



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

August 23, 2018

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

BOARD WORKSHOPS

1. ELEMENTARY READING AND MIDDLE SCHOOL ENGLISH LANGUAGE ARTS (ELA) IN THE FOUNTAIN VALLEY SCHOOL DISTRICT

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin and Teachers on Special Assignment, Stephanie Rigdon, Amanda Kitahara and Page Hertzberg, will update the Board of Trustees on elementary reading and middle school English Language Arts (ELA) in the Fountain Valley School District including past and current professional development for teachers. Additionally, the Board of Trustees will be provided with an overview of Revision Assistant, an online writing tool successfully piloted by nine middle school teachers during the 2017/18 school year, with a potential full middle school implementation for the 2018/19 school year.

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Labor Negotiator: *Government Code 54957.6*
Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins
Unrepresented employee: Superintendent
- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

2. INTRODUCTION OF MOLLY KUYKENDALL, ASSISTANT PRINCIPAL AT TALBERT MIDDLE SCHOOL

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Ms. Molly Kuykendall. Ms. Kuykendall has joined Talbert Middle School as Assistant Principal.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

***** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.**

LEGISLATIVE SESSION

3. ADOPTION OF DISTRICT PRIORITIES

M ___
2nd ___
V ___

Each year, the Board of Trustees discusses and revises, as needed, the District Priorities, setting the vision for the Fountain Valley School District.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopt the District Priorities 2018-19, including the revisions to Priorities 5.1 and 5.3.

4. BOARD POLICY 0410 NONDISCRIMINATION IN PROGRAMS AND ACTIVITIES (FIRST READING)

M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 0410 Nondiscrimination in Programs and Activities for first reading, with necessary changes as indicated by the Board.

5. BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES (FIRST READING)

M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 1312.3 Uniform Complaint Procedures for first reading, with necessary changes as indicated by the Board.

6. BOARD POLICY 3514 ENVIRONMENTAL SAFETY (FIRST READING)

M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 3514 Environmental Safety for first reading, with necessary changes as indicated by the Board.

7. BOARD POLICY 3514.1 HAZARDOUS SUBSTANCES (FIRST READING)

M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 3514.1 Hazardous Substances for first reading, with necessary changes as indicated by the Board.

8. BOARD POLICY 5111 ADMISSION (FIRST READING)

M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 5111 Admission for first reading, with necessary changes as indicated by the Board.

- 9. **BOARD POLICY 5145.3 NONDISCRIMINTAION/HARASSMENT (FIRST READING)** M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 5145.3 Nondiscrimintaion/Harassment for first reading, with necessary changes as indicated by the Board.

- 10. **BOARD POLICY 5125 STUDENT RECORDS (FIRST READING)** M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 5125 Student Records for first reading, with necessary changes as indicated by the Board.

- 11. **BOARD POLICY 5131.2 BULLYING (FIRST READING)** M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves revisions to BP 5131.2 Bullying for first reading, with necessary changes as indicated by the Board.

- 12. **APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR SUPERINTENDENT** M ___
2nd ___
V ___

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Superintendent with Mark Johnson.

- 13. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M ___
2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 13-A. Board Meeting Minutes from July 12th regular meeting
- 13-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-C. Donations
- 13-D. Warrants
- 13-E. Purchase Order Listing

13-F. Budget Adjustments

Consent Items

13-G. INDEPENDENT CONTRACT FOR BEHAVIOR SOLUTIONS

Superintendent's Comments: It is recommended that the Board of Trustees approve the contract between Fountain Valley School District and Behavior Solutions for the 2018-2019 school year.

13-H. AUTHORIZE THE USE OF WHITTIER UNION HIGH SCHOOL DISTRICT (#1617-105 MILK AND DAIRY PRODUCTS) BID

Superintendent's Comments: It is recommended that the Board of Trustees authorizes the Superintendent, or his designee, to approve the use of the 2018-2019 rollover of the Whittier Union High School District (#1617-105 Milk and Dairy Products) bid.

13-I. AUTHORIZE THE USE OF GARDEN GROVE UNIFIED SCHOOL DISTRICT'S FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS AND SERVICES – RFP NO. 1711

Superintendent's Comments: It is recommended that the Board of Trustees authorizes the Superintendent, or his designee, to approve the use of the 2018-2019 Garden Grove Unified School District Frozen, Refrigerated, Processed Commodity, Dry Goods and Services – RFP No. 1711.

13-J. MANDATE BLOCK GRANT

Superintendent's Comments: It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2018-19 fiscal year and authorize the Superintendent or his designee to sign all documents.

11-K. EXTEND THE AGREEMENT WITH CORINNE LOSKOT CONSULTING INC., IN ORDER TO ASSIST WITH OBTAINING STATE SCHOOL FACILITIES FUNDING

Superintendent's Comments: It is recommended that the Board of Trustees approves the Amendment to the extended the Agreement with Corinne Loskot Consulting, Inc. in order to assist the District in obtaining State School Facilities Funds.

11-L. LANGUAGE NETWORK

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Language Network for the 2018-2019 school year.

11-M. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-A

Superintendent's Comments: It is recommended that the Board of Trustees approves settlement agreement 2019-A.

11-N. RESOLUTION AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND OFFICE FOR CIVIL RIGHTS (OCR) CASE NO. 09-18-1053

Superintendent's Comments: It is recommended that the Board of Trustees approves the Resolution Agreement between Fountain Valley School District and Office for Civil Rights (OCR) regarding Case No. 09-18-1053.

11-O. AGREEMENT WITH TLC AUCTIONS FOR DISPOSAL OF DISTRICT SURPLUS PROPERTY

Superintendent's Comments: It is recommended that the Board of Trustees approves the annual agreement with TLC Auctions and authorizes the Superintendent or designee to sign all related documents.

11-P. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO THE DISTRICT'S THREE MIDDLE SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the Revision Assistant for all 6-8 ELA teachers with a 2-year agreement for the 2018-2020 school years to align with the Feedback Studio contract between Fountain Valley School District and Turnitin, LLC.

11-Q. APPROVAL OF VAVRINEK, TRINE, DAY & CO., LLP CONTRACT FOR AUDIT SERVICES FOR MEASURE O GENERAL OBLIGATION BOND PROCEEDS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Vavrinek, Trine, Day & Co.,LLP (VTD) and authorizes the Superintendent or designee to sign all required documents.

11-R. CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES WITH ELENA MACDONALD

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for professional development services with Elena MacDonald for the 2018/2019 school year.

11-S. APPROVAL OF FOUNTAIN VALLEY SCHOOL DISTRICT COMMUNITY ADVISORY COMMITTEE (CAC) PARENT REPRESENTATIVES

Superintendent's Comments: It is recommended that the Board of Trustees approves Jennifer Weimer as the Fountain Valley School District's representative

and voting member for the WOCCE CAC Board, as well as votes for Stephanie Jensen as an alternate in her absence.

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, September 6, 2018 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District’s web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent’s Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent’s Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Elementary Reading and Middle School English Language Arts (ELA) in the Fountain Valley School District**
DATE: August 23, 2018

Background:

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin and Teachers on Special Assignment, Stephanie Rigdon, Amanda Kitahara and Page Hertzberg, will update the Board of Trustees on elementary reading and middle school English Language Arts (ELA) in the Fountain Valley School District, including past and current professional development for teachers. Additionally, the Board of Trustees will be provided with an overview of Revision Assistant, an online writing tool successfully piloted by nine middle school teachers during the 2017/18 school year, with a potential full middle school implementation for the 2018/19 school year.

Board meeting of August 23, 2018



SO: 2018-19/B19-03
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Introduction of Molly Kuykendall, Assistant Principal at Talbert Middle School**
DATE: August 17, 2018

Background:

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Ms. Molly Kuykendall. Ms. Kuykendall has joined Talbert Middle School as Assistant Principal.



SO18-19/B19-4
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **District Priorities 2018-2019**
DATE: August 17, 2018

Background

On March 24th, the Board of Trustees participated in a workshop to review District Priorities. With an effort to maintain a consistent focus for the District, minimal changes have been made to the District Priorities. The few updates include:

The revised language to Priority 5.1 reads:

5.1 Continue phase I and begin to implement phase II of the Measure O bond program, using the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.

The revised language to Priority 5.3 reads:

5.3 Continue to implement safe school priorities (e.g. visitor sign-in system, classroom resources, mental health, and staff training).

With the revisions to Priority 5.1 and 5.3, these five District priorities continue to focus on student academic success, District culture, resources, communication and modernization of our sites.

Recommendation:

It is recommended that the Board of Trustees adopts the District Priorities 2018-19, including the revisions to Priorities 5.1 and 5.3.



2018-2019 DISTRICT PRIORITIES

1. **Increase Student Academic Success for All Students.**

- 1.1 Enhance collaboration to share best practices with a focus on effective instruction in all preschool through eighth grade classrooms.
- 1.2 Continue to develop the leadership capacity within the organization to successfully implement instructional initiatives resulting in increased student achievement.
- 1.3 Use assessment results to improve initial instruction, intervention and enrichments.
- 1.4 Continue to implement the California Standards in ELA, math, science, and history, with fidelity.
- 1.5 Increase the effective use of technology to improve student achievement.
- 1.6 Analyze the English Language Development Standards, and implement recommendations into the core instructional program.

2. **Sustain an Inclusive, Caring and Collaborative Culture.**

- 2.1 Continue to promote and support a culture of high expectations with a focus on increased collaboration, shared decision making and mutual respect for all students, staff and families.
- 2.2 Expand leadership opportunities to engage staff and further the vision of the District.
- 2.3 Continue to develop and define District protocols and practices leading to greater organizational efficiency and effectiveness.
- 2.4 Serve and support all stakeholders by providing exceptional customer service.

3. **Align Resources to Maximize Achievement of All Students.**

- 3.1 Continue to prioritize, monitor and review District expenses to ensure fiscal prudence.
- 3.2 Increase general fund revenues through improved enrollment and student attendance.
- 3.3 Manage investments and leased properties to maximize alternative revenue streams.
- 3.4 Work with associations to strengthen relationships and ensure fiscal solvency.
- 3.5 Support and enhance the role of the Fountain Valley Schools Foundation as our partner to enrich preschool through eighth grade educational experiences.
- 3.6 Seek out and utilize grants, donations, partnerships with PTA/O's, businesses, and community groups to supplement District and school site revenues.

4. **Expand Communication with Staff, Families and Community Members to Increase Engagement.**

- 4.1 Effectively use various communication processes and technology tools to engage all stakeholders.
 - Use email, School Loop, to provide timely feedback regarding student performance.
 - Provide updates to staff, families and community on school and district news.
 - Provide two-way communication opportunities to exchange ideas and information (including Associations, District Committees, Schools Foundation, PTA/O Groups, LCAP, SPC, ACE, DELAC, DAC, SSC and Surveys).
- 4.2 Attend and be visible at school, district and community events/activities.

5. **Modernize Schools to Provide a Safe and Productive Learning Environment.**

- 5.1 Continue phase I and begin to implement phase II of the Measure O bond program, using the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.
- 5.2 Continue to improve the technology infrastructure to increase access for students and staff.
- 5.3 Continue to implement safe school priorities (e.g. visitor sign-in system, classroom resources, mental health, and staff training).



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Board Policy 0410 NONDISCRIMINATION IN PROGRAMS AND
ACTIVITIES (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy 0410 reflect changes in regulations and laws related to the responsibility of the employer to provide programs and activities free of discrimination.

Fiscal Impact:

There is no fiscal impact associated with the revision of Board Policy 0410 Nondiscrimination in District Programs and Activities.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 0410 Nondiscrimination in Programs and Activities for first reading, with necessary changes as indicated by the Board of Trustees.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Board of Trustees is committed to providing equal opportunity for all individuals in ~~education~~ **district programs and activities**. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, **nationality**, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital or parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of **any derogatory or discriminatory name, image, practice, or other barrier** that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. **Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.**

~~Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups.~~

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

(cf. 6163.2 - Animals At School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Fountain Valley School District

Attn: Assistant Superintendent, Personnel

10055 Slater Avenue

Fountain Valley, California 92708

714-843-3231



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Board Policy and Administrative Regulations 1312.3 UNIFORM COMPLAINT PROCEDURES (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy and Administrative Regulations 1312.3 Uniform Complaint Procedures reflect changes in regulations and laws related to the district responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The revisions address the district's responsibility to investigate and seek resolution to any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

Fiscal Impact:

There is no fiscal impact associated with the revision of Board Policy and Administrative Regulations 1312.3 Uniform Complaint Procedures.

Recommendation:

It is recommended that the Board of Trustees approves revisions to Board Policy and Administrative Regulation 1312.3 Uniform Complaint Procedures for first reading, with necessary changes as indicated by the Board.

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, **Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a).** ~~and any other district-implemented program which is listed in Education Code [64000\(a\)](#) (5 CCR [4610](#))~~

(cf. 3553 - Free and Reduced -Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code [200](#) or [220](#), Government Code [11135](#), or Penal Code [422.55](#), or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR [4610](#))

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

5. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code [48853](#), [48853.5](#), [49069.5](#), [51225.1](#), [51225.2](#))

(cf. [6173.1](#) - Education for Foster Youth)

6. Any complaint, by or on behalf of a homeless student as defined in 42 USC [11434a](#), alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code [51225.1](#), [51225.2](#))

(cf. [6173](#) - Education for Homeless Children)

7. Any complaint alleging district noncompliance with the requirements of Education Code [51228.1](#) and [51228.2](#) that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code [51228.3](#))

(cf. [6152](#) - Class Assignment)

UNIFORM COMPLAINT PROCEDURES (continued)

8. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code [51210](#), [51223](#))

(cf. [6142.7](#) - Physical Education and Activity)

9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
10. Any other complaint as specified in a district policy

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [5125](#) - Student Records)

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. [4131](#) - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. ~~All such records shall be destroyed~~ in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR [4611](#))

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
- ~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~
3. Any complaint alleging fraud shall be referred to the ~~California Department of Education.~~ **the Legal, Audits and Compliance Branch of the California Department of Education.**

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

UNIFORM COMPLAINT PROCEDURES (continued)

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional material, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)~~

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Policy
adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

UNIFORM COMPLAINT PROCEDURES

Except as the Board of Trustees may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Material)*
- (cf. 1312.4 - Williams Uniform complaint Procedures)*
- (cf. 4031 - Complaints Concerning Discrimination in Employment)*

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). ~~sex discrimination~~. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

Fountain Valley School District
Attn: Assistant Superintendent, Personnel
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3255

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate

UNIFORM COMPLAINT PROCEDURES (continued)

corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. **The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families.** (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

UNIFORM COMPLAINT PROCEDURES (continued)

3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging unlawful discrimination, (such as harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
 - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
 - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
 - f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

UNIFORM COMPLAINT PROCEDURES (continued)

- g The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- h A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
- i The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
- j The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- k Copies of the district's uniform complaint procedures are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR [4600](#))

1. **A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)** ~~A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)~~
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she

UNIFORM COMPLAINT PROCEDURES (continued)

- personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
 5. When the complainant ~~or alleged victim~~ of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) **or the alleged victim, when he/she is not the complainant**, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
 6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

UNIFORM COMPLAINT PROCEDURES (continued)

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631) Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses

UNIFORM COMPLAINT PROCEDURES (continued)

- b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
 3. Disposition of the complaint
 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education

Code [222](#), [48853](#), [48853.5](#), [49013](#), [49069.5](#), [51223](#), [51225.1](#), [51225.2](#), [51228.3](#), [52075](#); 5 CCR [4632](#))

UNIFORM COMPLAINT PROCEDURES (continued)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR [4632](#))

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

UNIFORM COMPLAINT PROCEDURES (continued)

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

UNIFORM COMPLAINT PROCEDURES (continued)

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632) ~~Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)~~

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be **sent to CDE with** ~~accompanied by~~ a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

- 1. A copy of the original complaint**
- 2. A copy of the written decision**

- 3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision**
- 4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator**
- 5. A report of any action taken to resolve the complaint**
- 6. A copy of the district's uniform complaint procedures**
- 7. Other relevant information requested by CDE**



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton , Assistant Superintendent, Business Services
SUBJECT: **BOARD POLICY 3514 ENVIRONMENTAL SAFETY (FIRST READING)**
DATE: August 20, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 3514 reflects state regulations and laws related to environmental safety including revisions and additions based on the passage of Assembly Bill 746 (AB746).

Fiscal Impact:

There is no fiscal impact associated with the approval of Board Policy 3514 Environmental Safety.

Recommendation:

It is recommended the Board of Trustees approves Board Policy 3514 Environmental Safety for first reading, with necessary changes as indicated by the Board of Trustees.

ENVIRONMENTAL SAFETY

The Board of Trustees recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks. He/she shall establish a comprehensive plan to prevent and/or mitigate environmental hazards based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff attendance, student attendance, and student achievement.

(cf. 0200 - Goals for the School District)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)

Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:

1. Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 5141.23 - Asthma Management)
(cf. 6163.2 - Animals at School)
(cf. 7150 - Site Selection and Development)

2. Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm

(cf. 3516.5 - Emergency Schedules)
(cf. 5141.7 - Sun Safety)
(cf. 6142.7 - Physical Education and Activity)

3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles

(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

ENVIRONMENTAL SAFETY (continued)

4. Minimizing exposure to lead in paint, soil, and drinking water
5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials
6. Ensuring the proper storage, use, and disposal of potentially hazardous substances

(cf. 3514.1 - Hazardous Substances)
(cf. 6161.3 - Toxic Art Supplies)

7. Ensuring the use of effective least toxic pest management practices

(cf. 3514.2 - Integrated Pest Management)

8. Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses

(cf. 3550 - Food Service/Child Nutrition Program)

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, **water boards** and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmental safety at the schools.

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

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton , Assistant Superintendent, Business Services
SUBJECT: **BOARD POLICY 3514.1 HAZARDOUS SUBSTANCES (FIRST READING)**
DATE: August 20, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 3514.1 reflects state regulations and laws related to the use and storage of potentially hazardous substances, including general revisions and the addition of information previously contained in Board Policy 6161.3 Toxic Art Supplies. Board Policy 3514.1 replaces Board Policy 6161.3 Toxic Art Supplies.

Fiscal Impact:

There is no fiscal impact associated with the approval of Board Policy 3514.1 Hazardous Substances.

Recommendation:

It is recommended the Board of Trustees approves Board Policy 3514.1 for first reading, with necessary changes as indicated by the Board of Trustees.

HAZARDOUS SUBSTANCES

The Board of Trustees desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

(cf. 6161.3 - Toxic Art Supplies)

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-8 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Policy
adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton , Assistant Superintendent, Business Services
SUBJECT: **BOARD POLICY 5111 ADMISSION (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 51111 reflect state regulations and laws related to District Admissions including revisions and additions based on the passage of Assembly Bill 699 (AB699)

Fiscal Impact:

There is no fiscal impact associated with the approval of Board Policy 51111 Admission

Recommendation:

It is recommended the Board of Trustees approves Board Policy 5111 Admission for first reading, with necessary changes as indicated by the Board of Trustees.

ADMISSION

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

(cf. 5119 - Students Expelled from Other Districts)

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall

ADMISSION (continued)

not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.13 Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Policy
adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

AR 5111

ADMISSION

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any otherwise eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6170.1 - Transitional Kindergarten)

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size. If approved, the child shall be enrolled in the district's Early Entry Kindergarten Program.

(cf. 6151 - Class Size)
(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child, **including an affidavit of the parent, guardian or custodian of the minor.** (Education Code 48002)

Regulation
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Board Policy and Administrative Regulations 5145.3
NONDISCRIMINATION/HARASSMENT (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy and Administrative Regulations 5145.3 reflect changes in regulations and laws related to the responsibility of the district to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. provide programs and activities free of discrimination.

Fiscal Impact:

There is no fiscal impact associated with the revision of Board Policy and Administrative Regulations 5145.3 Nondiscrimination/Harassment.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 5145.3 Nondiscrimination/Harassment for first reading, with necessary changes as indicated by the Board of Trustees.

NONDISCRIMINATION/HARASSMENT

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone based on the student's actual or perceived race, color, ancestry, national origin, nationality, **immigration status**, ethnicity, ethnic group identification, age, religion, marital or parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, **or genetic information**, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on one of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, file or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students,

parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the **requirements of law related to discrimination**. The **Superintendent or designee shall** regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, or expulsion **when the behavior is so severe or pervasive as defined in Education Code 48900.4**. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21- Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

NONDISCRIMINATION/HARASSMENT

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, **immigration status**, ethnicity, ethnic group identification, age, religion, marital or parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, **genetic information**, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Fountain Valley School District

Attn: Assistant Superintendent,
Personnel 10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3231

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, posting them on the district's web site and other prominent locations and providing easy access to them through district supported social media, when available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following:
(Education Code 221.61)

NONDISCRIMINATION/HARASSMENT (continued)

- a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
- b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
- c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)
4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that ~~all~~ students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender non-conforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. At the beginning of each school year, each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

NONDISCRIMINATION/HARASSMENT (continued)

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, **how to report it or file a complaint and** how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating ~~the school's response~~ to students, parents/guardians, and the community **the school's response plan to unlawful discrimination or harassment**

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have ~~made~~ **filed** a complaint of discrimination that he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means-the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

NONDISCRIMINATION/HARASSMENT (continued)

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable.
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her

NONDISCRIMINATION/HARASSMENT (continued)

private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to

NONDISCRIMINATION/HARASSMENT (continued)

whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students.—However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming.—In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed ~~pursuant to a court order~~ **with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

NONDISCRIMINATION/HARASSMENT (continued)

5. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.
6. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Regulation
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **BOARD POLICY 5125 STUDENT RECORDS (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 5125 Student Records requires updates to reflect changes in Education Code related to all appropriate personnel receiving training regarding district policies and procedures for gathering and handling sensitive student information. (AR/E revised) Regulation and exhibit are updated to reflect the California Attorney General's model policy, developed pursuant to NEW LAW (AB 699), which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin. BP 5125 is being brought to the Board of Trustees for approval for first reading.

Fiscal Impact:

There is no fiscal impact due to these updates.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 5125 for first reading, with necessary changes as indicated by the Board of Trustees.

STUDENT RECORDS

The Board of Trustees recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations governing the identification, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records and shall protect students and their families from invasion of privacy.

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

STUDENT RECORDS (continued)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3) 1.

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

STUDENT RECORDS (continued)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

STUDENT RECORDS (continued)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records. School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)

STUDENT RECORDS (continued)

3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
7. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #6 above (Education Code 49076)
8. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

9. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

STUDENT RECORDS (continued)

10. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
11. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)
When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)
12. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)
In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)
13. Any foster family agency with jurisdiction over currently enrolled or former students for purposes of accessing those students' records of grades and transcripts and any individualized education program developed and maintained by the district (Education Code 49069.3)
(cf. 6173.1 - Education for Foster Youth)
14. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)
(cf. 6173 - Education for Homeless Children)
15. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
16. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

STUDENT RECORDS (continued)

17. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)
When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #11 above. (Education Code 49076)
18. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)
In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

STUDENT RECORDS (continued)

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.

2. The information is destroyed when no longer needed for the purposes for which the study is conducted.
3. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

STUDENT RECORDS (continued)**De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When prior written consent from a parent/guardian is required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

STUDENT RECORDS (continued)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log may include record of access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

STUDENT RECORDS (continued)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 1. Address of minor student if different from the above
 2. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district.

These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefore

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

2. A log identifying persons or agencies who request or receive information from the student record

STUDENT RECORDS (continued)

3. Health information, including verification or waiver of the health screening for school entry
(*cf. 5141.32 - Health Screening for School Entry*)
4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge
(*cf. 6159 - Individualized Education Program*)
(*cf. 6164.4 - Identification and Evaluation of Individuals for Special Education*)
5. Language training records
(*cf. 6174 - Education for English Language Learners*)
6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years
(*cf. 6162.51 - State Academic Achievement Tests*)
(*cf. 6162.52 - High School Exit Examination*)
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study
(*cf. 6158 - Independent Study*)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data
(*cf. 5144 - Discipline*)
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

STUDENT RECORDS (continued)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion.

(Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school.

(Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices to that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

STUDENT RECORDS (continued)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
 2. The title(s) of the official(s) responsible for maintaining each type of record
 3. The location of the log identifying those who request information from the records
 4. District criteria for defining school officials and employees and for determining legitimate educational interest
 5. District policies for reviewing and expunging student records
 6. The right to inspect and review student records and the procedures for doing so
 7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
 7. The cost, if any, charged for duplicating copies of records
 8. The categories of information defined as directory information pursuant to Education Code 49073
 9. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
 10. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school
- (*cf. 5020 - Parent Rights and Responsibilities*)
12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
 13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

1. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
2. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Students

AR 5125(n)

STUDENT RECORDS (continued)

Policy
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **BOARD POLICY 5131.2 BULLYING (FIRST READING)**
DATE: August 17, 2018

Background:

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 5131.2 is being updated to further detail the District's policy prohibiting discrimination, harassment, intimidation and bullying based on nationality, ethnicity, immigration status, etc. In addition, language has been included regarding education for students on the negative effects of bullying based on immigration status or religious beliefs, as well as staff training regarding their legal duty to respond to harassment based on immigration status or religious beliefs. BP 5131.2 is being brought to the Board of Trustees for approval for first reading.

