lorraine Ave. | Temple, TX 76501  
P: 800.749.2258 | F: 866.888.7483

**Showroom**  
4930 S. Congress Ave. #305 | Austin, TX 78745  
P: 800.749.2258

June 13, 2023

RE: Letter of Authorization – Culver Newlin  
San Bernadino County Schools - #23/24-0005 Furniture: Systems and Stand Alone

To Whom It May Concern,

Culver Newlin is an authorized reseller and installer, in good standing, on behalf of MooreCo, Inc. They are authorized to sell, market, distribute, warrant and service our products and we hereby extend our full warranty to Culver Newlin for all MooreCo, Inc. products they sell on the above referenced contract.

Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

*Kenneth Fagan*

Kenny Fagan  
Bid/Contract Manager  
kfagan@moorecoinc.com  
Direct #: 254.239.7810





June 13, 2023

RE: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom it May Concern:

Please be advised that as of June 1st, 2023, Culver-Newlin, a preferred distributor, is in good financial standing with National Public Seating and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

As a preferred distributor Culver-Newlin is recommended for industry leading service and project management.

If I can be of further assistance, please do not hesitate to contact me directly.

Respectfully,

*Leo Dreb*

National Public Seating  
800-261-4112 x 105

June 12, 2023

San Bernardino County SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

**Re: Bid #23/24-0005 for Furniture Systems and Standalone Furniture**

To Whom It May Concern:

This letter is to certify that Culver-Newlin is an Authorized Dealer in Good Standing with Palmer Hamilton, LLC.

Culver-Newlin is authorized to sell our products through Bid #23/24-0005 for Furniture Systems and Standalone Furniture.

If you desire additional information, don't hesitate to contact me at 262-274-4903 at any time or visit our website at <https://palmerhamilton.com>. Thank you for your interest in our product(s).

Sincerely,



Ty Maras  
Vice President of National Sales, PHDesign, PHabLAB, INVENTORCLOUD  
Palmer Hamilton, LLC  
TMaras@palmerhamilton.com





June 8, 2023

RE: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

This letter is to confirm that Culver-Newlin, Inc., 520 E. Rincon Street, Suite #102, Corona, CA 92879 is an authorized dealer for RightAngle™ Products by K & A Mfg., Inc. As our dealer, Culver-Newlin, Inc. is authorized to warrant bids, distribute, market and install our full line of products for San Bernardino County Superintendent of Schools Bid No. 23/24-0005.

Sincerely,

A handwritten signature in black ink that reads 'Beth Knighton'.



**Beth Knighton**

Vice President  
RightAngle™ Products

Email: [bethk@raproducts.com](mailto:bethk@raproducts.com)  
Phone: 800-298-4351 ext.115  
[raproducts.com](http://raproducts.com)

---



June 7, 2023

Re: Bid No. 23/24-0005

To Whom It May Concern:

This letter confirms Culver-Newlin is an authorized SAFCO dealer in good standing. As such, Culver-Newlin may market, sell, and install SAFCO products.

Please feel free to contact me with questions.

Sincerely,

Steve Fitzgerald  
Division Manager  
SAFCO Contract Furniture  
612-817-8685





CEF-Custom Educational Furnishings  
2696 NC Hwy.16S  
Taylorsville, NC 28681.

San Bernardino County Superintendent of Schools  
760 East Brier Drive  
San Bernardino, CA 92408  
Bid # 23/24 0005 Furniture: Systems & Stand Alone

June 14, 2023

Re: Letter of Authorization for Culver Newlin

To whom it may concern,

Please be advised that we hereby provide authorization to market, sell, distribute, warrant, or supply any product or service offered by CEF (Custom Educational Furnishings) through Culver Newlin.

Sincerely,

Tracy Jahnke  
Regional Sales Manager



To whom it may concern,

In reference to: FURNITURE: SYSTEMS AND STANDALONE BID NO. 23/24-0005

As of June 1<sup>st</sup> 2023, Culver-Newlin is in good financial standing with Superior Recreational Products and is authorized to sell and service our product. We do not foresee any changes in this business relationship. They focus entirely on K-12 clients and we have worked successfully with them on a previous piggyback contract that is similar in nature to this bid. They are authorized to sell Superior Recreational Products in California and they meet all of your bid requirements, including:

-having a local warehouse and a local showroom

-they employ their own installers and all Culver-Newlin employees are fingerprinted and background-checked through the DOJ

Sincerely,

Jarrold Collins  
CSR / Account Manager  
918-329-1014  
Jarrod.collins@siibrands.com

770.832.6660 o  
1.800.327.8774  
770.832.6687 f

1050 Columbia  
Drive  
Carrollton, GA  
30117  
buysit.com





A GLOBAL COMPANY

---

June 14, 2023

San Bernardino City Unified  
777 North F St.  
San Bernardino, CA 92410-3017

RE: Letter of Authorization for Culver Newlin for FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005

To Whom It May Concern:

As of June 1, 2023 Culver Newlin is in good financial standing and is an authorized dealer for SICO America, Inc. and, thereby authorized to market, sell, distribute, warrant and supply our products in the state of California. We do not foresee any changes in this business relationship.

Please feel free to contact me at 952.941.1700, should you have any questions.

Sincerely,

Heidi Niesen  
Vice President Sales and Marketing  
SICO America, Inc.



June 13, 2023

San Bernardino County Superintendent of Schools  
760 East Brier Drive  
San Bernardino CA 92408

RE: Manufacturer Letter of Authorization for Bid # 23/24-0005 Furniture – Systems and Stand Alone

To Whom It May Concern:

Culver-Newlin is an authorized dealer in good standing for Smith System Manufacturing and, thereby authorized to market, sell, distribute, and supply our entire product line for the above referenced solicitation/contract. This includes providing installation, service, warranty service work, and/or maintenance service work for said product.

Please feel free to contact me should you have any questions.

Sincerely,

Lorrie Gibbs  
Contract Manager  
[lorries@smithsystem.com](mailto:lorries@smithsystem.com)  
972-398-4067

**Smith System**





June 9, 2023

San Bernardino City Unified School District  
777 North "F" Street  
San Bernardino, CA 92410

RE: Letter of Authorization for Culver-Newlin  
Furniture: Systems and Stand Alone Bid No. 23/24-0005

To Whom It May Concern:

Culver-Newlin is an authorized dealer in good standing for Tenjam and, thereby authorized to market, sell, distribute, warrant and supply our products and services as required on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Collins". The signature is fluid and cursive, with the first name "Michael" and last name "Collins" clearly distinguishable.

Michael Collins

President

Direct: 678-777-0034

Email: [mikec@tenjam.com](mailto:mikec@tenjam.com)

7790 Hastings Road, Baxter, Minnesota 56425  
Made in the U.S.A. Tenjam.com 1-855-4-TENJAM



VS America, Inc.  
1940 Abbott Street  
Unit 501  
Charlotte, NC 28203

VS America, Inc., Charlotte, NC 28203

San Bernardino County Superintendent of Schools  
601 North E Street  
San Bernardino, California 92415

6/15/23

To Whom It May Concern:

In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005  
As of June 1st, 2023, Culver-Newlin is in good financial standing with VS America and  
is authorized to sell and service our product. We do not foresee any changes in this  
business relationship.

Best Regards,  
VS America, Inc.

A handwritten signature in black ink, appearing to read 'Mark Harvey', is written over the printed name.

Mark Harvey  
Chief Financial Officer





June 13, 2023

Ms. Devyn Goss, VP Sales & Marketing  
Culver-Newlin, Inc.  
520 E. Rincon Blvd, Ste 102  
Corona, CA 92879

**Reference:** San Bernardino County Superintendent of Schools Bid No. 23/24-0005 Furniture: Systems and Stand Alone

Dear Ms. Goss:

This letter confirms that as of June 1, 2023, Culver-Newlin, Inc. of Corona, CA is in excellent financial standing with Whitney Brothers® and is hereby authorized to sell and service our complete product portfolio to the San Bernardino County Superintendent of Schools Bid No. 23/24-0005 Furniture: Systems and Stand Alone.

Please know that because of its unique competency and proven customer-centric acumen, Culver-Newlin, Inc. carries the strongest recommendation from Whitney Brothers® for SBCSS to engage your organization on this contract in order to provide access to our brand's award-winning products at excellent prices.

After your review, I welcome your contact at any time if you have any questions or need additional information.

Our thanks again for Culver-Newlin's important business partnership ~



**Brian Vaillancourt**  
VP Sales & Marketing

603.352.2610 x112  
[brianv@whitneybros.com](mailto:brianv@whitneybros.com)  
93 Railroad St., Keene NH 03431  
[www.whitneybros.com](http://www.whitneybros.com)





**We Can.**  
DESIGN. BUILD. DELIVER.

June 14, 2023

San Bernardino Cty Superintendent of Schools

RE: Letter of Authorization for **Culver-Newlin**  
Bid 23/24-0005 – Furniture: Systems and Stand Alone

To whom It May Concern:

**Culver-Newlin**, is an authorized dealer in good standing for WB Manufacturing and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

Sarah Hanson  
Contract Administrator



# Workrite

ergonomics®

June 13, 2023

San Bernardino City USD

RE: Culver-Newlin Response to San Bernardino City USD FURNITURE: SYSTEMS AND STAND ALONE BID  
NO. 23/24-0005

To Whom It May Concern,

As of June 1<sup>st</sup> 2023, Culver-Newlin is in good financial standing with Workrite Ergonomics and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

Please feel free to contact me if there are any questions.

Regards,



Donna Bobalek  
National Government Contract Manager  
[dbobalek@workriteergo.com](mailto:dbobalek@workriteergo.com)  
571.565.5077

### CLERK'S CERTIFICATE

I, \_\_\_\_\_ 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 \_\_\_\_\_ (*Approval of the use of the San Bernardino County Superintendent of Schools Piggybackable BID #23/24-0005 – Furniture: System and Stand Alone with CN School & Office Solutions, Inc., July 1, 2023 and will expire June 30, 2024, NR100523A-07*). that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

---

Clerk of the Board of Trustees  
of the Etiwanda School District





# San Bernardino County Superintendent of Schools

Ted Alejandro  
County Superintendent

*Transforming lives through education*

June 27, 2023

Lakeshore Learning Materials, LLC  
ATTN: Kyle Ferguson-Owens  
2695 E Dominguez Street  
Carson, CA 90895

**NOTICE OF AWARD**  
**BID 23/24-0005**  
**FURNITURE: SYSTEM AND STAND ALONE**

Dear Kyle Ferguson-Owens,

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. **Lakeshore Learning Materials, LLC** is one of the successful bidders for BID#23/24-0005 Furniture: Systems and Stand Alone and is hereby awarded on July 1, 2023, and will expire on June 30, 2024 and may be extended for up to two (2) additional one-year renewal by mutual written consent of both parties.

A purchase order will be issued as needed for purchases throughout the term of the agreement.

Please sign below for acceptance of the term as well as complete and sign Attachment A. A fully executed contract will be returned to you for your records upon acceptance of both parties.

 7/3/23  
Signature Date

 06/28/2023  
Signature Date

Bid Analyst  
Title

Kevin Garcia, Program Manager  
Procurement & Warehouse Services

Kyle Ferguson-Owens  
Lakeshore Learning Materials, LLC

Attachment A

**Education Department of General Administration Regulation (EDGAR)  
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process. San Bernardino County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**BREACH OF CONTRACT BY EITHER PARTIES**

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES



Initials of Authorized Representative of Vendor

**TERMINATION FOR CAUSE OR FOR CONVENIENCE**

- (B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino County Superintendent of Schools believes, in its sole discretion that it is in the best interest of San Bernardino County Superintendent of Schools to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino County Superintendent of Schools as of the termination date if the contract is terminated for convenience of San Bernardino County Superintendent of Schools. Any award under this procurement process is not exclusive and San Bernardino County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino County Superintendent of Schools.