Fiscal Impact:

There is no fiscal impact due to these updates.

Recommendation:

It is recommended that the Board of Trustees approves the revisions to Board Policy 5131.2 for first reading, with necessary changes as indicated by the Board of Trustees.

BULLYING

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Definitions

1. Bullying means any severe or pervasive physical or verbal act or conduction, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in 48900.2, 48900.3, or 48900.4, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
2. Cyberbullying means the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5195.2 - Freedom of Speech/Expression)

While not an exhaustive list, examples of bullying/cyberbullying might include:

1. Direct physical contact, such as hitting or shoving
2. Threats to harm another person
3. Oral or written assaults, such as teasing or name-calling
4. Social isolation or manipulation

BULLYING (continued)

5. Posting harassing messages, direct threats, social cruelty or other harmful texts, sounds, or images on the Internet, including social networking sites
 6. Posting or sharing false or defamatory information about another person
 7. Posting or sharing information about another person that is private
 8. Pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships
 9. Posting or sharing photographs of other people without their permission
 10. Spreading hurtful or demeaning materials created by another person (e.g. forwarding offensive emails or text messages)
 11. Retaliating against someone for complaining that they have been bullied
3. Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager.
 4. Reasonable student means a student, including, but not limited to, a student with disabilities, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her disabilities.

The district prohibits all forms of bullying and cyberbullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 234.1(a); 48900(r))

(cf. 0410 - Nondiscrimination in district Programs or Activities)
(cf. 5145.7 - Sexual Harassment)

In addition, the district prohibits retaliation against complainants. Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

BULLYING (continued)**Bullying Prevention**

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

- 1. Discuss the diversity of the student body and school community, including their varying immigration experiences**
- 2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims**
- 3. Identify the signs of bullying or harassing behavior**
- 4. Take immediate corrective action when bullying is observed**
- 5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior**

BULLYING (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 1312.3 - Uniform Complaint Procedures.

The identity of a complainant alleging discrimination, harassment, or bullying shall remain confidential as appropriate within the dual contexts of the district's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation, and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the district will comply with requests for confidentiality to the extent possible.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend privileges of the student and to have the material removed

Discipline

BULLYING (continued)

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Policy
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Superintendent's Office
M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR
SUPERINTENDENT**
DATE: August 17, 2018

Background:

The Board of Trustees approved selection of Mark Johnson, Ed.D. to the position of Superintendent of the Fountain Valley School District effective January 1, 2015. At the regular meeting on April 13, 2017, the Board of Trustees approved contract for employment of Dr. Johnson, extending his employment in the position of Superintendent of the Fountain Valley School District through June 30, 2020.

The attached contract addendum extends employment of Dr. Johnson in the position of Superintendent of the Fountain Valley School District through June 30, 2022. The contract is presented to the Board of Trustees for approval.

Recommendation:

It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Superintendent with Mark Johnson, Ed.D.

FOUNTAIN VALLEY SCHOOL DISTRICT
ADDENDUM TO
AGREEMENT OF EMPLOYMENT
OF SUPERINTENDENT
DR. MARK JOHNSON

WHEREAS, the Fountain Valley School District and its Superintendent, Dr. Mark Johnson, are parties to an Agreement of Employment dated April 13, 2017, which describes the Superintendent's term of employment and annual base salary, among other terms and conditions of employment; and

WHEREAS, the Governing Board of the District hereby (1) extends the term of the contract and (2) approves a salary increase for the Superintendent.

NOW THEREFORE:

The Fountain Valley School District and Superintendent Dr. Mark Johnson agree to the following addendum to the Agreement of Employment dated April 13, 2017.

The Agreement of Employment is incorporated into this Addendum by this reference.

Except as stated herein, all current terms of employment remain in full force and effect, as amended by this Addendum.

1. The term of the Superintendent's employment is extended to June 30, 2022 upon action of the Board of Trustees on August 23, 2018.
2. Superintendent's annual base salary, which is inclusive of a \$3,000 doctoral stipend, is increased to \$240,199 annually, retroactive to July 1, 2018, for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated. The Superintendent shall receive a mileage stipend of \$3,600 annually, payable monthly at \$300 per month, to reflect use of his personal vehicle for District business.

In addition, a one-time payment of \$6,000 shall be paid to the Superintendent, upon signing of this Addendum.

Total compensation for Dr. Johnson in 2018-19 is \$249,799.00.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Addendum on this ____ day of August, 2018.

ACCEPTED:

Dr. Mark Johnson

Date: _____

**MEMBERS OF THE GOVERNING BOARD OF
THE FOUNTAIN VALLEY SCHOOL DISTRICT**

DATE: _____ By: _____

DATE: _____ By: _____

DATE: _____ By: _____

DATE: _____ By: _____

DATE: _____ By: _____

Date of Board of Trustees approval in open session: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo
Cathie L. Fields, Partner

By: _____
Cathie L. Fields



Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 12, 2018

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Jim Cunneen	President
Ian Collins	President Pro Tem
Jeanne Galindo	Clerk
Sandra Crandall	Member
Lisa Schultz	Member

Motion: Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mr. Cunneen announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- Conference with Labor Negotiator: *Government Code 54957.6*
Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins
Unrepresented employee: Superintendent
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 6:30pm.

PLEDGE OF ALLEGIANCE

Mrs. Fullerton led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

One of the responsibilities of the Citizen’s Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. Judy Edwards, Chairperson of the Fountain Valley School District CBOC, presented highlights of the written report for the 2017-2018 fiscal year.

PRESENTATION OF THE MEASURE O CITIZEN’S BOND OVERSIGHT COMMITTEE’S ANNUAL REPORT

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo did not have a report to share.

Mrs. Crandall thanked our middle school students who addressed their peers as valedictorians at promotion this year. Her activities since the last meeting included: Chamber luncheon, Summerfest performance by Masuda Band, memorial service for Jocelyn LaMantia, FVPD promotion ceremony, swearing in of Mari Barke at the OCDE Board of Education meeting, and webinars regarding AB119 and SB866.

Mrs. Schultz’s activities since the last meeting included: Summerfest performance by Masuda Band.

Mr. Collins’ activities since the last meeting included: HB Parks and Recreation Commission meeting.

Mr. Cunneen’s activities since the last meeting included: Summerfest performance by Masuda Band and Clifton Dance Project performances at HBHS. He thanked his fellow trustees for their service.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mr. Cunneen provided the following oral summary and/or fringe benefits increase recommendation, pursuant to Government Code section 54953, subdivision (c)(3), for the following local agency executive:

APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR

“Assistant Superintendent, Personnel, whose term is being extended to June 30, 2021, with total compensation of \$188,957.00 for the 2018-19 school year, which is inclusive of a onetime payment of \$3,669.00. In addition, the Assistant Superintendent, Personnel receives Health and Welfare Benefits not to exceed \$9,250.”

ASSISTANT
SUPERINTENDENT,
PERSONNEL

Motion: Mrs. Galindo moved to approve the addendum to the employment contract for Assistant Superintendent, Personnel.

Second: Mrs. Schultz

Vote: 5-0

Mr. Cunneen provided the following oral summary and/or fringe benefits increase recommendation, pursuant to Government Code section 54953, subdivision (c)(3), for the following local agency executive:

APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
BUSINESS SERVICES

“Assistant Superintendent, Business Services, whose term is being extended to June 30, 2021, with total compensation of \$198,529.00 for the 2018-19 school year, which is inclusive of a onetime payment of \$3,855.00. In addition, the Assistant Superintendent, Business Services receives Health and Welfare Benefits not to exceed \$9,250.”

Motion: Mr. Collins moved to approve the addendum to the employment contract for Assistant Superintendent, Business Services.

Second: Mrs. Schultz

Vote: 5-0

Mr. Cunneen provided the following oral summary and/or fringe benefits increase recommendation, pursuant to Government Code section 54953, subdivision (c)(3), for the following local agency executive:

APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
EDUCATIONAL
SERVICES

“Assistant Superintendent, Educational Services, whose term is being extended to June 30, 2021, with total compensation of \$191,957.00 for the 2018-19 school year, which is inclusive of a onetime payment of \$3,669.00 and a \$3,000 doctoral stipend. In addition, the Assistant Superintendent, Educational Services receives Health and Welfare Benefits not to exceed \$9,250.”

Motion: Mrs. Crandall moved to approve the addendum to the employment contract for Assistant Superintendent, Educational Services.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Consent Calendar.

CONSENT
CALENDAR

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from May 10th Regular Meeting
- Board Meeting Minutes from May 15th Special Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- Resolution 2019-01: Authorization of Signatures on Replacement Warrants
- Resolution 2019-02: Appointment of Custodian of Revolving Cash Fund
- Resolution 2019-03: Authorization of Approval of Vendor Claims/Orders
- Resolution 2019-04: Authorization of Signatures
- Record of Eighth Grade Promotion, June 2018
- District Field Trip List 2018-19
- Educational Services Approved Independent Contractor List
- 2017-18 Quarterly Report on Williams Uniform Complaints
- Review of Investment Policy
- Ratify Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Masuda Middle School
- Ratify Addendum 1 to the Architectural Services Agreement with Rachlin Partners for Courreges Elementary School

- Accept the Measure O Citizen’s Bond Oversight Committee’s 2017-2018 Annual Report
- Approve the Use of the Santa Rita Unified School District Piggyback Purchasing Bid With American Modular Systems To Design, Engineer, Price and Purchase Science And Music Classrooms at the Three Middle Schools
- Approve the Annual Agreement For Fiscal And Management Information Services With School Services of California, Inc.
- Approve a \$.25 Increase to School Lunch Prices Beginning in the 2018-2019 School Year
- MOU Between OCDE and FVSD for Special Schools Program
- Special Education Settlement Agreement 2018-J
- Special Education Settlement Agreement 2018-K
- Approval of Single Year With Annual Renewal Contract Between Fountain Valley School District And Mind Research Institute to Provide St Math to The District’s Eight Schools
- Approval of Resolution 2019-05 Education Protection Account (EPA) Funding And Spending Determinations for the 2018-19 Fiscal Year
- Authorization to Use Corona-Norco Unified School District Custodial Supplies Bid #16/17-002
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Pliha Speech and Learning Center	N/A	7/1/18-6/30/19
Pliha Speech and Learning Center	\$9,495	7/1/18-6/30/19

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Welcomed Mrs. Kim, present this evening, in her first month as FVEA President. In addition, he thanked the Board for approving the addendums to our assistant superintendents’ contracts, echoing their sentiments of appreciation for our amazing senior team. In closing, he noted walking Masuda, Tamura and Fulton and the construction progress going on. He thanked Mrs. Fullerton and Mr. Hastie for running the project successfully, noting that it is on time. He wished the Board a relaxing summer.

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into a second Closed Session. Action was not anticipated. The following was addressed: **CLOSED SESSION**

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.
- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a

portion of the identified
Property.

- Conference with Labor Negotiator: *Government Code 54957.6*
Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins
Unrepresented employee: Superintendent
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 7:46PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 23, 2018**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2018-2019 SCHOOL YEAR:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1 Belle, Margo	Special Education/MS	Fulton	08/30/2018
1.1.2 Brucato, Desirae	Special Education/MM	Fulton	08/30/2018
1.1.3 Effinger, Kristen	ELA/Social Science	Fulton	08/30/2018
1.1.4 Jeans, Angeliq	Resource Specialist	Fulton	08/30/2018
1.1.5 Mueller, Kristine	Math/Science	Fulton	08/30/2018
1.1.6 Faucher, Samantha	Math	Masuda	08/30/2018
1.1.7 Havert, Chelsea	Science	Masuda	08/30/2018
1.1.8 Merlos, Zobeida	Science	Masuda	08/30/2018
1.1.9 Cowper, Katie	2 nd Grade	Newland	08/30/2018
1.1.10 Mercado, Dawn	Special Education/MS/TK-2	Newland	08/30/2018
1.1.11 Nguyen, Elizabeth	2 nd Grade	Newland	08/30/2018
1.1.12 Saenz, Julie	Transitional Kindergarten	Newland	08/30/2018
1.1.13 Stojanovic, Irma	Speech & Language	Oka	08/30/2018
1.1.14 Hale, Alyson	School Counselor	Talbert	08/30/2018
1.1.15 Ozawa, Elise	Speech & Language	Tamura	08/30/2018
1.1.16 Sanderson, Angela	Special Education/MS /1-2	Tamura	08/30/2018
1.1.17 Stephens, Thomas	Special Education/MS/TK-K	Tamura	08/30/2018
1.1.18 Margala, Michal	Speech & Language	Masuda/Talbert	08/30/2018
1.1.19 Forester, Alexandra	Vocal Music	Gisler/Newland/ Plavan	08/30/2018

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED RE- EMPLOYMENT ON TEMPORARY CONTRACT FOR THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE 2018-2019 SCHOOL YEAR.

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1 Boer, Sara	Classroom Teacher	Courreges/5 th Grade	1.0
1.2.2 Brady, Deanna	Classroom Teacher	Courreges/1 st Grade	1.0
1.2.3 Grudt, Julie	Early Childhood/SDC	Cox	1.0
1.2.4 Hart, Alixandra	Classroom Teacher	Gisler/4 th Grade	1.0
1.2.5 Priest, Ariana	Classroom Teacher	Gisler/4 th Grade	1.0
1.2.6 Barham, Deborah	ELA	Masuda	1.0
1.2.7 Darrah, Kristin	ELA/SS	Masuda	1.0
1.2.8 Alonso, Marissa	Classroom Teacher	Oka/1 st Grade	1.0
1.2.9 Reza, Stephanie	Classroom Teacher	Plavan/5 th Grade	1.0
1.2.10 Lokken, Megan	Science	Talbert	1.0
1.2.11 Marley, Kayla	ELA/SS	Talbert	1.0
1.2.12 Kim, Rebecca	Classroom Teacher	Tamura/5 th Grade	1.0

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF NEW CERTIFICATED EMPLOYEE, MOLLY KUYKENDALL, AS ASSISTANT PRINCIPAL AT TALBERT MIDDLE SCHOOL, EFFECTIVE 08/08/2018.

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF NEW CERTIFICATED EMPLOYEE, JUSTIN SMITH, SCHOOL PSYCHOLOGIST AT NEWLAND SCHOOL, EFFECTIVE 08/27/2018.

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF PAY \$30.09 FOR ADDITIONAL DUTY FOR ALL CERTIFICATED PERSONNEL FOR THE 2018-2019 SCHOOL YEAR.

1.6 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF JULIANNE HOEFER, DIRECTOR EDUCATIONAL SERVICES.

1.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED VOLUNTARY/INVOLUNTARY TRANSFERS FOR THE 2018-2019 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>FROM</u>	<u>TO</u>	<u>REASON</u>	<u>FTE</u>
1.7.1	Perkins, Larissa	Fulton	Masuda	Involuntary	1.0
1.7.2	Traw, Diane	Cox	Plavan	Involuntary	1.0

1.8 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.8.1	Villareal, Polly	1 st Grade	Courreges	FMLA	08/30/2018
1.8.2	Ostrzyzek, Tara	2 nd grade	Cox	MaternityChild Bonding	08/30/2018
1.8.3	Crowe, Meggan	5 th Grade	Newland	Child Bonding	08/30/2018
1.8.4	Copley, Lindsey,	1 st Grade	Plavan	Child Bonding	08/30/2018
1.8.5	DeJulio, Becky	1 st Grade	Plavan	Child Bonding	08/30/2018
1.8.6	Rieck, Mara	1 st Grade	Plavan	Child Bonding	08/30/2018

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 23, 2018**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Limbach, Shannon	Gisler	Instructional Assistant	07/10/2018
2.1.2	Laursen, Weston	Transportation	Bus Aide-Special Ed	07/26/2018
2.1.3	Sanford, Margaret	District Office	Office Assistant	08/31/2018

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Allen, Amanda	District Office	Insurance Benefits Technician	07/30/2018
2.2.2	Parr, Richard	District Office	Field Support/Help Desk Technician	08/13/2018
2.2.3	Hansel, Deanna	Plavan	Office Assistant	08/16/2018
2.2.4	Tsurimoto, Yumi	Oka	Office Assistant	08/20/2018

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.3.1	Faith, Randy	Maintenance	Maintenance Worker 3	Parental Leave	08/13/2018
2.3.2	Snyder, Tamara	Courreges	Health Aide	Maternity	12/03/2018

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL**

August 23, 2018

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	HOWARD, Jana (Talbert)	Cheer Coach	\$1,000 stipend + benefits	010143889-1115	2018/2019 school year
3.2	MCNALLY, Colleen (Talbert)	Student Council Advisor	\$2,000 stipend + benefits	010143888-1115	2018/2019 school year
3.3	OLSON, Christine (Talbert)	Student Council Bookkeeper	\$2,000 stipend + benefits	012723888-2415	2018/2019 school year
3.4	BARTON, Cecelia HOWARD, Loren JOHNSON, Janette LEVITT, Molly LOKKEN, Megan MARBUT, Jeff MARLEY, Kayla MCNALLY, Colleen PARKER, Robin PETRILLA, Gary ROBINSON, Ashly SOTOLONGO, Joel TRIMM, Amy VON IDERSTEIN, Chelsea WALTERS, Kelly WOOD, John (Talbert)	Sports Coach for one or more of the District tournaments	\$250 stipend + benefits per sport tournament	010143889-1115	2018/2019 school year
3.5	RUCK, Lindsey (CR) (Ed Services)	ScienceWorks Coordinator	\$4,000 stipend	010189275-1115	2018/2019 school year

4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	HATFIELD, Ayumi (Support Services)	Japanese interpretation, as needed, for parents and students	Not to exceed \$700	012509861-5813	2018/2019 school year

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 08/13/2015

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
DISTRICT			
	Schools First FCU	\$6,000.00	Donation for Leadership Advance
	Atkinson, Andelson, Loya, Ruud, & Romo	\$500.00	Donation for Leadership Advance
	Growing Educators, Inc.	\$500.00	Donation for Leadership Advance
	Susan and Roger Cossaboom	\$500.00	Donation for Leadership Advance
Tam, Ful, Gis	County of Orange	\$350.00	\$50 stipend to each school
Cox, Oka,	Registrar of Voters		for hosting voting
Newland, Cour			

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING AUGUST 23, 2018**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 80819 - 81146
Dates: 7/5/2018 - 7/31/2018

Fund 01	General Fund	893,362.19
Fund 12	Child Development	53,761.83
Fund 13	Cafeteria	23,789.84
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	606,868.11
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	2,778.13
Fund 68	Worker Comp	148,734.97
Fund 69	Insurance	406,199.00
TOTAL		\$ 2,135,494.07

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4001	ADVANTAGE WEST INVESTMENT ENTE	5,000.00	5,000.00	012889390 4340	Custodial / Custodial Supplies
M20M4002	ALAN'S LAWNMOWER & GARDEN CENT	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
M20M4003	ALLIED REFRIGERATION INC.	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4004	BUS WEST	16,000.00	14,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			2,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
M20M4005	CALIFORNIA PEST MANAGEMENT	31,196.00	10,336.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			17,800.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4006	CHEVRON AND TEXACO	10,000.00	10,000.00	012869390 5560	Maintenance / Fuel
M20M4007	CLARK SECURITY PRODUCTS INC.	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4008	DUNN-EDWARDS CORPORATION	6,300.00	4,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,000.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
			300.00	012899390 4343	Gardening / Gardening Supplies
M20M4009	EBERHARD EQUIPMENT	500.00	500.00	012899390 4343	Gardening / Gardening Supplies
M20M4010	ENTHALPY ANALYTICAL INC.	1,500.00	1,500.00	012869390 5899	Maintenance / Other Operating Expenses
M20M4011	EWING AND COMPANY	5,000.00	5,000.00	012899390 4343	Gardening / Gardening Supplies
M20M4012	GRAINGER INC.	18,000.00	15,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			3,000.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
M20M4013	HARBOR WHOLESALE ELECTRIC	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4014	RAINBOW ENVIRONMENTAL SERVICES	60,000.00	60,000.00	012869390 5570	Maintenance / Sanitation Fees
M20M4015	HOME DEPOT	23,000.00	15,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			3,000.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
			5,000.00	012899390 4343	Gardening / Gardening Supplies
M20M4016	MAR VAC ELECTRONICS	500.00	500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4017	MCKINLEY ELEVATOR CORP	3,000.00	3,000.00	012869390 5899	Maintenance / Other Operating Expenses
M20M4018	MCMaster CARR SUPPLY CO	12,500.00	10,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
M20M4019	MOBILE MINI STORAGE	1,500.00	1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4020	NAPA AUTO PARTS	8,500.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			2,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			1,000.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
M20M4021	OLDCASTLE PRECAST INC.	990.00	990.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4022	PARKHOUSE TIRE INC.	10,000.00	10,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4023	PRO PACIFIC BEE REMOVAL	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4024	RAINBOW ENVIRONMENTAL SERVICES	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
M20M4025	RESOURCE BUILDING MATERIALS	3,000.00	3,000.00	012899390 4343	Gardening / Gardening Supplies
M20M4026	SAFETY-KLEEN CORP	1,750.00	750.00	012869390 5540	Maintenance / Waste Disposal
			1,000.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
M20M4027	SOUTHERN CALIFORNIA MATERIAL H	1,000.00	1,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4028	SIMPLEXGRINELL	6,000.00	5,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
M20M4029	SIMPLEXGRINELL	1,000.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			500.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4030	SMARDEN SUPPLY COMPANY	20,000.00	20,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4031	SMOKE GUARD CALIFORNIA INC.	2,000.00	2,000.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4032	STAPLES	500.00	500.00	012869390 4325	Maintenance / Office Supplies
M20M4033	TERRYS TESTING INC.	750.00	750.00	012869390 5860	Maintenance / Permits & Fees
M20M4034	TERRYS TESTING INC.	1,000.00	1,000.00	012869390 5860	Maintenance / Permits & Fees
M20M4035	THURSTON ELEVATOR CONCEPTS INC	2,000.00	2,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
M20M4036	TRUCPARCO	5,000.00	5,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20M4037	RAMIREZ, JUAN CARLOS	12,830.00	5,530.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			5,530.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
			1,770.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs & Mai
M20M4038	EREPLACEMENTPARTS.COM LLC	1,000.00	1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4039	HUNTINGTON BEACH UNION HSD	75,000.00	37,000.00	012869390 5560	Maintenance / Fuel
			32,000.00	016919395 5560	7240 Special Ed Transportation / Fuel
			6,000.00	016929395 5560	7230 Home-to-Sc Transportation / Fuel
M20M4040	SURPLUS TWO WAY RADIOS	7,500.00	7,500.00	012869390 5910	Maintenance / Communications - Telephones
M20M4041	VOYAGER FLEET SYSTEMS INC.	27,000.00	25,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			2,000.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
M20M4042	CA DEPT OF TAX & FEE ADMIN	235.00	200.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			35.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
M20M4043	UNIVERSAL FLOORING	20,233.00	20,233.00	012889390 5899	Custodial / Other Operating Expenses
M20M4044	CAL BUILDING SYSTEMS INC	16,420.00	16,420.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4045	GOLDEN STATE PAVING INC.	10,747.00	10,747.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4049	UNIVERSAL FLOORING	1,269.00	1,269.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
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M20M4051	ECOTEK CONSULTING INC.	6,000.00	6,000.00	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
M20M4052	OMEGA FIRE PROTECTION	6,000.00	6,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4054	T.J.JANCA CONSTRUCTION INC	1,827.00	1,827.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4055	GANAHL LUMBER COMPANY	1,207.21	1,207.21	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4056	ACCOUSTICAL MATERIAL SERVICES	397.69	397.69	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4057	GRUETT TREE COMPANY INC	18,065.00	18,065.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4058	ARMOR FENCE CONCEPTS	2,978.73	2,978.73	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4059	REFRIGERATION CONTROL COMPANY	495.55	495.55	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4060	REFRIGERATION CONTROL COMPANY	2,291.10	2,291.10	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4061	TURF STAR INC.	130.00	130.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4062	INTERLINE BRANDS INC	178.18	178.18	012899390 4343	Gardening / Gardening Supplies
M20M4063	HILLYARD / LOS ANGELES	155.02	155.02	012889390 4340	Custodial / Custodial Supplies
M20M4064	HILLYARD / LOS ANGELES	962.22	962.22	012889390 4340	Custodial / Custodial Supplies
M20R0001	CDWG	4,200.00	4,200.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0002	DELL COMPUTERS	11,530.80	11,530.80	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0003	CETPA	430.00	430.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
M20R0004	SOUTHWEST SCHOOL AND OFFICE SU	1,631.25	1,631.25	012719275 4325	Educational Services Admin / Office Supplies
M20R0005	ARIEL SUPPLY INC.	1,305.00	1,305.00	012719275 4330	Educational Services Admin / Printing/Xerox Supplies
M20R0006	AMAZON.COM LLC	509.64	509.64	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0007	CODESP	2,050.00	2,050.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
M20R0008	SAMS CLUB	870.00	870.00	012719275 4325	Educational Services Admin / Office Supplies
M20R0011	CSPCA	700.00	700.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
M20R0012	ADVANTAGE OPTICS	4,726.25	4,726.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0013	SCHOOL SERVICES OF CALIFORNIA	705.00	235.00	012719380 5210	Business Department / Travel, Conference, Workshop
			470.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
M20R0018	PROCARE WORK INJURY CENTER	4,000.00	4,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
M20R0019	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
M20R0020	MEMORIAL PROMPT CARE & FAMILY	1,000.00	1,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
M20R0025	CENTRAL DRUG SYSTEM	1,485.00	1,485.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
M20R0027	ARIEL SUPPLY INC.	4,500.00	4,500.00	012719470 4325	Personnel Department / Office Supplies
M20R0028	AWARDS & TROPHIES	1,500.00	1,500.00	012719470 4325	Personnel Department / Office Supplies
M20R0029	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	012719470 4325	Personnel Department / Office Supplies
M20R0030	STAPLES	500.00	500.00	012719470 4325	Personnel Department / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0032	STATE OF CA DEPT OF JUSTICE	5,000.00	5,000.00	012719470 5823	Personnel Department / Fingerprinting
M20R0036	J&C BOOKS LLC	587.25	587.25	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0044	CDWG	3,105.41	3,105.41	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0049	VMWARE INC	5,876.64	5,876.64	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0054	FOLLETT SCHOOL SOLUTIONS INC.	5,007.29	5,007.29	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0055	FOLLETT SCHOOL SOLUTIONS INC.	4,799.19	4,799.19	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0056	FOLLETT SCHOOL SOLUTIONS INC.	2,448.18	2,448.18	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0057	TEXTBOOK WAREHOUSE	882.29	882.29	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0058	TEXTBOOK WAREHOUSE	787.08	787.08	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0059	TEXTBOOK WAREHOUSE	905.67	905.67	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0060	FOLLETT SCHOOL SOLUTIONS INC.	2,278.86	2,278.86	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0061	CURRICULUM ASSOCIATES INC.	571.31	571.31	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0065	CURRICULUM ASSOCIATES INC.	786.27	786.27	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0068	CURRICULUM ASSOCIATES INC.	464.79	464.79	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0069	CURRICULUM ASSOCIATES INC.	815.32	815.32	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0070	CURRICULUM ASSOCIATES INC.	154.93	154.93	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0078	FOLLETT SCHOOL SOLUTIONS INC.	7,448.20	7,448.20	010459075 5826	Pupil Achievement-Library / Licensing/Software,Maint/Supp
M20R0084	FOLLETT SCHOOL SOLUTIONS INC.	2,561.03	2,561.03	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0085	TEXTBOOK WAREHOUSE	2,147.54	2,147.54	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0086	TEXTBOOK WAREHOUSE	1,767.18	1,767.18	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0087	FOLLETT SCHOOL SOLUTIONS INC.	5,414.20	5,414.20	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0088	FOLLETT SCHOOL SOLUTIONS INC.	368.32	368.32	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0089	FOLLETT SCHOOL SOLUTIONS INC.	3,209.11	3,209.11	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0090	TEXTBOOK WAREHOUSE	764.73	764.73	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0093	FOLLETT SCHOOL SOLUTIONS INC.	2,616.09	2,616.09	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0094	TEXTBOOK WAREHOUSE	763.43	763.43	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0095	TEXTBOOK WAREHOUSE	1,782.30	1,782.30	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0096	FOLLETT SCHOOL SOLUTIONS INC.	5,576.49	5,576.49	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0098	TEXTBOOK WAREHOUSE	971.47	971.47	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0100	ESCHOOL SOLUTIONS LLC	4,573.80	4,573.80	012719470 5826	Personnel Department / Licensing/Software,Maint/Supp
M20R0102	GROWING EDUCATORS INC	1,800.00	1,800.00	010013737 5899	Sch Site Instr - Oka / Other Operating Expenses
M20R0103	TEXTBOOK WAREHOUSE	560.06	560.06	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0104	TEXTBOOK WAREHOUSE	336.04	336.04	012129078 4110	Lottery Instructional Material / Basic Textbooks