Does vendor agree? YES



Initials of Authorized Representative of Vendor



### RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

- (C) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES



Initials of Authorized Representative of Vendor

### CLEAN AIR ACT (42 U.S.C.7401-7671q.)

- (D) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended –** Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES



Initials of Authorized Representative of Vendor

### DEBARMENT AND SUSPENSION

- (E) **Debarment and Suspension (Executive Orders 12549 and 12689) –** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES



Initials of Authorized Representative of Vendor

#### BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

- (F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for 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.
- b. 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 Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES



Initials of Authorized Representative of Vendor

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after



grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES KJ Initials of Authorized Representative of Vendor

### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES KJ Initials of Authorized Representative of Vendor

### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES KJ Initials of Authorized Representative of Vendor

### CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES KJ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: Lakeshore Learning Materials, LLC

Address: 2695 E. Dominguez Street

City: Carson

State: California

Zip: 90895

Phone Number: (800) 421-5354

Fax #: (310) 537-7990

Email Address: biddept@lakeshorelearning.com

Printed Name of Authorized Representative: Kyle Ferguson-Owens, Bid Analyst

Signature of Authorized Representative: K. Ferguson-Owens

Date: June 28, 2023

**SECRETARY'S CERTIFICATE**

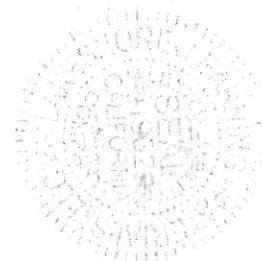
The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore LearningMaterials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 6, 2023; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that

Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Jennifer Doran, be, and she hereby is, appointed and designated as Director - Bid & Contracts, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Special Projects Manager, Phillip Robledo, be, and he hereby is, appointed and designated as Bid Manager, Mariel Briones, be, and she hereby is, appointed and designated as Bid Administration Manager, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, and Christopher Kingston, be, and he hereby is, appointed and designated as Bid Analyst, Lili Azouz, be, and she hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of June, 2023.

  
Bo Kaplan  
Secretary





**DAILY JOURNAL CORPORATION**  
**CALIFORNIA NEWSPAPER SERVICE BUREAU**

P.O. Box 54026 LOS ANGELES CALIFORNIA 90054-0026  
 PHONE: (213) 229-5300 FAX (213) 229-5481  
 FEDERAL TAX ID:95-4133299

**LEGAL ADVERTISING**  
**INVOICE**

Invoice Number B3705158	Date 6/6/2023
Customer Account Number 1124126731	
Customer Payment Reference PO230000	
Special Project	

**Ordered by:**  
 SAN BERNARDINO SUPERINTENDENT OF  
 S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
 760 EAST BRIER DRIVE  
 SAN BERNARDINO, CA 92408 USA

For payment processing, please forward to: Page 1 of 1

ACCOUNTS PAYABLE  
 S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
 760 E. BRIER DRIVE  
 SAN BERNARDINO, CA 92408 USA

**DUE UPON RECEIPT.**

Type	Order No	Description	Amount
Invoice	B3705158	BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE BID NOTICE INVITING BIDS 89900 SAN BERNARDINO COUNTY SUN 05/30,06/06/2023  \$ 3.66 ** 84 AgateLines * 2 Ins * 1 Cols	614.88  614.88

To pay online, go to [adtech.dailyjournal.com/payment](http://adtech.dailyjournal.com/payment)

**PLEASE PROCESS FOR PAYMENT IMMEDIATELY. DUE UPON RECEIPT.**

**Please make check payable to: Daily Journal Corporation**

**Total:** 614.88  
**Payment:** 0.00  
**Please Pay:** 614.88

To ensure proper credit please write your account number 1124126731 on your check. Also, please detach and return this portion of the invoice with your payment. For account support, please email: [anthony\\_gutierrez@dailyjournal.com](mailto:anthony_gutierrez@dailyjournal.com) or call: 2132295584.

Invoice Date  
6/6/2023

Invoice Number  
B3705158

Customer Number  
1124126731



Government Advertising - Division 1124

Amount Due 614.88

DAILY JOURNAL CORPORATION  
 CALIFORNIA NEWSPAPER SERVICE BUREAU  
 ATTN: ACCOUNTS RECEIVABLE  
 PO BOX 54026  
 LOS ANGELES, CA 90054-0026

ACCOUNTS PAYABLE  
 S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
 760 E. BRIER DRIVE  
 SAN BERNARDINO, CA 92408 USA

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408  
Telephone (909) 889-9666 / Fax (909) 884-2536

SAN BERNARDINO SUPERINTENDENT OF  
S.B. COUNTY SUPERINTENDENT OF SCHOOLS  
760 EAST BRIER DRIVE  
SAN BERNARDINO, CA - 92408

SB #: 3705158

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California )  
County of SAN BERNARDINO ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/30/2023, 06/06/2023

Executed on: 06/07/2023  
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

*Janet Bitt*

Signature



Email

\* A 0 0 0 0 0 6 3 3 0 0 6 6 \*

NOTICE CALLING FOR BIDS  
FURNITURE: SYSTEMS AND  
STAND ALONE BID NO. 23/24-0005  
BID DEADLINE: June 21, 2023 2:00  
P.M. PLACE OF OPENING: San  
Bernardino County  
SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist 760  
East Brier Drive San Bernardino,  
CA 92408 Notice is hereby given that  
the San Bernardino County  
Superintendent of Schools hereafter  
called SUPERINTENDENT, will  
receive sealed bids up to, but not  
later than, the time fixed above for  
procuring furniture: new or  
refurbished, systems, stand alone  
and classroom furniture as required  
by the SUPERINTENDENT. All  
bids shall be made on the bid form  
furnished by the  
SUPERINTENDENT. Each bid  
must conform and be responsive to  
all pertinent Bidding and Contract  
Documents. Bids shall remain open,  
valid and subject to acceptance  
anytime within ninety (90) days  
after the bid opening date and time  
unless otherwise stipulated. The  
successful VENDOR may be  
required to furnish a Performance  
Bond in the amount at a level to be  
determined by the  
SUPERINTENDENT. Sealed bids  
will be received by the Front Desk  
Receptionist, 760 East Brier Drive,  
San Bernardino, CA 92408, on or  
before the time and date stated  
above. Bids will remain sealed until  
the time and date stated. Bids must  
be sealed and clearly marked on the  
outside of the envelope in the lower  
left-hand corner "BID ENCLOSED -  
#23/24-0005 Furniture: Systems and  
Stand Alone" No VENDOR may  
withdraw his bid for a period of 90  
days after the date set for the  
opening thereof. To request a copy of  
the Bid document, please contact  
Procurement and Warehouse  
Services at (909) 386-9508 or visit  
<https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>  
ELECTRONIC SUBMISSION OF  
BIDS WILL NOT BE ACCEPTED.  
Advertisement #1: May 30, 2023  
Advertisement #2: June 6, 2023  
Questions Due: June 13, 2023 Bids  
Due: June 21, 2023 2:00 p.m.  
5/30, 6/6/23