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M20R0105	AMAZON.COM LLC	119.67	119.67	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0107	FOLLETT SCHOOL SOLUTIONS INC.	4,272.07	4,272.07	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0108	CALIFORNIA SCHOOL BOARDS ASSOC	13,354.00	13,354.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
M20R0109	CALIFORNIA SCHOOL BOARDS ASSOC	2,840.00	2,840.00	012719165 4325	Superintendent / Office Supplies
M20R0110	SDI INNOVATIONS INC	2,290.52	2,290.52	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0111	ASSOCIATION OF CALIFORNIA SCHO	1,857.40	1,857.40	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20R0112	ASCD	89.00	89.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20R0113	OCSBA	125.00	125.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
M20R0117	CASBO	2,000.00	2,000.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
M20R0118	MCGRAW-HILL EDUCATION INC.	63,526.43	63,526.43	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0119	MCGRAW-HILL EDUCATION INC.	50,868.79	50,868.79	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0120	MCGRAW-HILL EDUCATION INC.	58,157.12	58,157.12	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0122	B43PRODUCTIONS	16,500.00	16,500.00	012719165 5813	Superintendent / Consultant
M20R0123	AMAZON.COM LLC	102.11	8.30	012109078 4325	Tech/Media Office Operation / Office Supplies
			93.81	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0124	E.G.BRENNAN & CO.	299.06	299.06	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
M20R0126	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0127	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
M20R0128	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0130	BARNES AND NOBLE	305.97	305.97	011404755 4230	Library Services - Courreges / Lost Books Rebate
M20R0132	BARNES AND NOBLE	863.04	863.04	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0133	BARNES AND NOBLE	121.89	121.89	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0134	GROWING EDUCATORS INC	600.00	600.00	010013737 5899	Sch Site Instr - Oka / Other Operating Expenses
M20R0135	HEINEMANN	129.19	129.19	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0140	AMAZON.COM LLC	30.43	30.43	012109078 4325	Tech/Media Office Operation / Office Supplies
M20R0143	CORPORATION OF PRESIDING BISHO	300,240.00	300,240.00	018709380 5640	Facilities Leases / Outside Services - Leases
M20R0145	PURCHASE POWER	20,800.00	20,800.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
M20R0146	ORANGE COUNTY DEPARTMENT OF ED	4,000.00	4,000.00	012719385 5818	Purchasing / Courier Service
M20R0147	PITNEY BOWES INC.	6,967.24	400.00	012719385 4325	Purchasing / Office Supplies
			6,567.24	012719385 5640	Purchasing / Outside Services - Leases
M20R0148	UNITED PARCEL SERVICE	2,000.00	2,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
M20R0151	LEARNING A-Z	769.65	769.65	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
M20R0152	SCHOLASTIC MAGAZINE	2,018.40	2,018.40	010055275 4310	State Standards-ELA / Instructional Supplies

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M20R0153	KOCE-TV FOUNDATION	1,462.42	1,462.42	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
M20R0154	VOYAGER SOPRIS LEARNING INC	3,806.25	3,806.25	010113255 4310	Title I - Cox / Instructional Supplies
M20R0155	B E PUBLISHING	1,598.00	1,598.00	010144989 5826	Donations - Masuda / Licensing/Software,Maint/Supp
M20R0156	FOLLETT SCHOOL SOLUTIONS INC.	106.51	106.51	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R0159	TREBRON COMPANY INC	7,970.60	7,970.60	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0160	STAPLES	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0161	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0162	SOUTHWEST SCHOOL AND OFFICE SU	152.74	27.44	012059385 4325	Publications / Office Supplies
			125.30	012059385 4330	Publications / Printing/Xerox Supplies
M20R0163	ATKINSON ANDELSON LOYA RUDD &	95.00	95.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
M20R0164	SHI INTERNATIONAL CORP	1,861.70	1,861.70	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0165	BAUDVILLE INC	4,202.81	4,202.81	012719470 4410	Personnel Department / Fixed Assets \$500-\$5000
M20R0168	KEENAN & ASSOCIATES	319,926.00	319,926.00	012849380 5450	Fiscal Services / Other Insurance
M20R0170	KEENAN & ASSOCIATES	2,000.00	2,000.00	012849380 5450	Fiscal Services / Other Insurance
M20R0171	DECISION INSITE	6,935.00	6,935.00	012719380 5813	Business Department / Consultant
M20R0172	STAPLES	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0174	SAMS CLUB	600.00	600.00	012849380 4325	Fiscal Services / Office Supplies
M20R0175	DYNTEK SERVICES INC	14,789.87	12,353.87	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			2,436.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0176	ADVANTAGE OPTICS	839.68	839.68	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0177	CDWG	3,245.71	3,245.71	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0178	STAPLES	2,000.00	2,000.00	016919395 4325	7240 Special Ed Transportation / Office Supplies
M20R0179	SAMBA HOLDINGS INC.	1,200.00	1,200.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
M20R0182	OUTREACH CONCERN INC	85,000.00	85,000.00	011279861 5813	School Climate-Elementary / Consultant
M20R0183	SCHOLASTIC BOOK FAIRS	507.00	507.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
M20R0187	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0188	SOCAL SHRED LLC	432.00	432.00	012719380 5899	Business Department / Other Operating Expenses
M20R0189	LEVEL 27 MEDIA	2,831.85	2,452.31	012719275 4325	Educational Services Admin / Office Supplies
			379.54	012849380 4325	Fiscal Services / Office Supplies
M20R0198	PEARSON EDUCATION	3,995.81	3,995.81	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0199	PEARSON EDUCATION	9,346.26	9,346.26	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0200	APPSFORTE INC	3,000.00	3,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0201	PEARSON EDUCATION	6,442.80	6,442.80	012129078 4110	Lottery Instructional Material / Basic Textbooks

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M20R0202	PEARSON EDUCATION	3,460.77	3,460.77	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0203	PEARSON EDUCATION	5,293.67	5,293.67	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0204	PEARSON EDUCATION	5,173.37	5,173.37	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0206	PEARSON EDUCATION	3,901.40	3,901.40	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0208	AMAZON.COM LLC	526.86	526.86	012059385 4330	Publications / Printing/Xerox Supplies
M20R0209	ARIEL SUPPLY INC.	104.29	104.29	012059385 4330	Publications / Printing/Xerox Supplies
M20R0211	FUN AND FUNCTION LLC	1,131.55	1,131.55	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0212	SOUTHWEST SCHOOL AND OFFICE SU	187.05	187.05	012719275 4325	Educational Services Admin / Office Supplies
M20R0213	THERAPRO INC	451.72	451.72	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0214	ELKAY LLC	276.01	276.01	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0215	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0218	HEINEMANN	3,600.00	3,600.00	010055275 5813	State Standards-ELA / Consultant
M20R0224	LAKESHORE LEARNING MATERIALS	20.00	20.00	015114160 4310	SpEd Summer School - MS / Instructional Supplies
M20R0225	NO TEARS LEARNING	174.87	174.87	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0236	RAPTOR TECHNOLOGIES LLC	23,301.87	10,920.68	010050080 4399	Site Safety / Equipment Under \$500
			5,921.44	010050080 4410	Site Safety / Fixed Assets \$500-\$5000
			6,459.75	010050080 5826	Site Safety / Licensing/Software,Maint/Supp
M20R0237	SAMS CLUB	870.00	217.50	010055175 4325	State Standards-MATH / Office Supplies
			217.50	010055275 4325	State Standards-ELA / Office Supplies
			217.50	010055675 4325	State Standards-READING / Office Supplies
			217.50	010055775 4325	State Standards-CGI / Office Supplies
M20R0239	FOLLETT SCHOOL SOLUTIONS INC.	2,432.19	2,432.19	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0245	SCHOOL SERVICES OF CALIFORNIA	4,310.00	4,310.00	012849380 5813	Fiscal Services / Consultant
M20R0256	ILLUMINATE EDUCATION INC.	28,629.00	7,157.25	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			21,471.75	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
M20R0257	EAGLE SOFTWARE INC.	27,356.60	6,839.15	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			20,517.45	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
M20R0258	EDLIO INC.	8,160.00	2,040.00	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			6,120.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
M20R0259	SCHOOL LOOP INC.	17,733.90	17,733.90	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
M20R0261	APPLE COMPUTER ORDER DEPARTMEN	249,939.32	42,864.90	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			207,074.42	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0264	NEW HORIZONS COMPUTER LEARNING	2,677.50	2,677.50	012109078 5899	Tech/Media Office Operation / Other Operating Expenses

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M20R0265	BEACH WIRE & CABLE INC.	750.38	750.38	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0267	AMAZON.COM LLC	27.19	27.19	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0278	LEAF CAPITAL FUNDING LLC	8,991.25	8,991.25	012719385 5640	Purchasing / Outside Services - Leases
M20R0279	VIRCO MANUFACTURING	4,795.81	4,795.81	010114955 4399	Title I - Masuda / Equipment Under \$500
M20R0280	COALITION FOR ADEQUATE SCHOOL	568.00	568.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
M20R0282	PAUL H. BROOKES PUBLISHING CO.	1,023.23	1,023.23	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R0284	AMAZON.COM LLC	184.76	184.76	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0288	WILSON LANGUAGE TRAINING CORPO	656.54	656.54	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0289	HEINEMANN	827.46	827.46	011235675 4220	State Standards Discrt-READING / Unadopted Textbooks Ref
M20R0290	LLANO, ADRIAN HAL	70,000.00	70,000.00	010050080 4329	Site Safety / Disaster Supplies
M20R0297	APPLE COMPUTER ORDER DEPARTMEN	648.15	648.15	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0298	AMAZON.COM LLC	31.09	31.09	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0301	CDWG	333.31	333.31	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0306	CLEARVISION TECHNOLOGIES	2,625.00	656.25	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			1,968.75	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
M20S8000	SPICERS PAPER INC	32,710.62	30,919.40	011000000 9320	Revenue Limit - State Revenues / STORES
			1,791.22	012059385 4330	Publications / Printing/Xerox Supplies
M20S8001	EMPIRE CLEANING SUPPLY	7,410.55	7,410.55	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8002	ADVANTAGE WEST INVESTMENT ENTE	23,032.02	23,032.02	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8003	P & R PAPER SUPPLY COMPANY	1,208.29	1,208.29	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8004	CANNON SPORTS	1,149.36	1,149.36	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8005	SCHOOL SPECIALTY	378.89	378.89	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8006	HILLYARD / LOS ANGELES	231.58	231.58	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8007	INDUSTRIAL FORMULATORS INC.	685.26	685.26	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8008	LIBERTY FLAGS	787.87	787.87	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8009	XEROX CORPORATION	2,131.50	2,131.50	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8010	GRAINGER INC.	447.80	447.80	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8011	UNITED HEALTH SUPPLIES	2,415.74	2,415.74	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8012	WAXIE	98.53	98.53	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8013	SOUTHWEST SCHOOL AND OFFICE SU	4,263.00	4,263.00	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	2,215,276.22	2,211,716.22		

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M20M4047	SHAW INDUSTRIES INC.	3,851.08	3,851.08	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
M20M4053	ADVANTAGE WEST INVESTMENT ENTE	394.68	394.68	120016098 4340	Extended School Instructional / Custodial Supplies
M20R0033	ADVENTURE CITY	1,595.00	1,595.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0034	JUMP O'RAMA INFLATABLES INC	190.00	190.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0035	GLOWZONE HUNTINGTON BEACH LLC	717.00	717.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0062	SMART & FINAL	5,000.00	5,000.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
M20R0063	SAMS CLUB	5,000.00	5,000.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
M20R0064	JUMP O'RAMA INFLATABLES INC	580.00	580.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0066	BOOMERS	3,672.00	3,672.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0067	PIRATES DINNER ADVENTURE	2,760.00	2,760.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0071	JUMP O'RAMA INFLATABLES INC	388.00	388.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
M20R0072	THE KITE CONNECTION INCORPORAT	975.00	975.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
M20R0073	HARBOR BREEZE CORPORATION	1,400.00	1,400.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0076	GET AIR SURF CITY	800.00	800.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0077	JUMP O'RAMA INFLATABLES INC	650.00	650.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
M20R0079	NICKEL! NICKEL!	960.00	960.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0080	BUFFETS INC.	1,170.00	1,170.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0081	MULLIGAN FAMILY FUN CENTER	2,803.35	2,803.35	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0082	JUMP O'RAMA INFLATABLES INC	508.00	508.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
M20R0083	HOWIE'S GAME SHACK	840.00	840.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0101	ORANGE COUNTY FAIR AND EXPOSIT	2,362.50	2,362.50	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0158	RALPHS GROCERY COMPANY	1,000.00	1,000.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
M20R0166	CERTIFIED TRANSPORTATION BUS C	1,785.57	1,785.57	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
M20R0167	CERTIFIED TRANSPORTATION BUS C	1,418.28	1,418.28	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
M20R0184	ORANGE COUNTY COUNCIL, BOY SCO	1,000.00	1,000.00	120016086 5812	Outdoor Education - Child Care / Admission Costs
M20R0185	JUMP O'RAMA INFLATABLES INC	371.74	371.74	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
M20R0195	CONSTRUCTIVE PLAYTHINGS	685.03	685.03	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0196	ORIENTAL TRADING COMPANY	73.89	73.89	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0197	LAKESHORE LEARNING MATERIALS	119.59	119.59	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0207	KNOTT'S BERRY FARM	4,620.00	4,620.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0210	BARNES AND NOBLE	336.86	336.86	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0217	RALPHS GROCERY COMPANY	2,000.00	2,000.00	123206098 4310	Extended School Food Service / Instructional Supplies
M20R0219	SMART & FINAL	5,000.00	5,000.00	123206098 4710	Extended School Food Service / Food

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FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0220	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0221	SAMS CLUB	2,000.00	2,000.00	123206098 4710	Extended School Food Service / Food
M20R0222	WHAT A LOT OF PIZZA	500.00	500.00	123206098 4710	Extended School Food Service / Food
M20R0223	RALPHS GROCERY COMPANY	5,000.00	5,000.00	123206198 4710	State Preschool Food Services / Food
M20R0226	SMART & FINAL	5,000.00	5,000.00	123206198 4710	State Preschool Food Services / Food
M20R0227	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0228	SAMS CLUB	500.00	500.00	123206198 4710	State Preschool Food Services / Food
M20R0229	RALPHS GROCERY COMPANY	5,000.00	5,000.00	123206198 4710	State Preschool Food Services / Food
M20R0230	SMART & FINAL	5,000.00	5,000.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
M20R0231	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0232	SAMS CLUB	500.00	500.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
M20R0233	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	120336098 4325	Extended School Administration / Office Supplies
M20R0249	LAKESHORE LEARNING MATERIALS	2,169.56	2,169.56	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0250	LAKESHORE LEARNING MATERIALS	520.91	520.91	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0251	DISCOUNT SCHOOL SUPPLY	343.36	343.36	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0252	S & S WORLDWIDE	380.61	380.61	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0253	S & S WORLDWIDE	380.61	380.61	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0269	HOME DEPOT	556.25	556.25	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0270	DEPARTMENT OF SOCIAL SERVICES	121.00	121.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0271	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0272	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0273	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0274	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0275	DEPARTMENT OF SOCIAL SERVICES	260.76	260.76	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0276	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120016198 5899	State Preschool Instructional / Other Operating Expenses
M20R0277	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	120017598 5899	Child Dev Cntr Preschool Instr / Other Operating Expenses
M20R0281	HOME DEPOT	558.75	558.75	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0287	ARIEL SUPPLY INC.	1,233.00	1,233.00	120336098 4325	Extended School Administration / Office Supplies
M20R0291	SUNSET SCREEN PRINTING	232.73	232.73	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
M20R0295	LAKESHORE LEARNING MATERIALS	424.00	424.00	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0296	ORIENTAL TRADING COMPANY	34.76	34.76	120016198 4310	State Preschool Instructional / Instructional Supplies
Fund 12 Total:		107,437.87	107,437.87		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4005	CALIFORNIA PEST MANAGEMENT	31,196.00	3,060.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20M4020	NAPA AUTO PARTS	8,500.00	500.00	133207380 4349	Cafeteria Fund / Transportation Supplies (only)
M20R0037	AMECI'S PIZZA	40,000.00	40,000.00	133207380 4710	Cafeteria Fund / Food
M20R0038	CHEFS' TOYS	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
M20R0039	CLEARBROOK FARMS INC	65,000.00	65,000.00	133207380 4710	Cafeteria Fund / Food
M20R0040	DOMINO'S PIZZA	40,000.00	40,000.00	133207380 4710	Cafeteria Fund / Food
M20R0041	GOLD STAR FOODS	175,000.00	175,000.00	133207380 4710	Cafeteria Fund / Food
M20R0042	P & R PAPER SUPPLY COMPANY	5,000.00	5,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
M20R0043	PJ OF SOUTHERN CALIFORNIA LP	25,000.00	25,000.00	133207380 4710	Cafeteria Fund / Food
M20R0045	PICK UP STIX	30,000.00	30,000.00	133207380 4710	Cafeteria Fund / Food
M20R0046	PREFERRED MEAL SYSTEMS INC	175,000.00	175,000.00	133207380 4710	Cafeteria Fund / Food
M20R0047	S & S BAKERY INC	10,000.00	10,000.00	133207380 4710	Cafeteria Fund / Food
M20R0048	SANDWICH WORLD	15,000.00	15,000.00	133207380 4710	Cafeteria Fund / Food
M20R0050	SAMS CLUB	1,000.00	1,000.00	133207380 4710	Cafeteria Fund / Food
M20R0051	SMART & FINAL	100.00	100.00	133207380 4710	Cafeteria Fund / Food
M20R0052	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
M20R0053	SWIFT PRODUCE	15,000.00	15,000.00	133207380 4710	Cafeteria Fund / Food
M20R0074	ISITE SOFTWARE LLC	895.00	895.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
M20R0075	HEARTLAND PAYMENT SYSTEMS	1,350.00	1,350.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
M20R0092	CHEFS' TOYS	540.00	540.00	133207380 5899	Cafeteria Fund / Other Operating Expenses
M20R0121	TEKVISIONS INC	14,578.13	14,578.13	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
M20R0294	GRAINGER INC.	51.19	51.19	133207380 4325	Cafeteria Fund / Office Supplies
M20R0299	LEVEL 27 MEDIA	304.50	304.50	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agency
M20R0300	HEARTLAND PAYMENT SYSTEMS	4,191.00	4,191.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
Fund 13 Total:		659,705.82	623,569.82		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4076	POWER PLUS	40,540.00	40,540.00	142864789 6218	Def Maint-Courreges / Electrical Building Improvemen
M20M4077	POWER PLUS	39,780.00	39,780.00	142864989 6218	Def Maint-Masuda / Electrical Building Improvemen
M20M4078	KYA SERVICES LLC	110,645.27	110,645.27	142864789 6210	Def Maint-Courreges / Carpet Building Improvement
M20M4079	KYA SERVICES LLC	24,265.32	24,265.32	142864789 6299	Def Maint-Courreges / Other Building & Improvement
M20M4080	KYA SERVICES LLC	119,829.11	119,829.11	142864989 6210	Def Maint-Masuda / Carpet Building Improvement
M20M4081	KYA SERVICES LLC	6,579.53	6,579.53	142864989 6299	Def Maint-Masuda / Other Building & Improvement
Fund 14 Total:		341,639.23	341,639.23		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0115	WILLIAMS SCOTSMAN INC	13,486.12	13,486.12	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
M20R0125	WILLIAMS SCOTSMAN INC	13,486.12	13,486.12	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
M20R0129	WILLIAMS SCOTSMAN INC	446.53	446.53	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
M20R0131	WILLIAMS SCOTSMAN INC	8,736.86	8,736.86	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
M20R0191	DIVISION OF THE STATE ARCHITEC	62,350.00	62,350.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bld
M20R0192	DIVISION OF THE STATE ARCHITEC	62,350.00	62,350.00	213011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer Fees-Bld
M20R0193	DIVISION OF THE STATE ARCHITEC	88,050.00	88,050.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R0194	DIVISION OF THE STATE ARCHITEC	72,750.00	72,750.00	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20R0234	UNITED SITE SERVICES INC	441.33	441.33	213014980 5645	GOB, ELECTION 2016-Masuda / Outside Srvs-Repairs &
M20R0243	DIVISION OF THE STATE ARCHITEC	17,973.30	17,973.30	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
M20R0247	RACHLIN PARTNERS INC	169,940.00	169,940.00	213014980 6224	GOB, ELECTION 2016-Masuda / Construction Managers
M20R0248	RACHLIN PARTNERS INC	169,940.00	169,940.00	213014780 6224	GOB, ELECTION 2016-Courreges / Construction Managers
M20R0268	ORANGE COUNTY HEALTH CARE AGEN	844.00	844.00	213014780 6222	GOB, ELECTION 2016-Courreges / Inspection Svcs Bldg
Fund 21 Total:		680,794.26	680,794.26		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4046	A GOOD SIGN	14,000.00	14,000.00	402863790 5645	Modernization - Oka / Outside Srvs-Repairs & Mainten
M20R0142	GOVERNMENT FINANCIAL STRATEGIE	5,000.00	5,000.00	402849380 5813	Spec Res Fiscal Services / Consultant
M20R0169	ATKINSON ANDELSON LOYA RUDD &	20,000.00	20,000.00	402969380 5830	Property - Legal Services / Legal Fees
M20R0293	CITY OF ORANGE	50.00	50.00	403019380 5860	FVSD Investment - Expense / Permits & Fees
Fund 40 Total:		39,050.00	39,050.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0017	PROCARE WORK INJURY CENTER	3,000.00	3,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
M20R0023	KEENAN & ASSOCIATES	2,800.00	2,800.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
M20R0024	KEENAN & ASSOCIATES	870,000.00	870,000.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
M20R0026	DEPARTMENT OF INDUSTRIAL RELAT	7,000.00	7,000.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
	Fund 68 Total:	882,800.00	882,800.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0016	P & A ADMINISTRATIVE SERVICES	190,000.00	190,000.00	695019470 3701	Insurance Health/Welfare-Retir / RETIREE
M20R0021	P & A ADMINISTRATIVE SERVICES	2,000.00	2,000.00	695009470 5813	Insurance Health/Welfare / Consultant
M20R0022	KEENAN & ASSOCIATES	19,500.00	19,500.00	695009470 5899	Insurance Health/Welfare / Other Operating Expenses
Fund 69 Total:		211,500.00	211,500.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/23/2018