SBS-3705158#



**NOTICE CALLING FOR BIDS**  
**FURNITURE: SYSTEMS AND STAND ALONE**  
**BID NO. 23/24-0005**

**BID DEADLINE:** Wednesday, June 21, 2023 2:00 P.M.

**PLACE OF OPENING:** San Bernardino County SUPERINTENDENT of Schools  
ATTN: Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the **SUPERINTENDENT**.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED - #23/24-0005 Furniture: Systems and Stand Alone**"

No **VENDOR** may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit <https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming>

**ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Respectfully,

Amber L Arias, Manager Procurement Services

Advertisement #1: May 30, 2023  
Advertisement #2: June 6, 2023  
Questions Due: June 13, 2023  
Bids Due: June 21, 2023 2:00 p.m.  
Bid Opening: June 21, 2023 2:15 p.m.



**FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR(s)** to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**. Please see Attachment A for FAQs.

**1. INSTRUCTIONS TO VENDORS**

**VENDORS** shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "**BID ENCLOSED #23/24-0005 Furniture: Systems and Stand Alone**".

**1.1 Delivery Address**

San Bernardino Superintendent of Schools  
Front Desk Receptionist  
760 East Brier Drive  
San Bernardino, CA 92408

**1.2 Bid Opening**

**VENDORS** must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at **2:00 p.m. on Wednesday, June 21, 2023**. Bids will be **opened and read at 2:15 p.m. via Zoom**. Please email [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) if you are interested in receiving an invitation and call in information for the virtual bid opening.

**1.3 Erasures**

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDORS** in making up their bids.

**1.4 Withdrawal of Bids**

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

**1.5 Bid Preparation Cost**

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

**1.6 Questions Regarding Bid**

Questions should be reduced to writing and e-mailed to Amber Arias, Procurement Services at [amber.arias@sbcss.net](mailto:amber.arias@sbcss.net) or (909) 386-9508.

**1.7 Bid Content – All bids submitted shall include:**

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter



## **2.0 INTERPRETATION OF DOCUMENTS**

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

## **3.0 AWARD**

**SUPERINTENDENT** reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

## **4.0 VENDORS INTERESTED IN MORE THAN ONE BID**

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

## **5.0 LENGTH OF CONTRACT**

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

## **6.0 PRICES**

**6.1** Prices shall remain firm for the entire term of the contract.

**6.2** Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.

**6.3** Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**.

## **7.0 TAXES**

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR's** quotation. Public school districts are exempt from Federal Excise Tax.

## **8.0 INVOICES AND PAYMENTS**

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

## **9.0 DELIVERY**

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT**. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,

invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County Superintendent of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

**10.0 BRAND NAMES**

This bid is a percentage off **VENDOR's** catalog pricing. **VENDOR** will provide a list of manufacturers and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

**11.0 SAMPLES**

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

**12.0 RESOURCE CONSERVATION**

**SUPERINTENDENT** is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR(s)**.

**13.0 QUANTITIES**

**SUPERINTENDENT** does not guarantee quantities.

**14.0 SAFETY REQUIREMENTS**

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDORS** receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

**15.0 HOLD HARMLESS**

**VENDOR** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

**16.0 DEFAULT BY VENDOR**

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.



**17.0 ASSIGNMENT**

**VENDOR** shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

**18.0 NOTICE OF TERMINATION**

**SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

**19.0 CLAIMS/DISPUTES**

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

**20.0 OTHER AGENCIES: PIGGYBACK CLAUSE**

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

**21.0 SEVERABILITY**

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

**22.0 GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

**23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**24.0 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

**25.0 ENTIRE AGREEMENT**

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

**26.0 EFFECT OF WAIVER**

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.

**27.0 COVENANT AGAINST GRATUITIES**

**VENDOR** warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **VENDOR** or any agent or representative of the **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items which **VENDOR** agreed to supply shall be borne and paid for by the **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**28.0 PROTEST**

**VENDORS** may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

**SUPERINTENDENT** will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

**29.0 NON-COLLUSION**

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

**30.0 PERFORMANCE BOND**

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

**31.0 FINGERPRINTING REQUIREMENTS**

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

**32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**VENDOR** shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.



**33.0 WARRANTY/QUALITY**

**VENDOR** shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

**34.0 PREVAILING WAGES**

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

**35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR**

**VENDORS** must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the **VENDOR** named in the bidding documents. If **VENDOR** is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The **SUPERINTENDENT** reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

**36.0 UNFORESEEN CONDITIONS STORAGE**

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDORS** bonded, insured warehouse facility no longer than 60 days.

**37.0 REFUSE/DUNNAGE REMOVAL**

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.

### SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

Addendum No. ____	Date Received ____	Addendum No. ____	Date Received ____
Addendum No. ____	Date Received ____	Addendum No. ____	Date Received ____

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\_\_\_\_\_ \* labor and installation fees

\_\_\_\_\_ \* Stair carry fees

\_\_\_\_\_ \* shipping costs (if over 100 miles from  
distribution \_\_\_\_\_ warehouse)

YES \_\_\_\_\_ NO \_\_\_\_\_ \* Unforeseen Conditions storage per 36.0

**\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.

#### COMPANY INFORMATION

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Please type or print)

Company Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_



**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (date)  
(city) (state)

X \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**  
*(To Be Submitted with Bid)*

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

VENDOR

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature, Vendor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to \_\_\_\_\_ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

FURNITURE: SYSTEMS AND STAND ALONE  
BID NO. 23/24-0005

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at \_\_\_\_\_, are held and firmly bound unto the SUPERINTENDENT, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal) PRINCIPAL \_\_\_\_\_  
BY \_\_\_\_\_  
TYPED/PRINTED NAME \_\_\_\_\_

(Corporate Seal) TITLE \_\_\_\_\_  
SURETY \_\_\_\_\_  
BY \_\_\_\_\_

(Attach Attorney-in Fact Certificate)

TYPED/PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_



**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
(Name of Contractor)

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

## Attachment A

### Frequently Asked Questions (FAQ)

- Q1.** Section 6.3 states that the "Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent." There is also a line for "Labor and Installation fees" on the Signature Page/Bid Form. Can you please clarify the purpose of the "Labor and Installation fees"?

- A.** **SUPERINTENDENT** may opt to purchase additional items from **VENDOR** that are not included in the awarded group of manufacturer's products.

Also, Section 6.3 states "Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded **VENDOR** shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the **SUPERINTENDENT**. Any additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the **SUPERINTENDENT**."

Please notate on the bid form if there are any conditions where **VENDOR** may charge "Labor and Installation Fees", and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc.).

- Q2.** Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.

- Does this mean prevailing wage labor is considered separate from the "labor and installation fees" line on the Bid Signature Page?
- Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?

- A.** The "labor and installation fees" line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

**SUPERINTENDENT** may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the **VENDOR** for prevailing wage labor, as described in Section **34.0 PREVAILING WAGES**. It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

- Q3.** Will a Vendor's answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?

- A.** No

- Q4.** Please confirm if this is only a catalog bid or a catalog and line item bid.

- A.** This is only a catalog bid, with costs based on a percentage off current catalog pricing.

- Q5.** Is a Manufacture able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.

- A.** This bid is for authorized **VENDORS** to provide pricing based on a percentage of the manufacturer's list or catalog price. We would ask your resellers to provide a response to Bid 23/24-0005.





**FURNITURE: SYSTEMS AND STAND ALONE  
BID# 23/24-0005**

**ADDENDUM #1  
June 14, 2023**

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) has received the following questions regarding Furniture: Systems and Stand Alone bid. The questions and answers are as follows:

**Question 1.** Per Section 6.3; is all product drop shipping direct to SBCSS warehouse? Or should it be shipped to the dealer warehouse and then delivered and installed at SBCSS?

**Answer:** Product should be delivered to dealer warehouse and then delivered and installed at SBCSS sites unless otherwise noted when purchased.

**Question 2.** Are we able to charge Technical Specification fees? This would apply when field measurements, space planning, renderings and finish selections are involved.

**Answer:** These types of Technical Specification fees/charges would not be included as part of this bid and would be at the discretion of the vendor. Additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of the purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT.

**Question 3.** Per the Performance Bond form, the form is requesting a dollar amount to be listed; however, our bid proposal is a percentage discount rather than a lump sum. What is required to be listed in dollar amount on this form?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished in the bid documents is for your future reference.

**Question 4.** Is fingerprinting required in order to bid?

**Answer:** Fingerprinting is not required at the time of bid. Fingerprinting will be required once awarded and if the vendor or its employees may come into contact with students at any site while delivering and installing product.

**Question 5.** Do we need to publish? Where? San Bernardino Sun? For how long? What does the Proof of publication have to include (see first page of the bid form)?

**Answer:** There is no need to for the vendor to publish anything in relation to this Bid or award of contract. The dates listing on the bottom of the Notice Calling for Bids is to notify potential bidders the SUPERINTENDENT's schedule for the bidding process.

**Question 6.** Are there any meetings we need to attend?

**Answer.** There are no meetings required in order to submit a bid.

**Question 7.** Is the application filled out in Blue or Black ink?

**Answer:** The bid forms can be submitted using blue or black ink but forms must contain original signatures.

**Question 8.** Is the attached bond the Performance bond that you need?

**Answer:** Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 9.** Is a Performance Bond necessary for Bid No. 23/24-0005?

**Answer:** A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

**Question 10.** Per page 4, paragraph 6.1: "Prices shall remain firm for the entire term of the contract." Since this bid is a percentage discount off of manufacturers' current catalog/price list pricing, will SBCSS accept updated manufacturer price lists during the 1<sup>st</sup> year of the contract and throughout the 2 renewal terms, if the percentage discounts remain firm?

**Answer:** Yes, since this is a bid is a percentage discount off the manufacturers' current catalog, updated manufacturer price lists are accepted as long as the percentage discount remains in effect.

**Question 11.** As a Furniture Manufacturer we work through multiple dealers. Can multiple dealers represent the manufacturer on this bid? Or will only one vendor be awarded a manufacturers line?

**Answer:** Yes, multiple dealers can represent the manufacturer on this bid.

**Question 12.** Is it necessary to bid in order for SBCSS to do business with a vendor?

**Answer:** Although submitting a bid to SBCSS is not required for the SUPERINTENDENT to do business with a particular vendor, purchases made through a vendor that is not awarded the bid, would be limited to the annual bid limit, and purchases cannot exceed the bid limit amount in a fiscal year (July 1 – June 30). The bid limit is set in Public Contract Code (PPC) Section 20111(a) and adjusted annually by the State Superintendent of Public Instruction. As of January 1, 2023, the current bid limit is \$109,300.00.



**SIGNATURE PAGE/BID FORM**

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

**ADDENDA:** The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (VENDOR to list all addenda).

Addendum No. <u>1</u>	Date Received <u>6/14/2023</u>	Addendum No. <u>N/A</u>	Date Received <u>N/A</u>
Addendum No. <u>N/A</u>	Date Received <u>N/A</u>	Addendum No. <u>N/A</u>	Date Received <u>N/A</u>

**BID AMOUNT:** Please provide percentage discount and name of manufacturer below.

5 % off Lakeshore Learning Materials manufacturer's list price  
\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price  
\_\_\_\_ % off \_\_\_\_\_ manufacturer's list price

\*Complimentary White-Glove Delivery & Installation service on orders \$20,000 or more that ship to a single location in the contiguous U.S. \* labor and installation fees

N/A \* Stair carry fees

\*Free shipping on orders to one location within the contiguous U.S. \* shipping costs (if over 100 miles from

distribution

warehouse)

YES ☒ NO \_\_\_\_\_ \* Unforeseen Conditions storage per 36.0

**\* Required information – even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk**

**IF VENDOR CARRIES MORE LINES, PLEASE INDICATE MANUFACTURER NAME AND PERCENTAGE OFF THEIR PRODUCT AND ATTACH TO BID FORM.**

**COMPANY INFORMATION**

Company Name: Lakeshore Learning Materials, LLC

Authorized Representative: Kyle Ferguson-Owens, Bid Analyst  
(Please type or print)

Company Address: 2695 E. Dominguez Street, Carson, CA 90895

Telephone Number: (800)421-5354

Fax Number (310)537-7990

E-mail Address: biddept@lakeshorelearning.com

Authorized Representative's Signature: K. Ferguson-Owens

## DRUG-FREE WORKPLACE CERTIFICATION

Lakeshore Learning Materials intends to help provide a safe and drug-free work environment for our employees and customers. With this goal in mind, we have established the following drug-free workplace policy.