FROM 07/01/2018 TO 07/31/2018

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			5,098,507.40		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/23/2018

FRO 07/01/2018 TO 07/31/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:			+0.00		
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FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2018 28

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	3,364.00	
7619	IFT-TRFS OUT ALL OTHER IFTs		1,250,000.00
9712	NONSPENDABLE STORES	20,858.00	
9713	NONSPENDABLE PREPAID EXPENSE		1,875.00
9780	OTHER ASSIGNMENTS		3,364.00
9790	UNASSIGNED/UNAPPROPRIATED	1,251,875.00	20,858.00
Subfund Total:		1,276,097.00	1,276,097.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 29

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES		38,580.00
3202	PERS-CLASSIFIED		54,002.00
7350	TRANSFER INDIRECT COST IFT		39,481.00
9713	NONSPENDABLE PREPAID EXPENSE		27,625.00
9740	RESTRICTED BALANCE	159,688.00	
Subfund Total:		159,688.00	159,688.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 30

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
3202	PERS-CLASSIFIED		2,405.00
4700	FOOD		10,592.00
7350	TRANSFER INDIRECT COST IFT		6,338.00
9712	NONSPENDABLE STORES		5,919.00
9713	NONSPENDABLE PREPAID EXPENSE		25.00
9740	RESTRICTED BALANCE	25,279.00	
Subfund Total:		25,279.00	25,279.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 31

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1414 DEFERRED MAINTENANCE

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
5800	PROF/CONS SERV & OPER EXPENSE		452.00
6200	BUILDING AND IMPROVE OF BLDGS		3,768.00
9760	OTHER COMMITMENTS	4,220.00	
Subfund Total:		4,220.00	4,220.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 32

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.
--

Object	Description	FROM	TO
8900	INCOMING TRANSFERS		7,672,444.00
9780	OTHER ASSIGNMENTS		7,672,444.00
Subfund Total:		0.00	15,344,888.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 33

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4041 SPEC RES/COP 2017

Object	Description	FROM	TO
Subfund Total:		0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2018 34

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6769 INSURANCE HEALTH/WELFARE
--

Object	Description	FROM	TO
3401	HEALTH & WELFARE-CERTIFICATED		27,867.00
9713	NONSPENDABLE PREPAID EXPENSE		30,245.00
9790	UNASSIGNED/UNAPPROPRIATED	58,112.00	
Subfund Total:		58,112.00	58,112.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2018 16

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	2,025.00	9,379.00
1300	SUPERVISION AND ADMINISTRATORS		31,838.00
2200	CLASSIFIED SUPPORT		2.00
2900	OTHER CLASSIFIED SALARIES	2,209.00	
3101	STRS-CERTIFICATED POSITIONS		743.00
3102	STRS-CLASSIFIED		37.00
3313	MEDICARE-CERTIFICATED		91.00
3314	MEDICARE-CLASSIFIED		4.00
3353	ARP-CERTIFICATED		2.00
3402	HEALTH & WELFARE-CLASSIFIED		150.00
3601	WORKERS'COMP-CERTIFICATED		141.00
3602	WORKERS'COMP-CLASSIFIED		275.00
4100	TEXTBOOKS	89.00	
4200	BOOKS OTHER THAN TEXTBOOKS		30.00
4300	MATERIALS & SUPPLIES	9,207.00	5,272.00
4400	NONCAPITALIZATION EQUIPMENT	755.00	
5200	TRAVEL & CONFERENCES	469.00	20.00
5600	RENTAL,LEASE,REPAIR & NON CAP	159,082.00	
5800	PROF/CONS SERV & OPER EXPENSE	9,314.00	9,369.00
7612	IFT BETWEEN GEN,&SPEC.RES.FUND		125,797.00
Subfund Total:		183,150.00	183,150.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2018 17

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017
--

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		834.00
3202	PERS-CLASSIFIED		204.00
5800	PROF/CONS SERV & OPER EXPENSE		11,183.00
6200	BUILDING AND IMPROVE OF BLDGS	12,221.00	
Subfund Total:		12,221.00	12,221.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2018 18

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES		321.00
5800	PROF/CONS SERV & OPER EXPENSE	321.00	
Subfund Total:		321.00	321.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 08/23/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy



Fountain Valley School District
Support Services

MEMORANDUM

TO: Mark Johnson
FROM: Cara Robinson, Director of Support Services
SUBJECT: **INDEPENDENT CONTRACT FOR BEHAVIOR SOLUTIONS**
DATE: August 6, 2018

Background:

In the past, WOCCE has contracted with Leigh Perales from Behavior Solutions to support students with Autism that require behavioral supervision and support. In the 2018-2019 school year, WOCCE will no longer contract directly with Behavior Solutions due to the fact that individual districts within the SELPA are now opting out of this service, while others have their own contracts with the company.

Fountain Valley still wishes to contract with Leigh as she provides staff consultation and student supervision on current students that attend Newland Elementary. These are services that are bound by previous IEP agreement and, therefore, need to continue until other decisions in IEP meetings are made.

Fiscal Impact:

Not to exceed \$7,000.00

Recommendation:

It is recommended that the Board of Trustees approve the contract between Fountain Valley School District and Behavior Solutions for the 2018-2019 school year.



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Diane Sharpe, Food Service Director
SUBJECT: **AUTHORIZE THE USE OF WHITTIER UNION HIGH SCHOOL DISTRICT (#1617-105 MILK AND DAIRY PRODUCTS) BID**
DATE: August 13, 2018

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Whittier Union High School District went out to bid for dairy products on June 12, 2016 and awarded Clearbrook Farms, Inc. the contract. The Whittier Union High School District is rolling over this bid for the 2018-2019 school year and Fountain Valley School District has been offered this extension as well.

Fiscal Impact:

The use of the Whittier Union High School District #1617-105 Dairy Bid (piggyback) allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board authorizes the Superintendent or his designee, to approve the use of the 2018-2019 rollover of the Whittier Union High School District (#1617-105 Milk and Dairy Products) bid.



June 20, 2018

Diane Sharpe
Director of Food Service
Fountain Valley School District

Thank you for agreeing to piggyback on the Whittier Union High School District Beverages Bid # 1617-105 for school year 2018/2019.

Clearbrook Farms will allow Fountain Valley School District to piggyback on the Whittier Union High School District Beverages Bid # 1617-105 for school year 2018/2019.

Clearbrook Farms would like to thank you for trusting us with all your dairy needs. We look forward to a great school year with Fountain Valley School District

Thank you,

Wayne Prins
President
7011 Stewart and Gray Rd.
Downey CA, 90241
562-806-8011 Phone
562-806-4611 Fax

MEMORANDUM OF TRANSMITTAL

DATE: April 21, 2016
Attn: Bid Processing Department
TO: Interested Vendors/Parties
RE: 2016/17 FOOD SERVICES BID PACKAGES DUE MAY 26, 2016

For convenience purposes, it is the Purchasing Department's preferred choice for vendors to visit and navigate through our user friendly website at www.wuhsd.org to download any and/or all of the 2016/17 Campus Catering/Food Service Bids.

All bid documentation will become available via district website effective Friday, April 22, 2016.

If for any reason you would prefer to have bid(s) mailed to you directly, please let us know by sending an email to diana.pena@wuhsd.org or by placing a phone call to 562-698-8121, extension 1101 no later than bid deadline of May 26, 2016.

The following bids will be titled as follows below on the WUHSD website:

- Bid No. 1617-101 (canned & dry food products)
- Bid No. 1617-102 (frozen foods)
- Bid No. 1617-103 (snack foods)
- Bid No. 1617-104 (paper products)
- Bid No. 1617-105 (beverages)

Please feel free to call us for any assistance when opting to download forms from our district website. Thank you for your assistance with our request.

Best to All,

DIANA PEÑA
Purchasing Department
Whittier Union High School District
(562)•698•8121 Ext: 1101
Diana.pena@wuhsd.org

DP:dp



...to achieve and maintain excellence...

DIANA PEÑA

Purchasing Department
Whittier Union High School District.
(562)•698•8121 Ext: 1101
Diana.pena@wuhsd.org

MEMORANDUM OF TRANSMITTAL

DATE: April 25, 2016

Attn: Bid Processing Department

TO: Interested Vendors/Parties

RE: "2nd MEMO" 2016/17 FOOD SERVICES BID PACKAGES DUE MAY 26, 2016

Please be advised that either one or all of the bids below will be mailed approximately on or before April 28th because either we did not hear back from you -- or you specifically requested copies sent via U.S. mail.

Although we prefer that you download the bid packages, make certain that you contact me no later than Wednesday, April 27th for any U.S. mailings of bid packages.

See bid packages via website at www.wuhsd.org now available for your convenience below:

Bid No. 1617-101 (canned & dry food products)
Bid No. 1617-102 (frozen foods)
Bid No. 1617-103 (snack foods)
Bid No. 1617-104 (paper products)
Bid No. 1617-105 (beverages)

Please feel free to download forms from our district website at www.wuhsd.org should you need additional copies. Thank you and please call Purchasing at 562-698-8121, ext. 1100 for any assistance/questions.

NOTE: A&R Foods, U.S. Foods, Interboro Pkg.Corp., P&R Paper, Driftwood, Tama Trading, Newport Farms, Clear Brook, Sunrise Packaging Products, and Goldstar Foods will be either picking up or downloading their bid packages.

Best to All,

D. Peña
Diana Pena,
Purchasing, Clerk II

DP:dp

To: Whittier Daily News Attn.: Legal Notices	This legal notice is to be published on the following dates:
Email: Miki Almeida Phone: (626) 544-0885	FIRST PUBLICATION: April 22, 2016 SECOND PUBLICATION: April 29, 2016

**Whittier Union High School District
Whittier, California**

REQUEST FOR BID

NOTICE IS HEREBY GIVEN that the Board of Trustees of the WHITTIER UNION HIGH SCHOOL DISTRICT will receive sealed bids for the award of a contract for the following Project:

BID NO. 1617-105 Beverages

Bids will be accepted **before 3:00:00 p.m., Thursday, May 26, 2016, for Bid No.1617-105** and all be opened and publicly read immediately thereafter at the Whittier Union High School District Purchasing Office, **Building "A"**, 9401 So. Painter Ave., Whittier, CA 90605, where they shall be listed for acceptance and award by the Board of Trustees at a regular meeting.

Each bid shall be in accordance with the plans and specifications supplied by the Purchasing Department. Each bidder may obtain one (1) set of bid Documents at no cost or for electronic download from the District Purchasing Website. For further information, contact the Purchasing Department at (562) 698-8121 x1100.

The District reserves the right to reject any and all bids or to waive irregularities in any proposal.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

By order of the Board of Trustees of the Whittier Union High School District.

Eileen M. Chavez

Eileen M. Chavez
Purchasing Supervisor
WHITTIER UNION HIGH SCHOOL DISTRICT

WHITTIER UNION HIGH SCHOOL DISTRICT
 Campus Catering/Food Service Department
 9401 South Painter Avenue, Whittier, CA 90605
 (562) 698-8121 Fax: (562) 907-6965

June 22, 2016

Bid Coordinator
Clearbrook Farms, Inc
 7011 Stewart & Gray Rd.
 Downey, CA 90241

Dear Bid Coordinator,

Thank you for submitting prices for our **Bid #1617-105: Beverages**. The following items were awarded to Clearbrook Farms, Inc. for the 2016/17 school year for a bid period of 07/01/16 to 06/30/17.

ITEM NO.	DISTRICT ITEM NO.	DESCRIPTION	BRAND	UNIT	PRICE
01	00605	Lemonade, Gallon-Catering	Rockview	1.00 gallon	1.29
02	00606	Punch, Gallon-Catering	Rockview	1.00 gallon	1.29
03	00607	Orange Juice, Gallon-Catering	Rockview	1.00 gallon	3.99
04	00630A	Flavored Creamer, French Vanilla	International Delight	288/cs	21.99
05	00630B	Flavored Creamer, Hazelnut	International Delight	288/cs	21.99
06	00630C	Flavored Creamer, Irish Cream	International Delight	288/cs	21.99
07	00630D	Flavored Creamer, Amaretto	International Delight	288/cs	21.99
08	00631	Half & Half Creamer 3/8 oz. #21001	Rockview	400/cs	14.99
09	02002	Cheese, Cottage Cheese Lowfat	Rockview	5#	6.75
10	02005	Cheese, Parmesan Fancy	Montallegro	5#	13.99
11	02006	Cheese, Swiss Sliced	Schreiber	5#	9.99
12	02010	Cheese, Feta	Stella	9#	19.49
13	02090	Dairy, Cream Cheese Ind. Cups	Smithfield	100 cup/cs	15.29
14	02096	Dairy, Margarine Prints, Regular	Ventura	30# cs of 1#	19.99
16	02100A	Dairy, Sour Cream	Rockview	5#	5.99
17	02100B	Dairy, Sour Cream	Lilly	Pint	1.69
18	02103	Dairy, Cream Cheese Bulk	Smithfield	3#	6.99
19	02104	Milk, 1% 12 oz. Plastic Bottle	Rockview	1 bottle	0.50
20	02105	Dairy, Eggs Fresh	Rockview	15 dozen/cs	18.90
21	02107	Dairy, Punch/Lemonade 1/2 pt.	Rockview	1 carton	0.20
22	02108	Dairy, Horchata	La Siesta	1 bottle/pt	0.72
23	02109	Juice, Orange 12 oz.	Rockview	1.00 carton	0.56
24	02110	Juice, Orange 8 oz Plastic	Rockview	1.00 bottle	0.46
25	02111	Juice, Orange 1/2 pt carton	Rockview	1.00 each	0.22
26	02112	Juice, Apple 1/2 pt carton	Rockview	1.00 each	0.175

27	02113	Juice, Wildberry 1/2 pt carton	Rockview	1.00 each	0.1750
28	02114	Juice, 100% Fruit Punch 1/2 pt carton	Rockview	1.00 each	0.1750
29	02115	Juice, Orange 100% 4oz carton	Rockview	1.00 each	0.1250
30	02117	Juice, Apple 100% 4 oz carton	Rockview	1.00 each	0.1025
31	02118	Juice, Fruit Punch 100% 4 oz carton	Rockview	1.00 each	0.11
32	02119	Juice, Wildberry 100% 4 oz carton	Rockview	1.00 each	0.11
33	02120	Dairy, Milk, White 2%	Rockview	1 gallon	2.39
34	02121	Dairy, Milk, White Whole	Rockview	1 gallon	2.49
35	02122	Milk, White 1% 1/2 pt carton	Rockview	1 each	0.1575
36	02123	Milk, White Whole 1/2 pt carton	Rockview	1 each	0.17
37	02125	Milk, Chocolate Nonfat 1/2 pt carton	Rockview	1 each	0.147
38	02126	Milk, Nonfat White 1/2 pt carton	Rockview	1 each	0.14
39	02127	Milk, Strawberry Nonfat 1/2 pt carton	Rockview	1 each	0.16
40	02129	Dairy, IC Sandwich	North Star	24 ct/cs	7.50
41	02132	Yogurt Asst. Flavor 1/2 pt	Yami	1.00 each	0.60
42	02134	Yogurt, Bulk 32# tub	Rockview	1.00 each	27.29
43	02141	Milk, Chocolate 1%	Rockview	12 oz.	0.50
44	02147	Dairy, Juice Bar/Tropical Blend	Nutri-Freeze	48 ct/box	14.00
45	02149	Dairy, Sherbet Cups	Wonder	24 ct/box	4.99
46	02150	Dairy, Fudge Bars	North Star	24 ct/box	6.75
47	02156	Dairy, Super Pops	North Star	1 dozen	3.50
48	02157	Dairy, Ice Cream Bulk	Rockview	3 gallon	15.79

We are looking forward to a successful school year.

Thank you.

Sincerely,



Judy Rooks
Director of Food Services

Whittier Union HSD



"To achieve and maintain excellence"

Agenda Item Details

Meeting	Jun 12, 2018 - Board of Trustees Meeting
Category	12. Consent Calendar
Subject	12.13 Consider Approval to Extend Bid Numbers 1617-101 Canned & Dry Foods Products, 1617-104 Paper Products, and 1617-105 Beverages
Type	Action (Consent)

Approval is requested to extend the following bids for one more year through June 30, 2019:

- Bid No. 1617-101 Canned & Dry Foods Products, Tama Trading Co., Inc.
- Bid No. 1617-104 Paper Products, P & R Paper Supply Company, Inc.
- Bid No. 1617-105 Beverages, Clearbrook Farms

MEMORANDUM OF TRANSMITTAL

DATE: April 21, 2016
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RE: 2016/17 FOOD SERVICES BID PACKAGES DUE MAY 26, 2016

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Best to All,

DIANA PEÑA

Purchasing Department
Whittier Union High School District
(562)•698•8121 Ext: 1101
Diana.pena@wuhsd.org

DP:dp



DIANA PEÑA
 Purchasing Department
 Whittier Union High School District.
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 Diana Pena,
 Purchasing, Clerk II

DP:dp

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Whittier, California**

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By order of the Board of Trustees of the Whittier Union High School District.

Eileen M. Chavez

Eileen M. Chavez
Purchasing Supervisor
WHITTIER UNION HIGH SCHOOL DISTRICT

WHITTIER UNION HIGH SCHOOL DISTRICT
 Campus Catering/Food Service Department
 9401 South Painter Avenue, Whittier, CA 90605
 (562) 698-8121 Fax: (562) 907-6965

June 22, 2016

Bid Coordinator
Clearbrook Farms, Inc
 7011 Stewart & Gray Rd.
 Downey, CA 90241

Dear Bid Coordinator,

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43	02141	Milk, Chocolate 1%	Rockview	12 oz.	0.50
44	02147	Dairy, Juice Bar/Tropical Blend	Nutri-Freeze	48 ct/box	14.00
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48	02157	Dairy, Ice Cream Bulk	Rockview	3 gallon	15.79

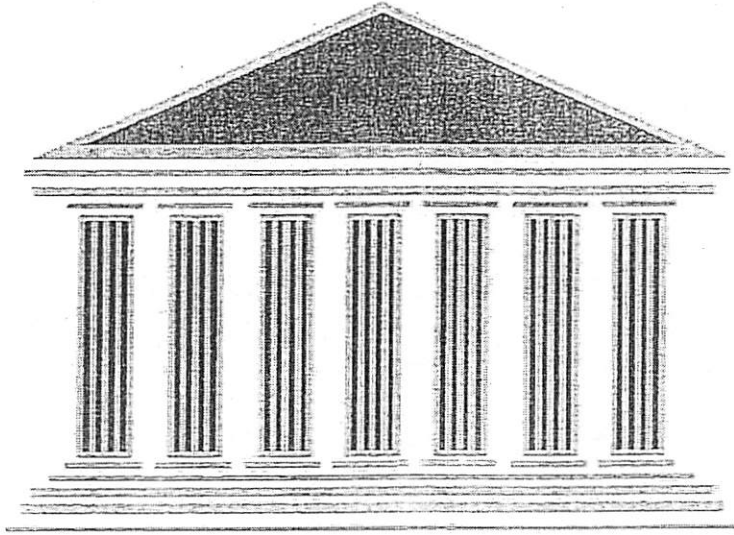
We are looking forward to a successful school year.

Thank you.

Sincerely,



Judy Rooks
Director of Food Services



BID Number 1617-105

BEVERAGES

WHITTIER UNION HIGH SCHOOL DISTRICT
9401 So. Painter Avenue
Whittier, CA 90605

Issue Date: April 22, 2016

Bid Opening Date/Time: May 26, 2016 at 3:00:00 pm

- 57500
- Driftwood
- AR

WHITTIER UNION HIGH SCHOOL DISTRICT
Purchasing Department - Bldg. "A9"
9401 South Painter Ave.
Whittier, CA 90605

DATE: April 22, 2016

SUBJECT: Bid No. 1617-105

FOR: Beverages

Bid Opening Date: May 26, 2016 Time: 3:00:00 pm

Please bid your **lowest prices** for the items or services on the attached sheets. Before bidding please read the Instructions and Conditions and Specifications, which are attached.

Submit all bids in the furnished sealed envelope showing the Bid Number, opening date, and opening time. Bid **must** reach the Purchasing Office at the address listed above by the time and date shown above. It is the bidders' sole responsibility to see that their bid is received by the date and time specified in the Purchasing Department.

If further information is desired call the Purchasing Department at (562) 698-8121, ext. 1100

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of <u>0</u> % <u>0</u> days.	
FIRM NAME:	<u>Clearbrook Farms, Inc</u>
SIGNED BY:	<u>Wayne P</u> <small>(Manual signature - unsigned bids will be rejected)</small>
TITLE:	<u>President</u>
DATE:	<u>5-24-16</u>
ADDRESS:	<u>7011 Stewart + Gray Rd</u> <u>Downey, Calif 90241</u>
PHONE NO.:	<u>562 806-8011</u>
FAX NO.:	<u>562 806-4611</u>
EMAIL:	<u>wayne.p@clearbrookfarms.net</u>

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your bid.

WHITTIER UNION HIGH SCHOOL DISTRICT
9401 South Painter Avenue
Whittier, California 90605

BEVERARAGE
BID FORM
BID # 1617-105

Bid opening date: May 26, 2016

COMPANY NAME: Clearbrook Farms, Inc.


ITEM NO.	DIST. ITEM NO.	DESCRIPTION	UNIT per Case	EST. QTY.	BRAND/TRADE NO.	NET UNIT PRICE	NET TOTAL PRICE
01	00605	Lemonade, Gallon-Catering	1 gallon each	85	Rockview	1.29	109.65
02	00606	Punch, Gallon-Catering	1 gallon each	130	Rockview	1.29	167.70
03	00607	Orange Juice, Gallon-Catering	1 gallon each	190	Rockview	3.99	758.10
04	00630A	Flavored Creamers, French Vanilla	288/cs	45	International Delight	21.99	989.55
05	00630B	Flavored Creamers, Hazelnut #71005	288/cs	25	International Delight	21.99	549.75
06	00630C	Flavored Creamers, Irish Cream #71002	288/cs	25	International Delight	21.99	549.75
07	00630D	Flavored Creamers, Amarello #71004	288/cs	25	International Delight	21.99	549.75
08	00631	Half&Half Creamer 3/8oz #21001	400/ cs	39	Rockview	14.99	584.61
09	02002	Cheese, Cottage Cheese lowfat	5#	125	Rockview	6.75	843.75
10	02005	Cheese, Parmesan fancy	5#	60	Montallegro	13.99	839.40

Wayne P.

ITEM NO.	DIST. ITEM NO.	DESCRIPTION	UNIT per Case	EST. QTY.	BRAND/ TRADE NO.	NET UNIT PRICE	NET TOTAL PRICE
11	02006	Cheese, Swiss sliced	5#	7	Schreiber	9.99	69.93
12	02010	Cheese, Feta	9#	2	Stella	19.49	38.98
13	02090	Dairy, Cream Cheese Ind. Cups	100 cup/cs	30	Smithfield	15.29	458.70
14	02096	Dairy, Margarine Prints, Regular	1#	20	Ventura	19.99 ^{30th} case	399.80
15	02099	Dairy, Margarine Prints, Transfat Free	1#	12	Ventura	29.79 ^{30th} case	357.48
16	02100A	Dairy, Sour Cream	5#	55	Rockview	5.99	329.45
17	02100B	Dairy, Sour Cream	Pint	125	Lilly	1.69	211.25
18	02103	Dairy, Cream Cheese Bulk	3#	115	Smithfield	6.99	803.85
19	02104	Milk, 1% 12 oz Plastic Bottle	1 bottle	18	Rockview	.50	9.00
20	02105	Dairy, Eggs Fresh	15 dozen/cs	825	Rockview	18.90 case	15,592.50
21	02107	Dairy, Punch/Lemonade 1/2 pt	1 carton	775	Rockview	.20	155.00
22	02108	Dairy, Horchata	1 bottle	1,841	La Siesta	.72	1,325.52
23	02109	Juice Orange 12 oz	1.00 carton	12,700	Rockview	.56	7,112.00
24	02110	Juice Orange 8oz Plastic	1.00 bottle	990	Rockview	.46	455.40
25	02111	Juice Orange 1/2 pt Carton	1.00 each	382,000	Rockview	.22	84,040.00
26	02112	Juice Apple 1/2 pt	1.00 each	213,000	Rockview	.175	37,275.00

ITEM NO.	DIST. ITEM NO.	DESCRIPTION	UNIT per Case	EST. QTY.	BRAND/TRADE NO.	NET UNIT PRICE	NET TOTAL PRICE
27	02113	Juice Wildberry 1/2 pt	1.00 each	319,500	Rockview	.175	55,912.50
28	02114	Juice 100% Fruit Punch 1/2 pt	1.00 each	690,000	Rockview	.175	120,750.00
29	02115	Orange Juice 100% 4 oz	1.00 each	446,200	Rockview	.125	55,775.00
30	02117	Apple Juice 100% 4 oz	1.00 each	198,600	Rockview	.1025	20,356.50
31	02118	Fruit Punch 100% 4 oz	1.00 each	51,600	Rockview	.11	5,676.00
32	02119	Wildberry 100% 4 oz	1.00 each	202,600	Rockview	.11	22,286.00
33	02120	Dairy, Milk White 2%	1 gallon	575	Rockview	2.39	1374.25
34	02121	Dairy, Milk White Whole	1 gallon	75	Rockview	2.49	186.75
35	02122	Milk, White 1% 1/2 pt carton	1 each	421,400	Rockview	.1575	113,620.50
36	02123	Milk, White Whole 1/2 pt carton	1 each	6,400	Rockview	.17	1,088.00
37	02125	Milk, Chocolate Nonfat 1/2 pt carton	1 each	942,900	Rockview	.147	138,606.30
38	02126	Milk, Nonfat White 1/2 pt Carton	1 each	20,300	Rockview	.14	2842.00
39	02127	Milk, Strawberry Nonfat 1/2 pt carton	1 each	223,800	Rockview	.16	35,808.00
40	02129	Dairy, IC Sandwich	24/box	2,150	North Star	7.50	16,125.00
41	02132	Yogurt Assl. Flavors 1/2 pt	1 each	2,180	Yami	.60	130.8.00
42	02134	Yogurt Bulk 32# tub	1.00 each	1,400	Rockview	27.29	38,206.00

WP

Clearbrook Farms 

ITEM NO.	DIST. ITEM NO.	DESCRIPTION	UNIT per Case	EST. QTY.	BRAND/TRADE NO.	NET UNIT PRICE	NET TOTAL PRICE
43	02141	Dairy, Chocolate Milk 1%	12 oz.	25,400	Rockview	.50	12,700.00
44	02147	Dairy, Juice Bar/Tropical Blend	48/ct 4 dozen	225	Nutri-Freeze	14.00	787.50
45	02149	Dairy, Sherbet Cups	24/ct 2 dozen	215	Wonder	4.99	536.43
46	02150	Dairy, Fudge Bars	24/ct 2 dozen	315	North Star	6.75	1063.13
47	02156	Dairy, Super Pops	1 dozen	415	North Star	3.50	1452.50
48	02157	Dairy, Ice Cream Bulk	3 gallon	26	Rockview	15.79	410.54
49	7259	Arrowhead 16.5oz Water "Vending" + CRV	24 bottle/cs	800			
50	7320	Water, 20oz Aquafina Vending replacement +CRV for code#7259	24/case	800			
51	07262A	Bev. Adult Dr. Pepper Value Pack	32cans/cs	35			
52	07262B	Bev. Adult Sprite Value pack	35cans/cs	35			
53	07265A	Ice Dog Bl. Rasp. #124107	60 /cs	75			
54	07265B	Ice Dog Rasp-Lemon #124105	60/cs	30			
55	07265C	Ice Dog Straw-Kiwi 124003	60/cs	100			
56	07265D	Ice Dog Watermelon #124106	60/cs	35			
57	07275A	Beverages, Izze Apple#13074	24cans/cs	75			

BEVERAGE
 BID FORM
 Bid#1617-105

Clearbrook Farms



**Whittier Union High School District
Beverages**

INSTRUCTIONS AND CONDITIONS - BID NUMBER 1617-105

1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. ERRORS AND CORRECTIONS

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

3. SUBSTITUTIONS

Certain specifications are set forth herein for the purpose of establishing standards, and are not intended to preclude any vendor from bidding who can substantially meet these specifications. Vendors may propose material equal to those specified herein, but each deviation from the specification must be clearly identified as such. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the Board of Trustees or their designees. If a bidder does not indicate that he is proposing an item other than that which is specified, it is understood that he is furnishing the item as specified. Shipment of unauthorized substitutions will be returned at the Vendor's expense. Whenever in these specifications, any material is indicated or specified by the proprietary name or patent or by the name of a manufacturer, such specifications shall be deemed to be used for the purposes of facilitating description of the items desired, and shall be deemed to be followed by the words "or equal".

4. SALES TAX

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

5. FAILURE TO BID

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

6. ACCEPTANCE OF BIDS

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

7. PATENTS, ETC.

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

8. FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the Whittier Union High School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Trustees, if requested.

9. BID SIGNATURES

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

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

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

11. REQUIRED DELIVERY DATES (RDD)

Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B. shipping point, and specify freight as a non-taxable line item unless otherwise directed.

12. PAYMENT

Prompt payment for equipment may be requested after actual delivery of goods to the required destination as outlined in the REQUIRED DELIVERY DATES (RDD) conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

13. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

14. HOLD HARMLESS

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

15. AWARD OF BID

Award of this bid shall be made by individual line item or groups of line items to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder must deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

16. WARRANTY/QUALITY

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and product liability standards.

17. PRICING - TERM OF CONTRACT

Contract term is one year, renewable in one year increments. Renewal must be mutually agreeable and in writing. Total term to be no more than three (3) years from time of first award. Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. Production cost price increases in an amount not to exceed the Consumer Price Index as established for the Los Angeles area may be negotiated subject to existing market conditions. In no case shall a price increase be negotiated without being submitted in writing on December 31st and March 31st of each school year. The District reserves the rights to recheck price changes with other companies to insure that claimed price increases are truly necessary. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

18. DOMESTIC ORIGIN

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, materials and supplies not so indicated have been made or produced in the United States or its insular possessions from articles, materials or supplies, mined, produced or manufactured as the case may be, in that area.

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

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

20. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

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

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

Piggyback option granted W.P. (Please Initial)

Piggyback option not granted _____

Exclusions:

Specifications and/or bid sheets are attached.

This form is to be submitted with your bid.

SPECIFICATIONS

I. **INSURANCE REQUIREMENTS:** The bidder shall have in effect at all times while performing services for the DISTRICT the following types of insurance with insurers satisfactory to the DISTRICT:

- a. "All Risk" property damage insurance covering property of the DISTRICT while in the care, custody or control of vendor, including while in transit, written with sufficient limits to insure that a; property owned, leased or in the custody of vendor will be fully insured in the event of loss.
- b. Workers Compensation insurance for statutory limits, and Employers Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- c. Completed Operations liability insurance with minimum amounts of \$1,000,000.00 per occurrence and in the aggregate annually.
- d. Automobile liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- e. As respects all insurance noted in sub-paragraphs c. and d. above, the DISTRICT shall be named as additional insured under such policies. Vendor shall provide DISTRICT with Certificates of Insurance for all categories of insurance as noted in sub-paragraphs a through d.

II. **SPECIAL CONDITIONS FOR BEVERAGES**

1. **Substitutions:** Items listed on this bid have been student tested and approved by them. Substitutions may always be added for fair competition only if noted clearly in writing the name of product, manufacture code and name, case count, unit size and price. Commodity items are added for volume and product code usage. The WUHSD belongs to the Best Commodity Co-op for pricing.
2. **Assignment of Contract:** The vendor shall not assign in whole of any part or any payment due or to become due hereunder without the consent of the Whittier Union High School District in writing.
3. **Financial Responsibility:** Upon request from the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence of his financial responsibility and resources. The District may also request the names of three (3) references with whom similar transactions were made during the previous year.

4. **Bidder contact:** During this time of selection of vendors, all vendors and/or vendor representatives shall direct inquiries regarding this bid ONLY to the Purchasing Department located at the District Office (562) 698-8121 X1100. Any bidder making contact with any other person(s) within the District such as, but not limited to board members, other District employees or their agents, parents, students, etc., either before bid opening or during the period before the Board of Trustees takes action to award the contract, may have their bid removed from consideration.
5. **Contract Term:** Period of this contract will be July 1, 2016 through June 30, 2017.
6. **Delivery Time:** Successful bidder agrees to make daily deliveries, as requested by the Food Services Director. Delivery times will be made as requested by the Food Services Director. The successful bidder will be issued keys and codes to all delivery sites for the delivery of product.

California High School
9800 S. Mills Avenue
Whittier, CA 90604
(2 Stop Locations)

La Serna High School
15301 E. Youngwood Drive
Whittier, CA 90605
(1 Stop Location)

Santa Fe High School
10400 S. Orr & Day Rd.
Santa Fe Springs, CA 90670
(2 Stop Locations)

Pioneer High School
10800 E. Ben Avon St.
Whittier, CA 90606
(2 Stop Locations)

Whittier High School
12417 E. Philadelphia St.
Whittier, CA 90601
(1 Stop Location)

Frontier Snack Bar
9401 S. Painter Ave.
Whittier, CA 90605
(2 Stop Locations)

7. **Delivery Requirement:** Beverages delivered during the period covered by this bid shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Food Services Directors. No product will be represented as being in conformance with the specification when such is not the case. Damaged containers will not be accepted. Unclean crates will not be accepted. Credit will be required on unused products delivered with less than seven (7) days to expiration. A legible delivery receipt signed by the Food Services Personnel must accompany each delivery.

8. **Receiving Ticket:** The successful bidder shall leave a receiving ticket for each school at the time of delivery. Acceptance of product shall be made after inspection by site personnel:
9. **Statements:** Separate statements for each school must be sent by the 10th of each month to:

Whittier Union High School District
Food Services Department
9401 S. Painter Avenue
Whittier, CA 90605

10. **Coding:** The date of production must be clearly stamped on each case or unit.
11. **Sanitation:** All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.
12. **Pack:** If a pack is other than stated on the bid, successful bidder shall specify pack.

END OF SPECIAL CONDITIONS



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Diane Sharpe, Food Service Director
SUBJECT: **AUTHORIZE TO USE OF GARDEN GROVE UNIFIED SCHOOL DISTRICT'S FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS AND SERVICES – RFP NO. 1711**
DATE: August 13, 2018

Background:

The Garden Grove Unified School District is the lead District for the Frozen, Refrigerated, Processed Commodity, Dry Goods and Services RFP No. 1711. The Fountain Valley School District along with seven other school districts are included as participants in this RFP.

School District Participants:

1. Garden Grove Unified School District
2. El Rancho Unified School District
3. El Segundo Unified School District
4. Fountain Valley School District
5. Hacienda La Puente Unified School District
6. Huntington Beach City School District
7. Huntington Beach Union High School District
8. Los Alamitos Unified School District

Fiscal Impact:

The use of the Frozen, Refrigerated, Processed Commodity, Dry Goods and Services – RFP No. 1711 allows the District to purchase these products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board authorizes the Superintendent or his designee, to approve the use of the 2018-2019 Garden Grove Unified School District Frozen, Refrigerated, Processed Commodity, Dry Goods and Services – RFP No. 1711.



GARDEN GROVE UNIFIED SCHOOL DISTRICT

Request for Proposal No. 1711
FROZEN, REFRIGERATED, PROCESSED
COMMODITY, DRY GOODS AND SERVICES
For Food Services

BID DUE: June 26, 2018, 11:00 a.m.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
10331 Stanford Avenue, Garden Grove, CA 92840

Request For Proposal NO. 1711
FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS,
AND SERVICES
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 - W9
 - Product Recall Program
 - Disaster Contingency Plan
 - Food Security and Safety Program

**Garden Grove Unified School District
13301 Stanford Avenue
Garden Grove, CA**

**NOTICE CALLING FOR PROPOSAL
RFP No. 1711**

NOTICE IS HEREBY GIVEN that the Board of Education of the Garden Grove Unified School District, jointly WITH EIGHT (8) SCHOOL DISTRICTS is requesting proposal for **FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS, AND SERVICES**. Proposal will be applicable to the school districts name below, hereinafter referred to as “The Districts”.

School District Participants:

- 1. Garden Grove Unified School District**
- 2. El Rancho Unified School District**
- 3. El Segundo Unified School District**
- 4. Fountain Valley School District**
- 5. Hacienda La Puente Unified School District**
- 6. Huntington Beach City School District**
- 7. Huntington Beach Union High School District**
- 8. Los Alamitos Unified School District**

Proposal must be delivered in sealed envelopes marked “Request For Proposal” No. 1711 to the Purchasing Department 4th Floor, 10331 Stanford Avenue, Garden Grove CA 92840, up to, but no later than, 11:00 a.m. on June 26, 2018. All proposal must be submitted on forms furnished by the District.

The Board of Education of the Garden Grove Unified School District, on behalf of the “Districts” reserves the right to accept or reject any and all proposal or parts thereof, to be the sole judge as to the merits and qualifications of all proposal, to waive any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the Districts. Specifications, service, delivery, and quality may be considered in making selections.

Courier Deliveries

It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposal shall be returned to the bidder unopened. The Garden Grove Unified School District is not responsible for proposal sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposal are due in the Purchasing Department by the posted or advertised closing date and time. It is the bidders’ responsibility to ensure that their proposal is delivered to the Purchasing Department located on the fourth floor, 10331 Stanford Avenue, Garden Grove CA 92840.

Garden Grove Unified School District, on behalf of The Districts reserve the right to reject any or all proposal, to waive any discrepancy or technicality, and to award the contract for goods or

services to other than the lowest proposal. The award of contract, if made by The Districts, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

Bidder request(s) for information/clarification: All requests for information and/or clarification regarding the Proposal documents shall be submitted in writing via e-mail to Tammy Starr at tstarr@ggusd.us. All requests must be submitted no later than 10:00 a.m. on June 15, 2018. Any requests made after such date shall not be addressed.

A highly recommended pre-bid conference will be held on June 13, 2018 at 10 a.m., in the Food Service Conference Room at Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, California 92840.

Each RFP must conform and be responsive to the contents of the bid documents. There will be no charge to obtain a RFP package. No partial sets will be available. To obtain a RFP package, please go the District's website. If you have any question regarding this RFP, please contact Tammy Starr at (714)663-6133, or **via e-mail to tstarr@ggusd.us**. Each RFP must conform and be responsive to all documents. No RFP may be withdrawn for sixty (60) days.

II. RFP OBJECTIVE

The Districts are seeking proposal from qualified companies to procure and deliver high quality frozen, refrigerated, processed commodity, dry goods and services at the best possible price. The bidder must have the capability to upload usage data into K12 and ProcessorLink or otherwise provide an audit trail for commodity tracking. Successful vendors under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts and State Co-Op Districts in the State of California. The vendor agrees to fulfill all provisions of that MOU.

Quantities represent the estimated usage during a twelve-month period. The Districts reserve the right to purchase more or less of the units specified.

This RFP defines the program, the products, and the services that are being sought from the Vendor and generally outlines the program requirements. Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

Annual expenditures for frozen, refrigerated, processed commodity, dry goods and services using this RFP are anticipated to be \$11,876,350 annually. Actual expenditures will vary of availability of funds and Districts needs. No guarantee can be given that this total will be reached nor that it will not be exceeded.

The districts represent Eight (8) school districts serving more than 87,725 meals daily and 15,790,500 meals annually. Garden Grove Unified School District, Food Services Department is the lead agency for this proposal and will respond to any questions and requests for information.

The overall objective of this Notice Calling For Request for Proposal is to allow vendors the opportunity to bid a manufacturer price (excluding those items- commodity and commercial awarded by the Santa Clarita Valley School Food Services Agency: RFP no. 1801 for Processed USDA Food and Commercial Equivalents for Super Co-Op Member Districts)for frozen, refrigerated, processed commodity, dry goods and a delivery fee required to ensure that students are receiving the highest quality product at the best price. The award of the contract will be by action of the Districts' Board of Trustees to the most responsible and responsive bidder. The Districts want to partner with a single frozen, refrigerated, processed commodity and dry goods vendor that will provide competitive pricing and excellent customer service, but has the option to divide the RFP by categories and award to more than one bidder if it is in the best interest of the Districts.

SCOPE OF SERVICES

The selected vendor or vendors will partner with The Districts over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, processed USDA Commodity and/or commercial food products to sites designated within the member districts. The Districts are comprised of the following school districts:

1. Garden Grove Unified School District
2. El Rancho Unified School District
3. El Segundo Unified School District
4. Fountain Valley School District
5. Hacienda La Puente Unified School District
6. Huntington Beach City School District
7. Huntington Beach Union High School District
8. Los Alamitos Unified School District

This RFP will be awarded based on categories to the most responsive proposal and responsible vendor / vendors meeting all the terms and specifications of the proposal documents to be in the best interest of the district.

The Districts reserve the right to award to one or more vendors by category if it is in the best interest of the Districts.

III. INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICTS.

The submission of a proposal shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions for Bidders.

Districts are used in these documents to mean the Board of Trustees of the Garden Grove Unified School Districts and the area under the Board's jurisdiction.

PREPARATION OF BID FORMS. Districts invite sealed proposal on the form attached to be submitted at the time and place stated in the Notice Calling For Proposal. Proposal must be submitted on the prescribed Bid Forms, completed in full. All bid items and statements must be properly filled out. Numbers will be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words will govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes will be noted over by the signature/initials of the bidder.

FORM AND DELIVERY OF PROPOSAL. The RFP shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Garden Grove Unified School Districts
Purchasing Department 4TH Floor
10331 Stanford Avenue
Garden Grove, CA. 92840-6353

and received at that office on or before June 26, 2018, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope. It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of proposal. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of proposal shall be returned to the bidder unopened. At the time set forth in the Notice Calling For Proposal for the opening of proposal, the sealed proposal will be opened at the Districts office.

Districts' record of receipt will be presumptive evidence of delivery.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of this bid. Districts reserve the right to reject any or all proposal or waive any irregularities or informalities in any proposal or in the bidding.

One (1) copy of the Bid Form must be submitted with the bid to the Garden Grove Purchasing Department.

Be sure that your company name appears on each page of all required documents and forms.

At bidder's own expense and prior to submitting bid, each bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Instructions for Bidders.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY. Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify Districts' Purchasing Department in order to ensure proper steps to be taken to have the change(s) reflected on the contract or purchase order.

MODIFICATIONS. Changes in or additions to the Bid Form, recapitulations of the item(s) bid upon, alternative proposal, or any other modification of the Bid Form or other Districts documents in this bid which is not specifically called for in the contract documents may result in Districts' rejection of the bid as not being responsive to the Notice Calling For Proposal. No oral or telephonic modification of any bid submitted will be considered.

ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSAL. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that Districts determine that any bid is unintelligible, inconsistent or ambiguous, Districts may reject such bid as not being responsive to the Notice Calling For Proposal. Verify your bid before submission, as it cannot be corrected after the bid opening.

QUESTIONS FROM VENDORS/ INTERPRETATION OF PROPOSAL DOCUMENTS: If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to Districts in writing no later than June 15, 2018 by 10:00 a.m. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by Districts, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

ADDENDA/CLARIFICATIONS: Answers to questions will be issued in writing as part of an addendum and posted on the District website by June 19, 2018 by 5:00 p.m. It shall be the responsibility of the Vendor to check the website prior to submittal of documents for any addenda issued by the Districts. All addenda issued shall become part of the bid.

AMENDMENT. Bidders are advised that the Districts reserve the right to amend the requirements of this Notice Calling For Proposal prior to the date set for opening of proposal. Such revisions will be done formally by posting amendments to all bidders known to have received a copy of the Notice Calling for Proposal. If in the judgment of the Districts, the change is of such nature that additional time is required for bidders to prepare their proposal; the Districts will change the date of the bid opening and notify all bidders in writing of the new date. Bidders must acknowledge receipt of amendments to this bid. This may be done by printing, initialing, and including all issued amendments and addendum with bid packet.

INTERPRETATION OF DOCUMENTS

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on Districts.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Bid Specification and Requirements
3. Bid Form and Agreement
4. Notice Calling for Proposal
5. Instructions to Bidders

AWARD OF CONTRACTS. Districts reserve the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the bidding. If two identical low proposal are received from responsible bidders, Districts will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of Districts' Board of Trustees to the most responsible and responsive bidder, whatever is best for The Districts. The most responsible and responsive bidder will be determined by the lowest manufacturer costs, tier pricing, delivery costs and other factors (See Section VII Evaluation and Award). In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, Districts may award the contract to the next most responsible and responsive bidder until the most responsive, responsible bidder accepts or releases all bidders.

In addition to other factors, proposal will be evaluated on the basis of advantages or disadvantages to Districts, including, but not limited to, discounts.

Districts do **NOT** guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the Districts. Districts reserve the right to award contract to more than one bidder if it is deemed in the best interest of the Districts.

Any awards resulting from this RFP is non-exclusive. The Districts reserve the right to make no awards or award one or more categories, in part or in whole, to a single Vendor or to multiple Vendors.

PRICING. Contract prices awarded as a result of this bid shall remain firm for the contract period. Prices proposed for all items will be for the initial period of July 18, 2018 through August 31, 2019. Bidder certifies that prices are the lowest offered any comparable customer and Districts will be given the benefit of any lower prices or price decreases during the term of the contract. Districts have the right to negotiate lower prices directly with manufactures. Bidder is to give Districts immediate advantage of such decrease, and inform Districts in writing of the decrease.

Pricing for distribution shall be offered in two categories:

1. Processed USDA Foods end products and commercial equivalents, and
2. Additional commercial food products (frozen, refrigerated, and dry goods).

Prices must be stated for the unit items specified hereon and prices Districts will be charged. Indicate if prices are FOB Vendor or FOB Manufacturer. No additional charges other than agreed upon delivery fee will be allowed. Bid on each item separately. Errors in price computations do not relieve the bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. No increase to prices will be allowed during the term of this contract.

1. Processed USDA Foods End Products and Commercial Equivalents:
Vendors shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency: RFP No. 1801 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) For Super Co-Op Member Districts, released January 24, 2018, and awarded March 22, 2018. Results of RFP No. 1801 can be found at www.super-coop.org by selecting "RFP 2018-19." This pricing must be extended to all Districts included in this RFP.

For RFP No. 1801, new products and price decreases will be considered mid-year using an Amendment, published in approximately December 2018 for manufacturer pricing January 1 – June 30, 2019. Successful bidders on this Proposal should be aware of this and are responsible to locate the results of the amendment and offer such pricing to the District as part of this Proposal.

Quote delivery cost and information requested for these items on the provided worksheets.

2. Commercial Food Products – Frozen, Refrigerated, and dry goods:
Additional commercial food products should be quoted as specified on the Proposal Worksheet. Quote manufacture cost to distributor and delivery cost to District using matrix, Section VIII, Worksheet. Equal products may be quoted that meet the same specifications as those listed. Districts will make the final determination if the substitution meets the Districts needs
3. Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The Districts shall contact the successful vendor or vendors for pricing on additional items to be added to the Proposal award at any time during the bid period. Pricing must be at cost to Distributor. Districts have the

right to audit pricing on all new items.

BRAND NAME AND MODEL. If the bidder does not indicate a specific brand name and model, it shall be understood that the bidder is quoting the exact brand name and model called out by the proposal. Should any item for which proposal are requested be patented, or otherwise protected or designated by the particular name/make of the manufacturer, and the bidder desires to bid on an item of equal character and quality, the bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name.

ALTERNATE, GENERIC BRANDS. Under Brand Name column, where “Any” is stated or if proposing an alternate or a generic product equal to the brand specified, quote the brand you carry in the Alternate Brand Name column and complete the information requested in the Alternate Brand Product Code, Case Pack and Unit Size, and the Bid Unit Price Columns. Specifications and nutrient analysis for alternate brands quoted must be provided to the Lead District upon Request within 48 hours. Alternate pack sizes may be accepted when pack size specified is not available. If quoting alternate pack size, indicate new pack size under case pack. Some specific brands and specifications shown have been established by the Districts’ Food Services Department based on the Department’s research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. The Districts’ Directors will be the sole judge as to whether such alternate products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the Districts.