Lakeshore explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Lakeshore or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Lakeshore or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Lakeshore's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Lakeshore or its customers, or while on company business.  
"Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

All employees are made aware of our Drug-Free Workplace policy. Any employee found to be in violation of the policy will be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

K. Ferguson-Owens  
Kyle Ferguson-Owens  
Bid Analyst

June 14, 2023  
Date



**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**  
**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

Lakeshore Learning Materials, LLC certifies that it has performed one of the following:  
(Name of Contractor)

- ☒ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated TBD, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.

Date June 13, 2023

Lakeshore Learning Materials, LLC

Name of Contractor

K. Ferguson-Xuena

Signature

Kyle Ferguson-Owens  
Bid Analyst

**CERTIFICATE REGARDING DRUG-FREE WORKPLACE**  
(To Be Submitted with Bid)

This Drug-Free Workplace Certification form is required from all successful **VENDORS** pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

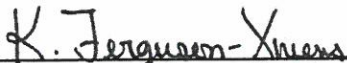
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agrees to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

June 13, 2023

Date:



Signature, Vendor

Kyle Ferguson-Xhena, Bid Analyst  
June 13, 2023  
Lafayette Learning Materials, LLC



**WORKERS' COMPENSATION CERTIFICATION**  
(To Be Submitted with Bid)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: June 13, 2023

VENDOR

By: Kyle Ferguson-Owens, Bid Analyst

K. Ferguson-Owens  
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**NON-COLLUSION DECLARATION**  
(To Be Submitted with Bid)

The undersigned declares:

I am the Bid Analyst of Lakeshore Learning Materials, LLC, the party making the foregoing bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The Bid is genuine and not collusive or sham. The **VENDOR** has not directly or indirectly induced or solicited any other **VENDOR** to put in a false or sham bid. The **VENDOR** has not directly or indirectly colluded, conspired, connived or agreed with any **VENDOR** or anyone else to put in a sham bid, or to refrain from bidding. The **VENDOR** has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the **VENDOR** or any other **VENDOR**, or to fix any overhead, profit or cost element of the bid price, or of that of any other **VENDOR**. All statements contained in the bid are true. The **VENDOR** has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a **VENDOR** that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the **VENDOR**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

06/13/2023, at Carson, California (date)  
(city) (state)

x K. Ferguson-Owens  
Kyle Ferguson-Owens, Bid Analyst  
Lakeshore Learning Materials, LLC



June 14, 2023

San Bernardino County Superintendent of Schools  
760 East Brier Drive  
San Bernardino, CA 92408

**RE: Dealer/Manufacturer Authorization for Furniture: Systems and Stand Alone (Bid #23/24-0005)**

Dear Amber L. Arias and San Bernardino County Superintendent of Schools Staff,

Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. For this proposal, we are happy to offer our complete furniture lines for **Bid #23/24-0005**. Please visit our website, [www.LakeshoreLearning.com](http://www.LakeshoreLearning.com), to view all of our available products.

Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore:


**AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT  
LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB**

Please see the attached store list for authorized Lakeshore retail stores.

We certify that we are the manufacturer of, and are authorized to sell and install all Lakeshore Learning Materials products and furniture lines.

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,




Kyle Ferguson-Owens  
Bid Analyst  
Lakeshore Learning Materials

## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: 230031552-00001
2. I am engaged in the business of selling the following type of tangible personal property:  
Primary & Secondary Learning Materials
3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have  
listed in paragraph 5 below. [Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:  
Various primary & secondary learning materials
6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER <u>Lakeshore Learning Materials, LLC</u>	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF PERSON SIGNING <u>Kristiana Pitzonka</u>	TITLE <u>Tax Compliance</u>
ADDRESS OF PURCHASER <u>2695 E Dominguez Street, Carson, CA 90895</u>	
TELEPHONE NUMBER <u>( 310 ) 537-8600 EXT 2832</u>	DATE <u>3/24/2022</u>



DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

April 1, 2022

ACCOUNT NUMBER

230031552 - 00001

LAKESHORE LEARNING MATERIALS LLC  
2695 DOMINGUEZ ST  
CARSON CA 90895-0001



Office of Control:  
Cerritos Office

**NOTICE TO PERMITTEE:**  
*You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (CRS:711).  
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-R REV. 18 (5-18)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov)
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (CRS:711)

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

California Department of Tax and Fee Administration

Business Tax and Fee Division

# Lakeshore®

## Warranty Information

Lakeshore offers a lifetime warranty on premium-quality classroom furniture.



**Premium-Quality Classroom Furniture**

**Lifetime Warranty**

**Premium-Quality Classroom Tables & Desks**

**Lifetime Warranty**

**Premium-Quality Classroom Chairs**

**Lifetime Warranty**

**Premium-Quality Classroom Cots**

**Lifetime Warranty**

**Classroom Carpets**

**10 Years**

**Write & Wipe Mobile Tables & Desks**

**5 Years**

**Outdoor Furniture**

**5 Years**

**Trikes**

**5 Years**

**Cribs**

**5 Years**

**All other items in catalog  
(unless otherwise noted)**

**1 Year**

## Guarantee

We unconditionally guarantee every item we offer. If you are unhappy with any item for any reason, simply return it to us for a full refund or exchange. Your satisfaction is our top priority! If you ever have questions or concerns, contact Customer Service at (800) 428-4414 or e-mail [lakeshore@lakeshorelearning.com](mailto:lakeshore@lakeshorelearning.com).