SUBSTITUTIONS: Substitutions quoted will be accepted only if The Districts determine them to be equal in all respects to that specified in the bid. If The Districts request samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with the following “Samples” Paragraph.

SAMPLES. Any samples requested by The Districts shall be furnished at no cost to the Districts and, if requested by the Districts in the bid specifications, shall be submitted prior to the bid award. The Districts reserve the right to reject the bid as non-responsive when any bidder fails to submit the requested samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries.

NO BID. Any item not included in bid price is to be noted on Bid Form and Agreement as “No Bid.”

APPLICABLE “BUY AMERICAN” PROVISIONS. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically or pricing is significantly higher, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin.

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D)). Any products bid that are not produced or processed in the US must be listed on Section VIII Worksheet.

DELIVERY After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) calendar days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

All orders placed under this agreement will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

COMPETENCY OF BIDDER. In selecting the most responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a RFP, each bidder agrees that the Districts, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience, facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder".

PROPOSAL VALIDITY. Proposal are to be valid and in force for 60 days after bid opening.

PUBLIC INFORMATION. All materials received by the Districts in response to this Notice Calling For Proposal shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public if not identified as proprietary or confidential.

PROPOSAL COST. The Districts will **not** pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

RENEWAL OPTION. Bid renewal is subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, and may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years providing that the following conditions are being met:

1. The Districts has deemed the products and services of the vendor satisfactory.
2. The Vendor shall submit a list of the price increases for the time period July 1 to August 31 by the last business day in April. Price increase must not exceed the Los Angeles Area Consumer Price Index for the month of each year (annual average) using the Special Aggregate Index Category of "All Items Less Shelter" under the "All Urban Consumers" Column. Manufacturer prices must not exceed a maximum of 5% increase. District has

the right to request verification and accept/reject manufactures requested increases. Delivery cost to the districts must not exceed Los Angeles Area Consumer Price Index.

DISTRICTS'S RIGHT TO TERMINATE CONTRACT. Failure on the part of the awarded bidder to meet contract requirements shall be cause for cancellation of the contract. Either part may cancel the contract upon thirty (30) day written notice to the other party prior to the end of the contract term. The Districts reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. The Districts reserve the right to discontinue service of all or any portion of any contract resulting from this Notice Calling For Bid for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the bidder in default.

Failure to furnish all items included in the contract shall constitute unsatisfactory service.

DAMAGES. Districts shall hold the successful bidder liable and responsible for all damages, which may be sustained because of its failure to comply with any conditions herein. If the awarded bidder fails to furnish or deliver any items or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the document in their entirety, the Districts may purchase the items specific herein elsewhere, without notice to the awarded bidder. Additional costs accrued by the Districts through this purchase may be deducted from unpaid invoices or must be paid to the Districts by the awarded bidder. Prices paid by the Districts shall be considered the prevailing market prices at the time such purchase is made.

FORCE MAJEURE. The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

PROPOSAL FORM DIRECTIONS

1. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
 - a. The Pricing Sheet must accompany the completed formal proposal.
 - b. Distributor is to complete requested information on Pricing Sheet.
2. Distributor is to submit all pricing spreadsheet pages, even those without responses.
3. The District reserves the right to reject proposals with multiple items per line item. Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

SIGNATURE. The Bid Form, the Agreement, and all contract documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairperson of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the contract resulting there from for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

ORDERING. Bidder will have an active online website accessible to Districts to allow online ordering, access to run velocity reports, access to specification sheets, nutritional specifications, and ability to add on as available at Vendor and delete items from order up to 48 hours prior to delivery. The Districts shall have the ability to look up new items and request new items not included on bid. Bidder to provide order confirmations within one (1) business day of receiving orders. Districts to place orders a minimum of fourteen (14) calendar days prior to delivery date. Bidder shall include detailed ordering instructions in the Evaluation Section of this Bid. Orders will be placed per site according to their needs. See Section IV. Delivery Sites

The Districts as listed in the RFP have embarked on an organizational transformation program with a goal to improving controls, efficiency and saving costs. A critical component of this program is the implementation of technologies to support business-to-business (B2B) transactions between The Districts' Food Services and its trading partners for food distribution logistics and supply chain.

As a consequence of the organizational transformation program, The Districts' Food Services continually recruits, supports and builds relationships with suppliers that have ability and technology framework to support its B2B transactions initiative. Public Agencies' Food Services' major suppliers are required and/or encouraged to have the ability to support B2B transactions.

This current ability maybe taken into consideration in the determination of award for this proposal. Proposers must be able to go-live with the Districts' B2B system within 30-days of the award of a contract.

WARRANTY OF QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

All product delivered shall be delivered in fresh form, with adequate shelf life, no less than one (1) month from the expiration date.

Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

The Districts reserve the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

PRODUCT RECALLS: If a product recall is instituted on an item that has been furnished and delivered to the districts, Vendor must immediately notify the Districts' Food Services Department with all pertinent information regarding the recall.

INSPECTION UPON DELIVERY. Items will be carefully and thoroughly inspected upon delivery to insure that the temperature of the product meet the USDA Food Storage Guide requirements. If there is a question as to whether the product is still frozen, at least two (2) cases of product from each pallet will be checked at random for internal temperature.

If deliveries are made during site's meal service time, delivery will not be checked in and invoices will not be signed until staff has completed meal service and has time to inspect and verify quantity and quality of delivery.

Legible duplicate delivery receipt must accompany each delivery and a legible delivery discrepancy receipt shall be left at the site in case of a return or shortage.

DELIVERY OF DAMAGED/UNACCEPTABLE PRODUCTS. Districts reserve the right to refuse complete shipments if there is any evidence of thawed and/or damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing.

Damaged or dented goods/containers will not be accepted. Inspection and acceptance of all items shall be at the delivery destination. Credit will be required on damaged or unacceptable products. The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the Districts' Food Services Accounting Department.

Continued shortages or substitutions will be grounds for termination of this agreement.

SUBSTITUTIONS Any products delivered during the period covered by this proposal shall be only the approved processor's products and code numbers as requested by the Districts unless prior approval has been granted by the Districts to deliver alternate products. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Districts shall be notified at least 5 days in advance of the shortage and that Districts shall be given options of a product that is of the same or higher quality at the same unit cost or less. Continued shortages or substitutions will be grounds for termination of this agreement.

If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Bidder shall be required to reimburse the Districts for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Districts.

KEYS. The successful bidder may be provided gate key(s) for entry into specified school sites. Each district will have an option to issue or not issue keys. If keys are issued, key holders shall immediately report any lost, missing, stolen or damaged keys to Food Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

VEHICLE DELIVERY CONDITIONS: All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40 F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

FUEL SURCHARGES: Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges should not be permitted during the period of the term of this contract.

DRIVING ON PREMISES. Successful bidder's representatives driving motor vehicles on school Districts grounds will use extreme caution, especially when school is in session. Drivers entering school Districts premises will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, etc. should be reported to the prospective district.

ACCOUNTING, INVOICING, BILLING. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Duplicate invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to each Districts' Accounting Department.

DELIVERY FEES. The awarded bidder will partner with the Districts over the term of the contract resulting from this bid form and agreement to procure and deliver frozen, refrigerated, processed commodity, dry food and beverage products to the Districts' sites. Bidder must have the capabilities of delivering any and all items on the bid form in the quantities required by the Districts anytime during the contract period. All cost for delivery, drayage, freight, or the packing of said articles are to be borne by the bidder, items are to be delivered F.O.B. to designated location as specified in the purchase order. All deliveries shall be accompanied by duplicate invoice.

Case Delivery fee is to be based on the number of cases of the original order. In case of a vendor shortages or partial deliveries, case delivery fee to Districts shall be based on the number of cases originally ordered providing a 14 calendar day lead time was provided. The total number of cases ordered and the total number of cases delivered is to be clearly stated on the invoice. In order to

decrease the frequency of shortages and back orders, Districts will provide vendors with a 14 calendar day lead time. All back orders must reference original invoice number and be billed at the original case counts.

ORDER CONDITIONS/DELIVERY MINIMUMS: The Districts shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated. The Districts do not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically noted on the bid form. Unlimited orders within the term of the contract shall be allowed to the Districts at prices quoted. The estimated quantities listed in the Attachments for the Districts Usage are for the purposes of forecasting and not to be considered a promise to purchase. The provisions of the contract shall in no way prohibit the Districts from making an incidental purchase from another supplier for the same services listed herein.

MODIFICATIONS TO THE CONTRACTED LIST: During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Districts. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the original contract through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

There may be occasions when the Districts need to purchase goods not included in the existing contract. Such purchases will be made by the Districts using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the contract through an addendum at the renewal of the contract. This will be the first and only method of purchases during the contracted year exercised by the Districts. Upon a renewal, then the above Ten Percent (10%) option will be exercised.

NO GIFTING ALLOWED. The Districts do not accept gifts from bidders; therefore no additional products are to be delivered to any of Districts sites.

INSPECTION OF FACILITIES: As a part of the evaluation process, the Districts reserve the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the Districts determine the bidder may not be capable of providing proper and satisfactory service/product to the Districts, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

PEST CONTROL. The Districts reserve the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information

RIGHT TO AUDIT: The Vendor shall submit to third party audits and/or inspections initiated by the Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

MERGERS, ACQUISITIONS, OR BUYOUTS. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

FINGERPRINTING. Successful bidder agrees to comply with all provisions of Education Code Section 45125.1 Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts' facilities for purposes of providing services covered by this proposal during normal Districts' hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of

serious or violent felonies as specified will have contact with pupils. Bidder will provide the Districts with a list of all employees providing services pursuant to this bid. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts facilities during normal Districts hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1

RESTRICTIONS ON LOBBYING AND CONTACT. From the period beginning with the date of the issuance of this bid and ending on the date of the award of the contract, no person, or entity submitting a response to this bid, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this bid, the evaluation or selection process and/or the award of the contract with any member of the Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

PUBLIC LIABILITY AND PROPERTY INSURANCE. The successful Bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming each District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to each District the Board of Trustees of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$1,000,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

DEBARMENT/LOBBYING CERTIFICATION. State of California, as a school food authority, requires that each responding quotation include completed certification statements regarding debarment and lobbying.

DISASTER CONTINGENCY PLAN: Copy of bidder's Disaster Contingency Plan required upon request.

NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING. Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the Districts. The nutrient information may be obtained from an independent laboratory at Bidder's expense.

The following information will be required from the vendor : weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

All processed foods should not contain any artificial Trans Fat and no Monosodium Glutamate (MSG). The Districts prefer cleaner labeled products approved by the Districts. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Bidder shall notify districts whenever there is a product/ingredient change in any item provided to the Districts. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Districts' Food Services Department upon request. All items must meet nutritional requirements of the USDA Child Nutrition Program.

NSLP AND SBP REGULATIONS: Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz. eq) requirements for School Meal Programs, group B.

SERVICE. Districts will not be held responsible for excess inventory ordered by Bidder on behalf of Districts.

GEOGRAPHIC PREFERENCES: The Districts may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by The Districts in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.

CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). Garden Grove Unified School District and The Districts' officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Districts maintain a written standard covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

DISQUALIFICATION: Distributors may be disqualified before or after The Districts open proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to The Districts. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

AWARD OF CONTRACT: In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to The Districts.

ATTORNEYS' FEES: In the event of any dispute between the Districts and Distributor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IV. DELIVERY SITES

School District Name	Garden Grove Unified School District
Complete Mailing Address	10331 Stanford Avenue Garden Grove, CA 92840
Nutrition Services Director Name	Agnes Lally
Email	alally@ggusd.us
Phone	(714) 663-6155
Purchasing Agent Name	Agnes Lally
Email	alaly@ggusd.us
Phone	(714) 663-6155
Accounts Payable Name	Lisa Carter
Complete Address	10331 Stanford Avenue, Garden Grove CA 92840
Email	lcarter@ggusd.us
Phone	(714) 663-6133
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$5,000,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Alamitos Intermediate 12381 Dale, Garden Grove 92841	Evelyn Mitchell (714) 663-6137	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Bell Intermediate 12345 Springdale, Garden Grove 92845	Patty Moore (714) 663-6386	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Fitz Intermediate 4600 McFadden, Santa Ana 92704	Kati Partin (714) 663-6342	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Irvine Intermediate 10552 Hazard Ave., Garden Grove 92843	Dianne Rapp (714) 663-6138	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Ralston Intermediate 10851 E. Lampson Ave., Garden Grove 92840	Christina Pelagio (714) 663-6232	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Peters K-3 Elementary 13162 Newhope St., Garden Grove 92843	Rhonda Wood (714) 663-6443	3; Mon, Tues, Thurs	6:30 AM The delivery schedule is due to the safety of the campus	Frozen: Tues & Thurs Dry: Mon & Thurs
Bolsa Grande HS 9401 Westminster Ave., Garden Grove 92844	Lona Carroll (714) 663-6285	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Garden Grove HS 11271 Stanford Ave., Garden Grove 92840	Maria De La Fuente (714) 663-6586	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
La Quinta HS 10372 McFadden Ave., Westminster 92683	Darlene Young (714) 663-6586	3; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Los Amigos HS 16566 Newhope St., Fountain Valley 92708	Magda Bajza (714) 663-6321	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Pacifica HS 6851 Lampson Ave., Garden Grove 92845	Bridget Long (714) 663-6283	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Rancho HS 11351 Dale St., Garden Grove 92841	Rafaela Arellano (714) 663-6479	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Santiago HS 12342 Trask Ave., Garden Grove 92843	Isabel Perez (714) 663-6239	3; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
District Warehouse 10331 Stanford Ave., Garden Grove 92840	Jeffrey Blackwood (714) 663-6155	As needed	As needed	As needed

School District Name	El Rancho Unified School District
Complete Mailing Address	8910 E. Slauson Avenue Pico Rivera, CA. 90660
Nutrition Services Director Name	Billie Saavedra
Email	bsaavedra@erusd.org
Phone	562-801-7440
Purchasing Agent Name	Billie Saavedra
Email	bsaavedra@erusd.org
Phone	562-801-7440
Accounts Payable Name	El Rancho Food Service
Complete Address	8910 E. Slauson Avenue Pico Rivera, CA. 90660
Email	
Phone	562-801-7440
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$800,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
North Park Academy of the Arts 4450 S. Durfee Ave Pico Rivera, CA 90660	Louise Basulto 562-801-7570	Twice a week Monday & Wednesday	6:00am- 1:00pm	
Rivera Elementary 7200 Citronell St. Pico Rivera, CA 90660	Patricia Velazquez 562-801-7580	Twice a week Monday & Wednesday	6:00am- 1:00pm	
Steam Academy @ Burke 8101 Orange Ave Pico Rivera, CA 90660	Kathy Miranda 562-801-7599	Twice a week Monday & Wednesday	6:00am- 1:00pm	
El Rancho High School 6501 S. Passons Blvd Pico Rivera, CA 90660	Jane Lopez 562-801-7509	Twice a week Monday & Wednesday	6:00am- 1:00pm	
South Ranchito Dual Language Academy 5241 S. Passons Blvd Pico Rivera, CA 900660	Laura Topete 562-801-7669	Twice a week Monday & Wednesday	6:00am- 1:00pm	

School District Name	El Segundo Unified School District
Complete Mailing Address	641 Sheldon Street, El Segundo, CA 90245
Nutrition Services Director Name	Susan Aceves
Email	saceves@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1520
Purchasing Agent Name	Susan Aceves
Email	saceves@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1520
Accounts Payable Name	Tracey Jones-McBride
Complete Address	641 Sheldon Street, El Segundo, CA 90245
Email	tjones@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1523
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$140,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Warehouse 210 Penn Street El Segundo 90245	Mr. Keith Tague (310) 864-3640	1 Monday	7:00 - 11:00 am	
El Segundo High School 640 Main Street El Segundo 90245	Ms. Camerina Antonio- Gonzalez (310) 615-2662 ext. 2343	1 Monday	6:30 am – 11:00 am	

School District Name	Fountain Valley School District
Complete Mailing Address	10055 Slater Avenue
Nutrition Services Director Name	Diane Sharpe
Email	sharped@fvsd.us
Phone	714-843-3243
Purchasing Agent Name	N/A
Email	N/A
Phone	714-843-3243
Accounts Payable Name	Mino Nhek
Complete Address	10055 Slater Avenue, Fountain Valley, Ca 92708
Email	nhekm@fvsd.us
Phone	714-843-3264
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$137,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Masuda Middle School 17415 Los Jardines W FV, Ca 92708	Jennifer McGuire 714-378-4250	1 x per week	7:30-2	School Starts: 8:30a.m. Lunch time: 12-12:30
Talbert Middle School 9101 Brabham Drive Huntington Beach	Autumn Arnett 714-378-4220	1 x per week	7:30-2	School Starts: 8:30 Lunch Time: 12:30-1
Fulton Middle School 8778 El Lago street Fountain Valley, Ca 92708	Dyan Ruhl 714-325-2816	1 x per week	7:30-2	School Starts: 8:05 Lunch Time: 12:07-12:37

School District Name	Hacienda La Puente USD
Complete Mailing Address	15959 E.Gale Avenue, City of Industry, CA 91716
Nutrition Services Director Name	Linda Scaletta
Email	
Phone	626-933-3900
Purchasing Agent Name	N/A
Email	
Phone	
Accounts Payable Name	Aurora Martinez
Complete Address	15959 E. Gale Avenue, City of Industry, CA 91716
Email	aumartinez@hlpusd.k12.ca.us
Phone	626-933-3889
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$4,049,350

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Amar Center, 1000N. California Ave., Los Puente, CA	Victoria Alvarado 626-933-7108	1 TBD	5:30 am - noon	Open 12 months Will try and limit all sites to once a week delivery
Baldwin Elementary, 1616 Griffith Ave, La Puente, CA	Ana Louisa Cruiz 626-933-3708	1 TBD	6 am- 1 pm	
Bixby Elementary, 16446 Wedgeworth Dr, Hacienda Heights, CA	Jose Alonso 626-933-8208	1 TBD	6 am – 12:30 pm	
California, 1111 California Ave, La Puente, CA	Martin Montoya 626-933-5208	1 TBD	6 am – 1 pm	
Cedarlane Middle, 16333 Cedarlane Dr, Hacienda Heights, CA	Ida Aguayo 626-933-8008	1 TBD	6am – 1 pm	
Del Valle El, 801 N. Del Valle St., La Puente, CA	TBD 626-933-4108	1 TBD	6am – 1 pm	
Fairgrove, 15540 Fairgrove Ave, La Puente, CA	Rosa Martin 626-933-8508	1 TBD	6am – 1 pm	
Grandview, 795 N. Grandview, LA Puente, CA	Yolanda Amisola 626-933-5808	1 TBD	6:30 am – 1:30 pm	
Grazide El, 2850 Leopold Ave, Hacienda Heights, CA	Eldaa Esparza 626-933-6108	1 TBD	6am – 1 pm	
Kwis El, 1925 S. Kwis. Hacienda Heights, CA	Maria Lam 626-933-2108	1 TBD 1 R	6am – 1 pm	

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Lassalette, 14333 Lassalette, La Puente, CA	Victoria Reyes 626-933-3008	1 TBD	6am – 1 pm	
Los Altos El, 1530 Los Altos, Hacienda Heights, CA	Martha Zamora 626-933-2308	1 TBD	6am – 1 pm	
Los Molinos El, 3112 Las Marias Dr, Hacienda Heights, CA	TBD 626-933-2208	1 TBD	6:30 am – 1 pm	
Los Robles El, 1530 Ridley, Hacienda Heights, CA	Mary Farias 626-933-7208	1 TBD	6 am – 12:30 pm	
Mesa Robles, 16060 Mesa Robles Dr, Hacienda Heights, CA	Maritza Ventura 626-933-6008	1 TBD	6am – 1 pm	
Nelson El, 330 N. California Ave, La Puente, CA	CeciliaLong 626-933-8408	1 TBD	6am – 1 pm	
Newton Middle, 15616 Newton Ave., Hacienda Heights, CA	Lilly Ruiz 626-933-2408	1 TBD	6am – 1 pm	
Orange Grove Middle, 14505 Orange Groove, Hacienda Heights, CA	Zaida Pauwells 626-933-7008	1 TBD	6am – 1 pm	
Palm El, 14040 E. Palm Ave, Hacienda Heights, CA	Rebecca Torres 626-933-7408	1 TBD	6am – 1 pm	
Sierra Vista Middle, 15801 Sierra Vista, La Puente, CA	Sylvia Guerrero 626-933-4008	1 TBD	6am – 1 pm	
Sparks El, 15151 E Temple St, La Puente, CA	Analouise Gomez 626-933-5108	1 TBD	6am – 1 pm	
Sparks Middle, 15100 Giordano St, La Puente, CA	Yolanda Palomino 626-933-5008	1 TBD	6am – 1 pm	
Sunset El, 800 N. Tonopah, La Puente, CA	Rhonda Contreras 626-933-3208	1 TBD	6: 30 am – 1 pm	
Temple El, 635 N. California Ave, La Puente, CA	Laurie Haber 626-933-3108	1 TBD	6:30 am – 1:30 pm	
Valinda, 1030 Indian Summer, La Puente, CA	Rosalva Zuniga 626-933-4708	1 TBD	6am – 1 pm	
Winglane El, 16605 Winglane, La Puente, CA	Sonia Alarcon 626-934-5908	1 TBD	6am – 1 pm	
Workman El, 16000Workman St, La Puente, CA	Diana Enriquez 626-933-4208	1 TBD	6:30 am – 1:30 pm	

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required Per Week and Days	Preferred Delivery Times	Special Information
La Puente HS, 15615 E. Nelson Ave, La Puente, CA	Joyce Garcia 626-934-6746	1 - 2 Mon/Thur	5:45 am – 12:45 pm	
Los Altos HS, 15325 E Los Robles Ave, Hacienda Heights, CA 91745	Sofia Alayoubi	1 - 2 Mon/ Thur	6 am – 1:00 pm	
Wilson HS, 16455 Wedgeworth Dr, Hacienda Heights, CA 91745	Linde Mendivil	1 - 2 Mon/ Thur	6 am – 1 pm	
Workman HS, 16303 E. Temple Ave, City of Industry, CA 91744	Martha Velasco	1 - 2 Mon/ Thur	6 am – 1 pm	
District Warehouse, 15959 E. Gale Avenue, City of Industry, CA	Linda Scaletti 626-933-3900	1 TBD	7 am – 2 pm	

School District Name	Huntington Beach City School District
Complete Mailing Address	17011 Beach Blvd. #560, HB, CA 92647
Nutrition Services Director Name	Mina Choi
Email	mchoi@hbcasd.us
Phone	714-378-2075
Purchasing Agent Name	N/A
Email	N/A
Phone	N/A
Accounts Payable Name	Michelle Vanhorn
Complete Address	17011 Beach Blvd. #560, HB, CA 92647
Email	mvanhorn@hbcasd.us
Phone	714-378-2076
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$400,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Dwyer Middle School 1502 Palm Ave HB, CA 92648	Gloria and Elsa 714-960-5278	Once/wk Monday	8-11:30AM	School Starts at 8:30am
Sowers Middle School 9300 Indianapolis Ave HB, CA 92646	Karen, Jan, Joleen 714-962-7738 ext 5095	Once/wk Monday	8-11:30AM	School Starts at 8:30am
Peterson Elementary (Central Kitchen) 20661 Farnsworth Lane HB, CA 92646	Matt Vierra 714-536-7316	Three Times/wk Monday, Wednesday, Friday	7-8AM, 9:30- 12:30PM	City Noise Ordinance ends at 7am. Truck cannot pull into the street until 7am.

School District Name	Huntington Beach Union High School District
Complete Mailing Address	14325 Goldenwest St. Bldg. 1, Westminster, CA 92683
Nutrition Services Director Name	Lauren Teng
Email	lteng@hbuhds.edu
Phone	714-894-1698
Purchasing Agent Name	Melissa Erman
Email	merman@hbuhds.edu
Phone	714-894-1698
Accounts Payable Name	Katherine Becker and Ted Lourenco
Complete Address	14325 Goldenwest St. Bldg. 1, Westminster, CA 92683
Email	kbecker@hbuhds.edu and tlourenco@hbuhds.edu
Phone	714-894-1698 and 714-903-7000 ext. 504311
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$750,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Edison High 21400 Magnolia St. Huntington Beach, CA 92646	Elaine Robitaille 714-962-1356 x 4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 12:12 pm
Fountain Valley High 17816 Bushard St. Fountain Valley, CA 92708	Carmen Murphy 714-962-3301 x4605	2x/week Tuesday/Friday	5:45 a.m.- 1 p.m.	Lunch service at 12:15 p.m.
Huntington Beach High 1905 Main St.	Eric Flores 714-536-2514 x4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 12:16 pm
Marina High 15871 Springdale St. Huntington Beach, CA 92649	Elena Gonzalez 714-893- 6571x4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 11:56 a.m.
Ocean View High School 17071 Gothard St. Huntington Beach, CA 92647	Kathy Westberry 714-848-0656 x4605	1-2x/week Tuesday/Friday	5:00 am-11:30 am	Mostly 1 stop per week Lunch Service at 12:02 pm
Westminster High 14325 Goldenwest St. Westminster, CA 92683	Pattie Roumeliotis 714-893-1381 x4605	2x/week Tuesday/Friday	5:30 am-1 pm	Lunch service at 12:06 p.m
Food Service Warehouse 14325 Goldenwest St. Bldg. 1 Westminster, CA 92683	Bryan Chalabian 714-894-1698	As needed	7:45 a.m. – 3:15 p.m.	Lunch at 12:15 p.m. Delivery normally 1x/month

School District Name	LOS ALAMITOS UNIFIED SCHOOL DISTRICT
Complete Mailing Address	10652 REAGAN ST., LOS ALAMITOS CA 90720
Food Services Director Name	CELESTE CALUBAQUIB
Email	CCALUBAQUIB@LOSAL.ORG
Phone	(562) 799 4592 X 81118
Purchasing Agent Name	Not applicable
Email	Not applicable
Phone	Not applicable
Accounts Payable Name	ROSE CRUZ
Complete Address	10293 BLOOMFIELD ST., LOS ALAMITOS CA 90720
Email	RCRUZ@LOSAL.ORG
Phone	(562) 799 4700 X 80430
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$600,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Los Alamitos Elementary (10862 Bloomfield St., Los Alamitos Ca, 90720)	Josefina Jover 714- 816-3300 X 74207	2 Times- Tuesday And Friday	5:30 Am To 8:00 Am	Traffic Is Heavy From 7:45 Am To 8:45 Am In The Vicinity. All Four Locations Are Within 1 Mile Radius Lunch: 11 Am- 1:15pm
Mcauliffe Middle School (4112 Cerritos Ave., Los Alamitos Ca, 90720)	Marie Kaltenthaler 714-816-3320 X 77171	1-2 Times- Tuesday And Friday	6:00 Am To 11:00 Am	Mostly 1 Stop/Week Lunch: 12pm- 1:30pm
Los Alamitos High School (3591 Cerritos Ave., Los Alamitos Ca, 90720)	Kevin Denis 562-799-4780 X 82260	1-2 Times- Tuesday And Friday	6:00 Am To 10:00 Am	Mostly 1 Stop/Week Lunch 12:02- 12:32pm
Oak Middle School (10821 Oak St., Los Alamitos Ca, 90720)	Katie Nguyen 562-799-4740 X 76140	1-2 Times- Tuesday And Friday	6:00 Am To 11:00 Am	Mostly 1 Stop/Week Lunch: 12:10 Pm- 1:40 Pm

V. BID SPECIFICATION AND REQUIREMENTS

Each bidder shall review the frozen, refrigerated, processed commodity, dry goods and services list on the following pages, bid all items.

Enter "No Bid" for those items for which no unit price is entered.

Delivery will **not** be to one central location.

The awarded bidder will make deliveries to each school site listed under section IV Delivery Sites, at the time and delivery days as stated for each site within the Districts. Delivery schedules have been determined by Districts based on their operational needs. The Districts reserve the right to make additions to, or delete delivery locations from, the specified delivery locations to be served at any time during the term of the contract and to revise delivery days and times as required upon mutually agreement.

Delivery will not be accepted on Saturday or Sunday.

There shall be no additional charge for sites with or without a loading dock.

There shall be no delivery minimum in dollar, volume, unit or case counts on all orders placed and delivered to each site unless specified otherwise in the bid documents.

The quantities listed for each type of item are Districts estimates only. Any resulting purchase orders may be for more or less quantity. The Districts shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

Deliveries are not to be subcontracted out.

Items will be purchased on an as-needed basis on separate purchase orders issued by Districts at any time during the contract period.

Sell-by, Use-by, or expire-by dates must be at least four weeks out from date of delivery. Identify or list items that have less than 4 week shelf life.

All deliveries will be made directly to the Districts' food service locations, in such quantities and at such times as needed during the term of contract. All delivered frozen and processed commodity products to all districts' sites will require products to be delivered to the Districts' appropriate Food Services storage area.

Address, contact, receiving hours and sites of delivery are specified within this contract.

Awarded bidder will be held responsible for following-up to ensure complete and on-time deliveries for all products.

The term of this base contract is for one year beginning July 18, 2018 or after Board approval through August 31, 2019, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed a total contract term of three years.

The award of the contract will be by action of District's Board of Trustees to the most responsible and responsive bidders or whatever is best for The Districts.

VI. BID FORM AND AGREEMENT

Pursuant to the Districts’ "Notice To Bidders – Request For Proposal" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the chart attached to this bid. See Section VII Evaluation and Award.

All responding bidders must meet the following minimum requirements. Mark a “X” under appropriate “Yes or No” column to certify compliance with the minimum requirements. Bidder must provide or meet:

REQUIREMENTS	YES	NO
Have been in business for at least five (5) years with references provided showing successful business relationships with at least three school districts of like size.		
Have an active online website accessible to Districts to allow online ordering with the following specifications or an ability of the B2B concept. At least one person in the administrative office from the districts, have the ability to: 1) Place individual orders for their school site. 2) Look up items and request new items not included on bid 3) Add or delete order items on list 4) Look up items on this bid in addition to new items not included on bid. 5) Run reports for: Commodity Tracking System available Commodity Balances to include up to date drawn down balances Commodity Reports Usage Reports Sales Reports 6) Provide a “trial link” in order to review system prior to bid award		

REQUIREMENTS	YES	NO
Districts have the rights to negotiate lower pricing directly with manufacturer, which must be passed on to the districts and lower manufacturer costs to the Vendor.		
"Net-off invoice" billing system in place that will display Pass thru Value of commodities?		
Automatic rebate system in place to efficiently handle automatic rebate programs offered by manufacturers?		
Must stock "fee for service" and "modified fee for service" processed commodities and must have the ability to deliver all processed commodities with a fourteen calendar (14) day lead time to coincide with the fourteen (14) day lead time of non-commodity products.		
Provide order confirmations within 1 business day of receiving order.		
Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement.		
Does your company have a Product Recall Program?		
Does your company have a Disaster Contingency Plan?		
Does your company have a Food Security and Safety Program?		
Are you knowledgeable with the Healthy Hunger Free Kids Act of 2010?		
Follow-up on our incremental orders to ensure complete and on-time deliveries.		
Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary product and handled in accordance with HACCP regulations.		
Product to be delivered in suitable trucks capable of maintaining product at proper temperatures as outlined in this bid.		

REQUIREMENTS	YES	NO
<p>Must have available and accessible from web site or hard copy, upon request of the ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program.</p>		
<p>All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.</p> <p>All vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. Vehicles must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures as specified in this contract.</p>		
<p>Discounts: Do you offer payment discounts? <input type="checkbox"/> <input type="checkbox"/></p> <p>What are the terms? Please specify _____</p>		
<p>Do you offer storage assistance if the Districts have a large freezer or refrigerator that becomes nonoperational and requires storage assistance.</p> <p>Please provide, if any, costs associated with this type of request/assistance?</p>		
<p>Contact Person: A contact person must be available, no later than 7:00 am, Monday through Friday for Districts to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided:</p>		
<p>Will Delivery and storage of USDA “brown Boxes” be billed at Super Co-op agreed upon pricing?</p>		

It is understood that the Districts reserve the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice Calling For Proposal.

Bidder agrees to complete the order within fourteen calendar days after receipt of order.

It is understood and agreed that if, requested by the Districts, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an

appraisal of its current financial condition. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

The Districts reserve the right to reject any and all proposal without explanation or recourse and to negotiate with the companies submitting a proposal. The Districts further reserve the right to contract the work with whomever and in whatever manner the Districts decide, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Districts' may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of the proposal, a RFP review committee representing the Districts will score the proposal based on the evaluation criteria.
- b. The Committee may investigate the qualifications of any bidder/vendor under consideration, required confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.
- c. The committee will make a recommendation to all districts.
- d. The Districts as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. The Lead District will issue an Intent to Award Letter to the successful bidder. The award will be formally made by the Garden Grove Unified School District Board of Education in a timely manner.

HOLD HARMLESS/INDEMNIFICATION AND INSURANCE. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the Districts, its Governing Board, officers, agents, and employees as set forth in the Agreement and provide the required insurance as set forth in the Agreement.

WARRANTY. Notwithstanding inspection and acceptance by Districts of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the bidder warrants that:

All items or services furnished under this contract shall be in accordance with The Districts' specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items determined by the authorized personnel of the Food Services departments to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from Districts' premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the bidder.

The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.

Within a reasonable time, Districts may either:

By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a of this clause; or

Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the bidder shall promptly make appropriate repayment

When return, correction or replacement is required, Districts shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the bidder. However, the bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the bidder's plant, and return.

If the bidder fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as Districts may authorize in writing) after receipt of notice specifying such failure or refusal, Districts may, by contract or otherwise, correct or replace them with similar supplies and charge to the bidder the cost occasioned to Districts thereby. In addition, if the bidder fails to furnish timely disposition instructions, Districts may dispose of the nonconforming supplies for the bidder's account in a reasonable manner, in which case Districts is entitled to reimbursement from the bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

The word "supplies" as used herein includes related services.

The rights and remedies of Districts provided in this clause are in addition to and do not limit any rights afforded to Districts by any other clause of the Contract.

BIDDER'S CLAIMS. If the bidder shall claim compensation for any damage sustained by reason of the acts of Districts or its agents, bidder shall, within five (5) days after sustaining of such damage, make to Districts a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the bidder shall file with Districts an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

DISPUTES. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, bidder agrees to continue the work diligently to completion. If the dispute is not resolved, bidder agrees it will neither rescind the Contract nor stop the progress of the work, but bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange and Los Angeles County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

Districts may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, Districts shall make such payments on behalf of bidder. If any payment is so made by Districts, then such amount shall be considered as a payment made under Contract by Districts to bidder and Districts shall not be liable to bidder for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. Districts will render bidder an accounting of such funds disbursed on behalf of bidder.

DEFAULT. The successful bidder hereby agrees that time is of the essence in delivery of the items under this contract. Districts shall hold the bidder responsible for any damage which it may sustain because of the failure or neglect by the bidder to comply with any term or condition contained herein.

If the bidder fails or neglects to furnish or deliver any of the items or services listed herein at the prices named and the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, Districts may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any and all items affected by such default. Districts may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the bidder. The prices paid by Districts at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by Districts due to the bidder's default shall be collected by Districts from the bidder and/or the surety on the performance bond.

PROTECTION OF PERSONS AND PROPERTY. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials.

VII. EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE VENDORS

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of The Districts. Each proposal will be scored on a scale of 1 to 100 points.

1. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 points) The Districts encourage minority, women and disabled veteran owned business enterprises to participate in the Garden Grove Unified School District and The Districts' RFP based upon their capacity to perform and be successful. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders** in order to be awarded points for this category.
 - A) Further information can be found at the following PCC web sites.
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
2. **Customer Service & References:** (25 points) Vendors should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Previous history of fill rates on first order (98% or better); accuracy of invoices.
3. **Experience and Competence:** (10 points) Vendor should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of The Districts.

4. **Sustainability:** (10 points) Vendors should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis.
5. **Product Specification:** (15) Ability to provide a majority of the products as specified.
6. **Cost:** (35 points) Vendors should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

Each proposal will be evaluated based on criteria and priorities defined by The Districts, with specific attention to those features, functional and technical aspects noted for each section. The Districts' Review Committee will award a contract based on the prospective vendor submission that best meets the needs of The Districts with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, potential bidders will receive notification to interview with evaluation panel.

District	Region	# of Stops Per Week
Garden Grove USD	1	13 + 1 (Warehouse, as needed)
El Rancho USD	2	10
El Segundo USD	3	2
Fountain Valley SD	1	3 + 1 (Warehouse, as needed)
Hacienda La Puente USD	2	36
Huntington Beach City SD	1	5
Huntington Beach Union SD	1	6 + 1 (warehouse, as needed)
Los Alamitos USD	1	5 + 1 (Warehouse, as needed)

Region 1 = Orange County

Region 2 = San Gabriel Valley

Region 3 = Los Angeles

VIII. PROPOSAL WORKSHEET

Company Name:	
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No proposals shall receive consideration by the Districts unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute USDA Foods?
Check: Yes _____ or No _____

2. For USDA Foods end products and commercial equivalent food products listed on RFP No. 1801 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) For Super Co-Op Member Districts, released January 24, 2018 and awarded March 22, 2018 , *quote only a per case delivery fee by Region* for products listed on these awarded bids. You may quote price per number of stops per district as indicated on the table below.

Participating Member Districts are grouped into three (3) Regions. Regions are numbered 1, 2 and 3. See previous page for the list of Member Districts grouped by Region.

Region	1 stop per district	2-10 stops per district	More than 10 stops per district
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$

Company Name:	
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3. For commercial food products not listed on the above referenced RFPs, **quote only a per case delivery fee above landed cost by Region and Product Category.** Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. You may quote per number of cases delivered per stop only as indicated on the table immediately below.

Participating Member Districts are grouped into three (3) Regions. See previous page for the list of Member Districts grouped by Region.

Region	Product Category	(A) 1-40 cases per stop	(B) 41-99 cases per stop	(C) 100-299 cases per stop	(d) 300+ cases per stop
1	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$
2	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$
3	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$

4. Using a landed cost of \$20.00 per case with no markup, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item. Landed cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. *Select one region and product category for this example.*
5. Will you be able to meet the specified delivery days, hours, and deliveries per week? If not, attach proposed delivery schedule for each district.

Company Name:	
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6. How do you plan to work with the District(s) to set up a delivery schedule?
7. Do you have minimums for deliveries? Check: Yes ____ or No ____
If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc.)
8. What is your procedure for notifying customers of shortages and /or substitutions?
9. What is your procedure for notifying customers of a product recall?
10. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.
11. Has your firm resigned or been replaced at the will of a district during the school year within the last 18 months? If so, explain.
12. What is your company’s “fill rate” to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
13. What is the lead time you require for orders that ensures a 90% fill rate?
14. Can District(s) order on-line?
15. How will emergency deliveries (deliveries not on a scheduled date) be handled?
16. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
17. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?
18. Describe your USDA Foods tracking and reporting abilities in detail.
19. What Value Pass Through methods do you utilize?
20. Describe your policy regarding your delivery driver/staff assisting sites in moving

received products to storage areas?

Company Name:	
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- 21. What is your procedure to bring in new products for District(s)?
- 22. Do you offer a percentage discount for early payment? If yes, please state terms for discount.
- 23. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?
- 24. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes _____ or No _____
- 25. Describe in detail your ordering instructions for Districts.

REFERENCES

Please submit three (3) current school district references requiring weekly deliveries to at least 10 locations.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

DISTRICTS' USAGE FOR FROZEN, REFRIGERATED, AND DRY GOODS

If no manufacturer is listed, please indicate Manufacturer, Manufacturer Item Number and Pack Size if different than what you are bidding. An (*) indicates the quality of the product districts are looking for, but not necessarily that specific brand. If bidding a brand other than what is listed, please indicate manufacturer under Alternate Manufacturer, Manufacturer Item Number and Pack Size if different.

*Please provide a separate list of Smart Snack Compliant Items including Description, Manufacturer, Manufacturer Item No., Pack Size, and Manufacturer Cost to District.