### CLERK'S CERTIFICATE

I, \_\_\_\_\_ 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 \_\_\_\_\_ (*Approval of the use of the San Bernardino County Superintendent of Schools Piggybackable BID #23/24-0005 – Furniture: System and Stand Alone with Lakeshore Learning Materials, LLC., July 1, 2023 and will expire June 30, 2024, NR100523A-08*). that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District



## School/District Membership Application

School/District Information	
<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Change of Signers <input type="checkbox"/> Update Info
Account Number: <b>185510</b>	
School/District Name	West Heritage Elementary School / Etiwanda School District
Street Address	13690 W Constitution Way
City ST ZIP Code	Fontana, CA 92336
Office Phone	(909) 899-1199
Fax	(909) 899-2297
Web Site Address	
Type of School/District Account Establishing	
<input checked="" type="checkbox"/> School/District Share Savings <input type="checkbox"/> School/District Money Market <input type="checkbox"/> School/District Certificate <input type="checkbox"/> Agreed Upon Discount Rate	
<input checked="" type="checkbox"/> School/District Checking <input type="checkbox"/> School/District Checking Plus <input type="checkbox"/> School/District Checking Premium	
Type of Product(s) Services Establishing	
<input type="checkbox"/> Overdraft Protection <input type="checkbox"/> School/District LOC <input type="checkbox"/> Tax Deposit <input checked="" type="checkbox"/> Online Banking <input type="checkbox"/> Merchant Processing	
<input type="checkbox"/> Corporate Visa <input type="checkbox"/> Visa Debit Card	
<input type="checkbox"/> * Yes-Opt In ATM/Debit Card Courtesy Pay Overdraft Coverage <input checked="" type="checkbox"/> * No-Opt Out ATM/Debit Card Courtesy Pay Overdraft Coverage	
Authorized Signers	
<input type="checkbox"/> One Signature Required <input checked="" type="checkbox"/> Two Signatures Required <input type="checkbox"/> Minutes Attached	
Authorized signers: The signature of any person listed below is authorized to transact business on this account.	
<b>Signer # 1</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer Existing signer	Name: <b>Catherine Vittorio</b> Title: <b>Admin - School Principal</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>Catherine Vittorio</i> Date: <u>9/18/2023</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 2</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: <b>RaShawn Voglezon</b> Title: <b>Assistant Principal</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>RaShawn Voglezon</i> Date: <u>9/14/23</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 3</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer Existing signer	Name: <b>Barbara Patterson</b> Title: <b>Student Success Coach / Teacher</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>Barbara Patterson</i> Date: <u>9/18/2023</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>



<b>Signer # 4</b> <input type="checkbox"/> Add Signer <input checked="" type="checkbox"/> Delete Signer	Name: <b>Sylvia Gonzales</b>		Title: <b>Admin-Asst Principal</b>	
	Address:			
	Date of Birth:		Phone Number:	
	Social Security Number:		Identification Number:	
	Signature: <i>not available for signature</i>		Chex: <input type="checkbox"/>	OFAC: <input type="checkbox"/>
<b>Signer # 5</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name:		Title:	
	Address:			
	Date of Birth:		Phone Number:	
	Social Security Number:		Identification Number:	
	Signature:		Date:	Chex: <input type="checkbox"/>

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 9/18/2023

Signature *Catherine Villa* Date 9/18/2023

Signature *Bubba Felt* Date 9/18/23

**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

*D M Claflin*  
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**

Signature

Date

*Catherine J. Vito*  
*Salman Fath*

*9/18/23*  
*9/18/23*

**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





## School/District Membership Application

### School/District Information

☐ New Account    ☐ Change of Signers    ☒ Update Info    Account Number: **392938**  
 School/District Name: **Falcon Ridge Elementary / Etowanda School District**  
 Street Address: **5470 Lytle Creek Rd**  
 City ST ZIP Code: **Fontana, CA 92336**  
 Office Phone: **909-463-6111**  
 Fax: **909-463-0229**  
 Web Site Address: **etiowanda.org/fr**

### 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**    Name: **Kelly Wilbert**    Title: **Principal**  
 ✕ Add Signer    Address:  
 Delete Signer    Date of Birth:    Phone Number:  
 Social Security Number:    Identification Number:  
 Signature: *Kelly Wilbert*    Date: **9/18/23**    Chex: ☐    OFAC: ☐  
**Signer # 2**    Name: **Lisa Richter**    Title: **Principal**  
 Add Signer    Address:  
 ✕ Delete Signer    Date of Birth:    Phone Number:  
 Social Security Number:    Identification Number:  
 Signature: *Lisa Richter*    Date: **9/18/23**    Chex: ☐    OFAC: ☐  
 Name: **Twyla Bowman**    Title: **Assistant Principal**  
**Signer # 3**    Address:  
 Add Signer    Date of Birth:    Phone Number:  
 Delete Signer    Social Security Number:    Identification Number:  
 existing    Signature: *Twyla Bowman*    Date: **9-20-23**    Chex: ☐    OFAC: ☐

Signer # 4

Name: Heather Perla

Title: Health Service Technician

Add Signer

Address

Delete Signer

Date of Birth:

Phone Number:

Social Security Number:

Identification Number:

existing

Signature

Heather Perla

Date

09/19/20

Chex:

☐

OFAC:

☐

Name

Title:

Signer # 5

Address:

Add Signer

Date of Birth:

Phone Number:

Delete Signer

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

Signature

Li-Rod

Date

9/18/23

Signature

Kurt

Date

9/18/23

#### Future Credit Opportunities and Acknowledgement of Receipt of Truth-In-Savings 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

Asst. Supt.

Print Name

Title

Authorized Signature

*[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**

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, \_\_\_\_\_, 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 \_\_\_\_\_ (*Approval of Chaffey Federal Credit Union School/District Membership Applications to make any additions or deletions of signers on the student fund accounts for West Heritage, and Falcon Ridge Elementary Schools.*) that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

---

Clerk of the Board of Trustees  
of the Etiwanda School District



## School/District Membership Application

### School/District Information

<input type="checkbox"/> New Account	<input type="checkbox"/> Change of Signers	<input checked="" type="checkbox"/> Update Info	Account Number: <b>185570</b>
School/District Name		Terra Vista Elementary School/Etiwanda School District	
Street Address		7497 Mountain View Drive	
City ST ZIP Code		Rancho Cucamonga, CA 91730	
Office Phone		909-945-5715	
Fax		909-9453373	
Web Site Address		tv.etiwanda.org	

### 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.

<b>Signer # 1</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: <b>Kimberly Pollock</b>	Title: <b>Principal</b>
	Address: (	
	Date of Birth:	Phone Number:
	Social Security Number: (	Identification Number:
	Signature: <i>[Handwritten Signature]</i>	Date: <b>8/11/23</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 2</b> <input type="checkbox"/> Add Signer <input checked="" type="checkbox"/> Delete Signer	Name: <b>Jennifer Veneracion</b>	Title: <b>Assistant Principal</b>
	Address:	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature: <i>not available</i>	Date: _____ Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 3</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: <b>Monica Apodaca</b>	Title: <b>Assistant Principal</b>
	Address:	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature: <i>[Handwritten Signature]</i>	Date: <b>8/11/23</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>



Signer # 4

Add Signer

Delete Signer

Name: Tanisha Styles

Title: Academic Advisor

Address:

Date of Birth:

Phone Number:

Social Security Number:

Identification Number:

Signature: *not available*Date: \_\_\_\_\_ Chex: ☐OFAC: ☐

Name: Chinh Nguyen

Title: Student Success Coach

Address:

Date of Birth:

Phone Number:

Social Security Number:

Identification Number:

Signature: *Chinh Nguyen*Date: 8/11/23 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 \_\_\_\_\_

Signature: *DeLoach*Date: 8/14/2023Signature: *Wm. Foster*Date: 8/14/2023

### Future Credit Opportunities and Acknowledgement of Receipt of Truth-In-Savings 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

Asst. Supt.

Print Name

Title

Authorized Signature

School/District Type

☐ School Account ☐ Unincorporated Organization ☐ Public Funds Account



Signer # 10

Add Signer

Delete Signer

Name: Jane Englehardt

Title: Educator

Address:

Date of Birth:

Phone Number:

Social Security Number:

Identification Number:

Signature: not available

Date: 08/14/2023

Chex: ☐OFAC: ☐

Name:

Title:

Signer #

Add Signer

Delete Signer

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

Signature

Date

8/14/2023

Signature

Date

8/14/2023

### Future Credit Opportunities and Acknowledgement of Receipt of Truth-In-Savings Disclosure

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Douglas M. Claflin

Asst. Supt.

Print Name

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

Signature

Date

8/14/2023

**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, \_\_\_\_\_, 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 \_\_\_\_\_ (*Approval of Chaffey Federal Credit Union School/District Membership Applications to make any additions or deletions of signers on the student fund accounts for West Heritage, Falcon Ridge and Terra Vista Elementary Schools.*) that was duly passed, approved and adopted at a regular meeting place thereof on the 5th day of October 2023, 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 5, 2023

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Clerk of the Board of Trustees  
of the Etiwanda School District

# Accounting & Budget Records

Form No. (If Any)	Class	Record Title	Required			**If Imaged**	
			Hard Copy Retention	Recommended Retention	Reason For Recommended Period	Hard Copy Retention	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			**If Imaged**	
			Hard Copy Retention	Recommended Retention	Reason For Recommended Period	Hard Copy Retention	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 Financial Report Budget 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			**If Imaged**	
			Hard Copy Retention	Recommended Retention	Reason For Recommended Period	Hard Copy Retention	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			**If Imaged**	
			Hard Copy Retention	Recommended Retention	Reason For Recommended Period	Hard Copy Retention	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

## **5145.6 Parent Notifications**

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Board Approved Revisions:

October 5, 2023

October 22, 2020

May 10, 2018

October 3, 2016

Effective Date: October 7, 2004



## 5145.6 Parent Notifications

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. ~~The Superintendent or designee shall send parents/guardians and students~~ all notifications required by law and any other notifications ~~he/she~~ the Superintendent or designee believes will promote parental understanding and involvement.

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Board Approved Revisions:

October 5, 2023

October 22, 2020

May 10, 2018

October 3, 2016

Effective Date: October 7, 2004



JUNE 26, 2008

**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



## 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.



## ETIWANDA SCHOOL DISTRICT

### 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

10.5.2023

4.12.2018

JUNE 26, 2008

**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



## 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:

~~Two~~ 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.

~~Possession of an appropriate Administrative Services Credential, or willing to obtain Administrative Services Credential.~~

#### LICENSE REQUIREMENT

Possession of a valid Motor Vehicle Operator's License.

##### Condition of employment:

Insurability by the agency's liability insurance carrier.



## ETIWANDA SCHOOL DISTRICT

### 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*

*10.5.2023*

*4.12.2018*

**ADDENDUM A**  
**Client Assignment Confirmation**



This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy ("ProCare"). Client will pay ProCare for hours worked by Consultant on the following terms:

**Assignment Details**

ProCare Consultant: Mokiko Hollinquest PID: \*

School District Name (Client): Etiwanda Elementary

Start Date: 09/22/2023 End Date: 12/29/2023

*Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.*

Position: Paraprofessional

Bill Rate: \$63.00 Minimum Hours: 30-32.5

Overtime Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Friday

Miscellaneous: Start and End Date Subject to Change

Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.

If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Option of virtual services will be offered by ProCare in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

Account Representative Information: Zachary Schiffer  
Zachary.Schiffer@ProCaretherapy.com  
904-337-2004

By: 95417 - Etiwanda Elementary  
Print Name: Doug Claflin  
Title: Assistant Superintendent of Business Services  
Date: 9/27/23



**ADDENDUM A**  
**Client Assignment Confirmation**



By: 95417 - Etiwanda Elementary  
Print Name: \_\_\_\_  
Title: \_\_\_\_  
Date: \_\_\_\_

**DOUGLAS M. CLAFLIN**  
**ASSISTANT SUPERINTENDENT**  
**OF BUSINESS SERVICES**

*\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

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