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
	FROZEN								
1	BAGEL, CINN-BROWN SUGAR & CREAM CHEESE IW	36	BAGELFULS		21260		76/2.5 oz		
2	BAGEL, MINI, STRWBRRY CREAMY CHS	25	PILLSBURY		38413		72/2.43OZ		
3	BAGEL, WHITE W/WHEAT SL WG	185	TONY ROBERTS		19231		72/2.24OZ		
4	BAGEL, WHITE WW - BULK WG	590	TONY ROBERTS		19321		72/3OZ		
5	BAGEL, BLUEBERRY, SLICED, BULK, WG	300	TONY ROBERTS		60012		72/3OZ		
6	BAGEL, CINNAMIN RAISIN, SLICED, BULK, WG	200	TONY ROBERTS		29753		72/3OZ		
7	BAGELS, WHITE IW WG	849	LENDERS		550473/00075		72/2OZ		
8	BAR, BREAKFAST, HONEY WHEAT WG	1040	SKY BLUE FOODS		HWB5172		72/2.8 oz		
9	BAR, CHEWIE, CINN APPLE OAT WG	13	FAT CAT SCONES		CAOC110-2.8SW		110/2.8 oz		
10	BAR, CHEWIE, WG CHOCOLATE OAT	2	FAT CAT SCONES		COC110-2.8SW		110/2.8 oz		
11	BEEF, GROUND, 80/20 RAW	49	CHOICE		588556		2/5LB		
12	BENEFIT BAR FRENCH TOAST	187	J & J SNACK FOODS		40404		48/2.5OZ		
13	BENEFIT BAR- MAPLE	135	J & J SNACK FOODS		40452		96/1.25 oz		
14	BENEFIT BAR- OATMEAL CHOC CHIP	553	J & J SNACK FOODS		40454		96/1.25 oz		
15	BENEFIT BAR, COCO CHIP WG	190	J & J SNACK FOODS		40406		48/2.5OZ		
16	BENEFIT BRFST BAR APP/CINN IW	68	J & J SNACK FOODS		40403		48/2.5OZ		
17	BENEFIT BRFST BAR BAN/CHOC IW	1332	J & J SNACK FOODS		40402		48/2.5OZ		
18	BENEFIT BRFST BAR OAT/RSN IW	50	J & J SNACK FOODS		40400		48/2.5OZ		
19	BENEFIT BRKFST BAR OAT/CHOC IW	1381	J & J SNACK FOODS		40401		48/2.5OZ		
20	BISCUIT, HONEY WHEAT	350	BRIDGEFORD		6285		100/2.25 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
21	BREAD, BANANA 51% WW SLICE IW	67	SUPER BAKERY		6071		70/3.4OZ		
22	BREAD, PANINI WG	10	PILLSBURY		1.00946E+13		192/.82OZ		
23	BREAD, ZUCCHINI 51% WG SLICED, IW	13	SUPER BAKERY		6072		70/3.4 oz		
24	BREADSTICKS,WHITE WW CHEESY GARLIC WHITE WW	180	BRIDGEFORD		6787		320/1.125 oz		
25	BROCCOLI FLORETS	75	PACKER		2503		12/2LB		
26	BROWNIE BITE, CHOC CHIP IW WG	933	BUENA VISTA		83330		120/1.3 OZ		
27	BROWNIE CUP, BROWNIE CUP IW WG	331	DAVES		126		90/1.5OZ		
28	BROWNIE, CHOC	26	GOURMET TREAT		053000WG200		75/2OZ		
29	BROWNIE,BROWNIE IW WG	794	BUENA VISTA		82220		96/2OZ		
30	BUN, BREAKFAST, GLZD 51% WW IW	295	SKY BLUE FOODS		GWB5160		60/2.6OZ		
31	BUN, BREAKFAST, OATMEAL, 51% WW IW	1591	SKY BLUE FOODS		TWB5160		60/2.6 OZ		
32	BUN, SNACK WG	1049	SKY BLUE FOODS		SWB5175		75/2.25OZ		
33	BUN, WG BAKED CINNAMON IW	116	SUPER BAKERY		6070		72/2.9OZ		
34	BURGER, SPICY BLACK BEAN	25	MORNINGSTAR		49938/526241		12/4/2.9 oz		
35	BURRITO, BEAN & CHS WRAP IW WG	226	FIESTA SANTA FE		FFC60575WG		60/6.1OZ		
36	BURRITO, BEEF BEAN GRN CHILI IW	10	LOS CABOS		95574		96/5.2OZ		
37	BURRITO, GRLLD BN & CHS IW WG	400	TRUE NATURAL FOODS		9737-2		72/6.25OZ		
38	CAKE, CRUMB, CINNAMON WG	55	SKY BLUE FOODS		CRC272		72/3 oz		
39	CARNITAS, SHREDDED	183	DEL REAL		101		5/4LB		
40	CARROTS, CRINKLE CUT	25	SIMPLOT		1.00712E+12		12/32OZ		
41	CARROTS, DICED	7	CH BELT		4606		20LB		
42	CARROTS, SMOOTH SLICED	18	CHOICE		6006		1/20LB		
43	CHICKEN STRIPS, WG	41	BRAKEBUSH		5843		145/1.1OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
44	CHICKEN, BREASTS, BREADED	1198	BRAKEBUSH		5363/602854		10LB		
45	CHICKEN, BRD HALLOWEEN BRST NUGGTS WG	415	BRAKEBUSH		5633		2/ 5LB		
46	CHICKEN, CHRISTMAS TREE NUGGETS, WG	373	BRAKEBUSH		5641		145/1.10Z		
47	CHICKEN, FC BUFFALO WINGS	1810	FOSTER FARMS		96210		2/5lb		
48	CHICKEN, FC GLUTEN FREE STRPS	69	BRAKEBUSH		5810/572963		2/ 5LB		
49	CHICKEN, FC HONEY BBQ WINGS	1085	FOSTER FARMS		96211		2/5 lb		
50	CHICKEN, FC POPCORN ORANGE	2547	LINGS		00072-5		14LB		
51	CHICKEN, FOOTBALL NUGGETS WG	344	BRAKEBUSH		5624/582552		2/5LB		
52	CHICKEN, GLAZED BBQ JUMBO SLUGGER	316	TYSON		2133-0928		10#/36		
53	CHICKEN, GRILLED BREAST CUTLET	89	BRAKEBUSH		5830		64/30Z		
54	CHICKEN, HEART SHAPE NUGGETS WG	365	BRAKEBUSH		5640		2/5LB		
55	CHICKEN, SHAMROCK NUGGETS WG	374	BRAKEBUSH		5639		145/1.10Z		
56	CHICKEN, W/RED SAUCE	260	RUIZ		41468/606619		45/5.120Z		
57	CHICKEN, ZOO CREW NUGGETS WG	1141	BRAKEBUSH		5646		2/5LB		
58	CHIMINADA, WG BEAN AND CHEESE	62	BELL TASTY		CHIMINADAQCB		60/4.5 OZ		
59	CHIMINADA, WG BEAN AND CHEESE IW	26	BELL TASTY		CHIMINADAQCW		60/4.5 OZ		
60	CHURROS 5" MINI	170	TIO PEPE		3314		200CT		
61	CHURROS, CINNAMON WG	1279	J & J SNACK FOODS		41114		100/1.480Z		
62	CINNAMON ROLL, DOUGH, WHITE WHEAT	85	BRIDGFORD		6719		144/2.50Z		
63	CINNAMON ROLL, WHOLE WHEAT IW	508	SKY BLUE FOODS		WNCW250		72/2.60Z		
64	CINNAMON ROLLS, MINI CINNIS IW	543	PILLSBURY		33686		72/2.290Z		
65	CINNAMON TOAST W/ EGG BREAD IW	178	ROSE & SHORE		CT15120W		72/2.20Z		
66	CONCHA, CHOCOLATE CONCHA IW WG	245	LUPITAS		1454		84/2.250Z		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
67	CONCHA, PINK, IW WG	20	LUPITAS		1452		84/2.25OZ		
68	CONCHA, VARIETY PACK IW WG	1356	LUPITAS		1450		84/2.25OZ		
69	COOKIE DOUGH, CHOC/CHIP PUCK WG	27	FAT CAT SCONES		WGCCC192-1S		192/1.3OZ		
70	COOKIE DOUGH, RF CHOC CHIP	30	BONZERS		71001/584524		245/10Z		
71	COOKIE DOUGH, RF CHOC CHIP	400	BONZERS		71501/601442		168/1.5OZ		
72	COOKIE DOUGH, RF CHOC/CHIP WG	1222	BUENA VISTA		78015		216/1.5OZ		
73	COOKIE DOUGH, RF SNICKERDOODLE WG	16	BUENA VISTA		78615		216/1.5OZ		
74	COOKIE DOUGH, WG RF CHOC/CHIP	91	FAT CAT SCONES		WGDCC168-AS				
75	COOKIE, BLUE STAR, IW WG	78	BUENA VISTA		74040		150/1.2OZ		
76	COOKIE, CHOC CHIP IW WG	265	FAT CAT SCONES		WGCCC130-AW		130/1.75OZ		
77	COOKIE, CHOC CHIP COOKIE IW WG	37	COOKIETREE		03251WGR		120/1.3OZ		
78	COOKIE, CHOC CHIP IW WG	592	FAT CAT SCONES		WGCCC140-1SW		140/1.2OZ		
79	COOKIE, CHRISTMAS TREE IW WG	71	BUENA VISTA		71220		150/1.1 OZ		
80	COOKIE, GREEN EGG IW	9	BUENA VISTA		71620		150/10Z		
81	COOKIE, ICED OATMEAL, IW	600	KIDS KOOKIE				120/1.1 OZ		
82	COOKIE, RED VELVET IW WG	3	BUENA VISTA		79920		90/1.9OZ		
83	COOKIE, RF C/CHIP IW WG	133	BUENA VISTA		79010		200/1.0 OZ		
84	COOKIE, RF CHOC CHIP	1489	BONZERS		75201/606769		72/1.5OZ		
85	COOKIE, RF CHOC CHIP IW	386	BONZERS		75301/606772		72/1.5OZ		
86	COOKIE, RF CHOC CHIP IW WG	88	GOURMET TREAT		055160WG175		94/1.75OZ		
87	COOKIE, RF CHOCHI IW WG	219	BUENA VISTA		79015		120/1.5 OZ		
88	COOKIE, RF DOUBLE FUDGE COOKIE IW WG	60	COOKIETREE		3233WGR		120/1.3 OZ		
89	COOKIE, RF SNCKRDDLE COOKIE IW WG	5	BUENA VISTA		79615		120/1.5 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
90	COOKIE, RF SUGAR IW WG	68	COOKIE TREE		3239WGR		120/1.3 OZ		
91	COOKIE, SUGAR COOKIE, IW, 1G WG	320	BUENA VISTA		79815		120/1.5OZ		
92	COOKIE, TRIPLE CHOC FILLED WG	10	RICHS		3593		120/1.7OZ		
93	COOKIE, TURKEY IW	120	BUENA VISTA		73720		150/1OZ		
94	COOKIE, YELLOW STAR COOKIE IW WG	18	BUENA VISTA		73920		150/1OZ		
95	CORN DOG, CHICKEN, JUMBO WG	2326	DON LEE FARMS		CN34072WG		72/4OZ		
96	CORN DOGS, MINI, LOW FT WG	993	FOSTER FARMS		96086		2/5LB		
97	CORN, MINI COB	167	READY FIX		27403		96/3OZ		
98	CORN, WHOLE KERNEL	503	CH BELT		7931		1/30LB		
99	CRISPITOS, CHILI WG	10	TYSON		24569-0821		72/3.45OZ		
100	CROISSANT, SLICED WG	520	BAKE CRAFTERS		3286		80/2.2 oz		
101	DONUT, MINI, CHOC ENROBED IW WG	627	SUPER BAKERY		7786		72/3.3OZ		
102	DONUT, MINI POWDERED IW WG	249	SUPER BAKERY		7787		72/3.3OZ		
103	DOUBLE DOGS, CHICKEN IW	80	ELEMENTS		60003		90/4OZ		
104	DOUBLE DOGS, CHIX IW	2313	MICHAEL B'S BESTWAY		DD400		60/4OZ		
105	DOUBLE DOGS, LIL KAHUNA IW	16	ELEMENTS		DBLDOGS		90/4OZ		
106	EDAMAME SHELLS IW 50/3OZ	317	FRESH PRODUCE		139152		50/3OZ		
107	EDAMAME, SOYBEAN	10	SIMPLOT		1.00712E+13		6/2.5LB		
108	EGG ROLL, CHICKEN WG	11	MINH		69461		60/3OZ		
109	FRENCH TOAST, MINI CINN RUSH IW	151	PILLSBURY		37309		72/2.64OZ		
110	FRUDEL, CHERRY IW	108	PILLSBURY		127851		72/2.29OZ		
111	FRUIT CUP, BLUE RASPBERRY LEMON	11	RIDGEFIELDS		2009		70/3.4 oz		
112	FRUIT CUP, KIWI STRAWBERRY	25	RIDGEFIELDS		2014		70/3.4 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
113	FRUIT CUP, STRAWBERRY MANGO	11	RIDGEFIELDS		2015		84/4.4 oz		
114	FRUIT FREEZE, AMERICAN HERO RICE STRW/LMNDE/BLUE RASP	125	ROSATI		0-77222-35485-3		90/4.4 oz		
115	FRUIT FREEZE, BLUE RASPBERRY	325	ROSATI		448=BR-Fj		90/4.4 oz		
116	FRUIT FREEZE, CHERRY	300	ROSATI		448-CHBR-Fj		90/4.4 oz		
117	FRUIT FREEZE, CRYBABY SOUR APPLE	115	ROSATI		35469-3		90/4.4 oz		
118	FRUIT FREEZE, CRYBABY SOUR CHERRY	330	ROSATI		7722235459		90/4.4 oz		
119	FRUIT FREEZE, WATERMELON	250	ROSATI		448-WM-Fj		90/4.4 oz		
120	FRUIT, FROZEN, 4 BERRY BLEND IQF	954	WAWONA		4453		2/5LB		
121	FRUIT, SNO PAL PINEAPPLE	50	FRUIT FRUIT		3167		100/2.7oz		
122	GLUTEN FREE 6" CHS PIZZA IW	2	MR SIPS		300151/542958		24/6.7 OZ		
123	GLUTEN FREE 6" PEPPERONI PIZZA IW	2	MR SIPS		300153/545658		24CT		
124	GLUTEN FREE BREAD, IW	68	MR SIPS		300156/544552		24/1.5 oz		
125	GLUTEN FREE CHICKEN CHUNKS	1	MR SIPS		543033/300433		2/5#		
126	GLUTEN FREE CORN DOGS ALL BF	2	MR SIPS		300157		24CT		
127	GLUTEN FREE MAC AND CHEESE	3	MR SIPS		300950/564576		16/ 5.0 OZ		
128	GLUTEN FREE, DINNER ROLL WG	32	UDIS		565425/UGF806761		36/1.4 oz		
129	GOODY RING, WG	935	SUPER BAKERY		18400		80/2.5 oz		
130	GREEN BEANS, REGULAR CUT	28	CHOICE		8708		1/20LB		
131	HOT DOG, 5" 8/1 TURKEY WEINERS	332	HOFFY		1204		2/5LB		
132	HOT DOG, 6 3/4" 4/1 BEEF FRANKS	75	HOFFY		2101		4/5LB		
133	HOTDOG, FRANKS BEEF 5/1 - 6 3/4 "	68	HOFFY		2102		4/5LB		
134	HOTDOG, FRANKS BEEF 6" 8/1	3	HOFFY		3025		10LB		
135	JUICE, 100% ORANGE	113	SUNCUP		30100		70/4 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
136	JUICE, RIPS SLUSH CHERRY LIMEADE	160	COOL TROPICS		13007		60/4OZ		
137	LOAF, MINI, ULTRA CRSP APL WG	24	SUPER BAKERY		7057		120/2OZ		
138	MEDITERRANEAN BRUSCHETTA	5	SEVILLO FINE FOODS		574499/021		1/8LB		
139	MUFFIN, BANANA NUT, BULK WG	160	GOLDEN CRUST		4503		72/4OZ		
140	MUFFIN, BANANA, WG IW	97	DAVES		WG828		60/3.15OZ		
141	MUFFIN, BLUEBERRY BULK WG	225	GOLDEN CRUST		4502		72/4OZ		
142	MUFFIN, BLUEBERRY IW WG	285	DAVES		WG829		60/3.15OZ		
143	MUFFIN, CHOC CHIP BULK WG	435	GOLDEN CRUST		4505		72/4OZ		
144	MUFFIN, CHOC.CHIP MUFFIN IW WG	1629	DAVES		WG825		60/3.15OZ		
145	MUFFIN, DOUBLE CHOC CHIP BULK WG	450	GOLDEN CRUST		4504		72/4OZ		
146	MUFFIN, DOUBLE CHOCOLATE, IW WG	193	DAVES		WG845		60/ 3.1 OZ		
147	MUFFIN, LEMON, BATTER, WG	14	FAT CAT SCONES		WGLEMME-9#		2/9lb		
148	MUFFIN, MINI CHOC CHIP MUFFIN IW WG	60	DAVES		WG385		90/1.9OZ		
149	MUFFIN, MINI WG BANANA IW	29	DAVES		WG381		90/1.9 OZ		
150	MUFFIN, MINI, BLUEBERRY IW WG	42	DAVES		WG380		90/1.9OZ		
151	NOODLES, CHOW MEIN 51% WG	17	LINGS		00301-6		14 LB		
152	ON TOP TOPPING	3	RICHS		2559		12/16OZ		
153	ONION RINGS, BREADED WG	183	TASTY BRANDS		33504		6/5LB		
154	PANCAKE & SAUS ON A STIC, WG	11	DON LEE FARMS		CN33572		72/3.0OZ		
155	PANCAKE TRKY SAUS ON A STICK	520	SARA LEE		70613/607808		40/2.51OZ		
156	PANCAKE WRAPS, MINI TRKY WG	497	FOSTER FARMS		96169		2/5LB		
157	PANCAKE WRAPS, TURKEY MAPLE, WG	30	FOSTER FARMS		95121		56/2.85 OZ		
158	PANCAKES, STWBRY SPLSH MINI IW	88	PILLSBURY		37731		72/3.17OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
159	PANCAKES, MAPLE, MINI BURST'N IW	458	PILLSBURY		37732		72/3.17OZ		
160	PANCAKES, MAPLE, MINI IW	45	DEWAFELBAKKER		625		72/3OZ		
161	PANCAKES, MINI MAPLE WG	915	EGGO		38000-92562		72/3.03 oz		
162	PANCAKES, W/ CINN GLAZE IW WG	935	THE MAX		94543-04442		80/3oz		
163	PANCAKES, WG	1047	AUNT JEMIMA		464714/43582		144/1.14OZ		
164	PASTA, ROTINI WG	10	MARZETTI		31070		4/3LB		
165	PATTIES, PROTEIN VEGGIE	51	DON LEE FARMS		CN10325		72/3.2OZ		
166	PEAS, GREEN	117	WORLDS FINEST		12312		1/20LB		
167	PIZZA, BITES, CHEESE	125	FSI				77/3.5OZ		
168	POCKET THINS, ITALIAN HERB WG	40	BUENA VISTA		11220		96/2OZ		
169	POCKET THINS, ITALIAN HERB WG 2 PK	5	BUENA VISTA		11330		60/2OZ		
170	POLLOCK, OVNRDY BRD RECT RF WG	9	ICYBAY		23236		10LB		
171	POLLOCK, SQUARES, BREADED	8	SPIRITED FOODS		SF03011		10 Lb		
172	PORK, BREAKFAST STICKS	30	SARA LEE		19008/640508		48/2.51OZ		
173	PORK, FC SKINLESS SAUSAGE LINK	2500	FARMLAND		70247-138177		10LB		
174	POTATOES, HASH BROWNS	100	MCCAIN		1000006188		6/5LB		
175	POTATOES, HOMESTYLE MASHED	25	POTATO PRODUCTS OF IDAHO		110061A		4/6.25LB		
176	PRETZEL DOG CHICKEN IW	250	MICHAEL B'S BESTWAY		PD446		60/4.46OZ		
177	PUPUSA, BEAN AND CHEESE	4	DEL REAL		705		8/5 CT		
178	QUESADILLA, CHEESE IW	25	FOSTER FARMS		5877		144/2.4OZ		
179	RICE, FRIED, WG 100% VEG	438	MINH		69074		6/5# BAGS		
180	ROLL, CINNAMON SWIRL, 51%WW 2-PK IW	1040	SKY BLUE BAKERY		WCSW272		72/2ct		
181	ROLL, DINNER, ALOHA, WG	695	SHANNON		SB-210		192/1 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
182	ROLL, DINNER, ARTISAN 51% WWW	22			F342		144/2 oz		
183	ROLL, HOAGIE, WW 4.5" MINI SLICED	235	SHANNON		SB-800		144/1.8 oz		
184	SANDWICH, BRfst EGG&CHEESE WG	1013	ADVANCE PIERRE		68079		100/2.35OZ		
185	SANDWICH, EGG & CHS SANDWICH WG	24	ADVANCE PIERRE		68140		60/3.6OZ		
186	SANDWICH, TURKEY HAM & CHS SUB	30	ADVANCE PIERRE		68124		45/4.4OZ		
187	SAUCE, GENERAL TSO	20	JTM		73450		6/5LB		
188	SAUCE, HONEY FIRE	15	CHEFS CORNER		OFC-2173		15/2LB		
189	SAUCE, MANDARIN ORANGE	8	CHEFS CORNER		OFC-2171		15/2LB		
190	SAUSAGE ROLL, MORNING IW WG	51	TASTY BRANDS		64002		136/2OZ		
191	SAUSAGE ROLL, MORNING IW WG	33	DOUBLE B FOODS		4093B		136/2OZ		
192	SMOKE FRANKS	5	HILLSHIRE FARMS		31196/417241		4/3LB		
193	SOUP, BOSTON CLAM CHOWDER	5	CAMPBELLS		339680/08556		3/4LB		
194	SOUP, BROCCOLI CHEESE	3	CAMPBELLS		339673/08187		3/4LB		
195	SOUP, BROWN & WILD RICE W/CHIX	4	CAMPBELLS		11927		3/4LB		
196	SOUP, CHICKEN & DUMPLING	5	CAMPBELLS		11919		3/4LB		
197	SOUP, COND TOM FLORENTINE W/PASTA	4	CAMPBELLS		352230/11925		3/4LB		
198	SOUP, CREAM OF POTATO	3	CAMPBELLS		08166/339669		3/4LB		
199	SOUP, HOMESTYLE CHICKEN NOODLE	6	CAMPBELLS		339661/8169		3/4LB		
200	SOUP, ITALIAN WEDDING	5	CAMPBELLS		339690/10428		3/4LB		
201	SOUP, MEXICALI TORTILLA	5	CAMPBELLS		10431/339689		3/4LB		
202	SOUP, MINISTRONE	5	CAMPBELLS		08167/339662		3/4LB		
203	SQUARE, CRUMB, IW WG	289	DAVES		325		45/2.2OZ		
204	SUPER STARS POWDERED 51% WG	53	SUPER BAKERY		9202		160/1.3OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
205	TACO NADA, TURKEY	1920	BELL TASTY		6TT200B		60/5OZ		
206	TACO NADA, TURKEY IW	568	BELL TASTY		6TT200W		60/5OZ		
207	TAMALE, CHICKEN GREEN WG	220	DEL REAL		783		48/6oz		
208	TAQUITOS, CHICKEN WG	51	POSADA		46580011		70/3.48OZ		
209	TAQUITOS, CHICKEN, BULK WG	1111	MICHAEL B'S BESTWAY		CTB43		100/2.2OZ		
210	TAQUITOS, CHICKEN, IW WG	25	MICHAEL B'S BESTWAY		CTB43W		50/4.4OZ		
211	TOAST, GARLIC TEXAS, IW WG	99	BAKE CRAFTERS		1616		120/1.31OZ		
212	TORNAD, SRIRACHA CHX WG	150	RUIZ		86122		24/2.79OZ		
213	TORNADO, RANCHERO BF CHS WG	1400	RUIZ		86249		24/2.79OZ		
214	TRKY BRKFAST ON A STICK WG	730	FOSTER FARMS		94113		60/cs		
215	TRKY TACO NADA, BREAKFAST	266	BELL TASTY		6BTT480B		60/4OZ		
216	TRKY TACO NADA, BREAKFAST IW	1097	BELL TASTY		6BTT480W		60/4OZ		
217	TURKEY HAM, HICKORY SMOKED	32	FOSTER FARMS		6845		2/5-6LB		
218	TURKEY, GROUND	2	CAROLINA		70029/528070		4/5LB		
219	TURKEY, TC WHL ROASTED, RAW	5	FOSTER FARMS		2550		2/18LB		
220	ULTRA BREAD SLICE PUMPKIN	5	SUPER BAKERY		6075		70/3.4OZ		
221	VEGETABLES, MIXED	305	WORLDS FINEST		10912		1/20LB		
222	WAFFLE, BELGIAN, WG	566	KRUSTEAZ		80483/598009		72/2.4OZ		
223	WAFFLE, DUTCH, 51% WG	1083	J & J SNACK FOODS		4521		48/2.9OZ		
224	WAFFLE, GLUTEN FREE	3	VANS NATURAL		30206/560404		12/9 oz		
225	WAFFLE, MAPLE MADNESS MINI	150	PILLSBURY		32265		72/2.47OZ		
226	WAFFLE, MAPLE TFF WG	491	BAKE CRAFTERS		1556		144/1.4OZ		
227	WAFFLE, MINI CINN WG	138	EGGO		38000-92313		72/2.64OZ		

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228	WAFFLE, MINI MAPLE WG	1050	EGGO		38000-92315		72/2.65OZ		
229	WAFFLE, SNACK'N, CHOC CHI, WG	12	SMUCKERS		33662		72/2.4 oz		
230	WAFFLE, WG	84	KRUSTEAZ		40321/477114		144/1.42OZ		
231	WRAP, LAVASH 8x10 WG	150	CALIFORNIA LAVASH		1422		8/12 ct		
	REFRIGERATED								
232	BACON, PRE-COOKED	411	DAILY'S		816297		2/150CT		
233	CHEESE, PARMESAN	50	KRAFT		134929j		24OZ		
234	CHEESE, PARMESAN, GRATED	20	KRAFT		01086/462643		12/1LB		
235	CHEESE, PARMESAN, SHREDDED	15					6/2 lb		
236	CHEESE, PARMESAN, GRATED IW	80	SARGENTO		462436/32301		200/3.5GR		
237	CHICKEN BASE, LS	26	KNORR		50742/629829		6/1LB		
238	CHIPOTLE BASE	5	MINORS		86069/360423		6/14.4OZ		
239	CREAM CHEESE, POUCHES IW	495	PHILADELPHIA		377728/61120		100/1OZ		
240	CREAM CHEESE, STRAWBERRY, CUPS	300	PHILADELPHIA				100/1OZ		
241	DILL CHIPS, 1/8" CARTWHEEL	468	HOMADE		1501		4/1GL		
242	DRESSING, CAESAR	5	KENS FOODS		728		4/1GL		
243	DRESSING, CHIPOTLE RANCH	6	KENS FOODS		1152		4/1GL		
244	DRESSING, LITE CAESAR	14	KENS FOODS		808		4/1GL		
245	DRESSING, LITE RANCH, CUPS	382	NATURALLY FRESH		30003420		100/1oz		
246	DRESSING, SESAME ORIENTAL	110	KENS FOODS		619		4/1GL		
247	HUMMUS, CLASSIC	105	KRONOS		428935/383452		2/4LB		
248	JUICE, BERRY BLAST	125	NAKED JUICE		63117		8/10OZ		
249	JUICE, BLUE MACHINE	101	NAKED JUICE		82592010377		8/10OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
250	JUICE, GREEN MACHINE	113	NAKED JUICE		63076		8/10OZ		
251	JUICE, MIGHTY MANGO	111	NAKED JUICE		63072		8/10OZ		
252	JUICE, SMOOTHIE, BERRY BOOST	70	BOLTHOUSE		BB3BF9		9/11OZ		
253	JUICE, SMOOTHIE, GREEN GOODNESS	40	BOLTHOUSE		GG3BF9		9/11OZ		
254	JUICE, SMOOTHIE,MANGO	100	BOLTHOUSE		MS3BF9		9/11OZ		
255	JUICE, STRAWBERRY BANANA	103	NAKED JUICE		63071		8/10OZ		
256	JUICE, STRAWBERRY MANGO	50	NAKED JUICE		*		8/10OZ		
257	PICKLES, HAMBURGER, CRINKLE CUT	3	HEINZ		75991013		6/5.75LB		
258	SOUR CREAM CUPS	19	LAND O LAKES		64421/521241		100/1OZ		
259	SOUR CREAM, FAT FREE	6	LAND O LAKES		64407		100/1OZ		
260	SWEET RELISH	11	HOMADE		1601		4/1GL		
261	TORTILLAS, 10" UG WW FLOUR	315	ROMEROS		210262UG		6/2DZ		
262	TORTILLAS, 6" ULTRA GRAIN, 2CT	15	ROMEROS		206022UG		144/2CT		
263	TROPICANA PREMIUM JUICE	50	TROPICANA		75715		24/10OZ		
264	YOGURT, TRIX RASP RAINBOW	666	GENERAL MILLS		17725		48/4OZ		
265	YOGURT, TRIX STRAW/BANANA	353	GENERAL MILLS		17726		48/4OZ		
266	YOGURT, VANILLA, NON FAT	111	UPSTATE FARMS		460630/113234		4/5LB		
	DRY								
267	BAKING SODA	11					12/28 oz		
268	BAR, CEREAL, CINN TOAST CRUNCH	357	GENERAL MILLS		45576		96/1.42OZ		
269	BAR, CEREAL, COCOA PUFFS	421	GENERAL MILLS		45577		96/1.42OZ		
270	BAR, CEREAL, FRUIT AND GRAIN IW	24	FIELDSTONE		547595/9773		192/1.38 oz		
271	BAR, CEREAL, NUTRIGRAIN APPLE CINN IW	185	KELLOGGS		38000-59779		96/1.55 oz		

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272	BAR, CEREAL, NUTRIGRAIN STRAWBERRY IW	319	KELLOGGS		38000-59772		96/1.55 oz		
273	BAR, CEREAL, TEAM CHEERIOS STRWBRY	129	GENERAL MILLS		31914		96/1.42OZ		
274	BAR, GRANOLA, CHEWY CHOC CHIP	30	QUAKER		31182		96/.84 oz		
275	BAR, GRANOLA, COCOA KRISPIES	123	KELLOGGS		38000-91612		96/1.34 oz		
276	BAR, GRANOLA, OATS & HONEY	15	NATURES VALLEY		23820		168/1.5OZ		
277	BAR, KRISPIES, MIXED BERRY	64	KELLOGGS		54937		96/1.27 oz		
278	BAR,CEREAL,APPLE CINN CHEWY, IW	51	KELLOGGS		38000-48396		96/1.27 oz		
279	BAR,CEREAL, TRIX	317	GENERAL MILLS		31915		96/1.42OZ		
280	BEANS, BAKED	8	BUSH BROS*		197631/001619		6/#10		
281	BEANS, BLACK	93	TEASDALE*		TEA-ADB-0610		6/#10		
282	BEANS, GARBANZO, SULFITES FREE	36	TEASDALE*		TEA-FOB-0610		6/#10		
283	BEANS, KIDNEY, DK RED	47	TEASDALE*		TEA-DA-0610		6/#10		
284	BEANS, PINTO, US GRADE A FANCY	346	TEASDALE*		TEA-EB-0610		6/#10		
285	BEANS, SMOOTH REFRIED	236	SANTIAGO		82948		6/29.77OZ		
286	BEANS, VEGETARIAN W/ TOMATO SAUCE, US GRADE B	290					6/#10		
287	BEEF JERKY, ORIGINAL RS	33	JACK LINKS		7721		48/.85OZ		
288	BEEF JERKY, TERIYAKI RS	9	JACK LINKS		7717		48/.85OZ		
289	BEETS, SHOESTRING STOKELY	29	SENECA*		9010/32483		6/#10		
290	CARROTS, SLICED	202	CALI GIRL*		92822		6/#10		
291	CATSUP PACKET, IW	739	HEINZ				1000/9GM		
292	CEREAL, BOWLPAK, 1 OZ GRAIN EQ. (LIST ALL FLAVORS AND PRICING)	7526	GENERAL MILLS, MALT O MEAL, KELLOGGS				96 CT		
293	CEREAL, BOWLPAK, 2 OZ GRAIN EQ. (LIST ALL FLAVORS AND PRICING)	165	GENERAL MILLS, MALT O MEAL, KELLOGGS				48 CT		
294	CEREAL, BULK, WG (LIST ALL FLAVORS AND PRICING)	100	GENERAL MILLS, MALT O MEAL, KELLOGGS				4/50 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
295	CEREAL, FRUIT LOOPS RED SUGAR POUCH, WG	35	KELLOGGS		38000-11467		96/10Z		
296	CHEX MIX, SIMPLY SNACK CHEDDAR WG	185	GENERAL MILLS		31932		60/.92 OZ		
297	CHEX MIX, SIMPLY STRAWBERRY YOGURT, IW	155	GENERAL MILLS				60/1.03 oz		
298	CHILI MIX, QUICKSTART HOMESTYLE	30	BASIC AMERICAN		479520/10298		6/20.8OZ		
299	CHIP, FANTASTIX FLAMIN' HOT WG	458	CHEETOS		43578		104/10Z		
300	CHIPS, TORTILLA STRIPS WG	758	ROMEROS		512120		12/11LB		
301	CHIPS, BAKED BBQ	317	LAYS		32078		60/.875OZ		
302	CHIPS, BAKED FRIES CHDR CHEESE	494	TGI FRIDAYS		31169		72/10Z		
303	CHIPS, BAKED KC MASTERPIECE	299	LAYS		44395		64/1.125OZ		
304	CHIPS, BAKED POTATO	83	LAYS		44396		64/1.125OZ		
305	CHIPS, BAKED SOUR CREAM & ONION	113	LAYS		33627		60/.875OZ		
306	CHIPS, BAKED SOUR CREAM & ONION	94	LAYS		44398		64/1.125OZ		
307	CHIPS, BAKED TORTILLA SCOOPS WG	264	TOSTITOS		42537		72/.875OZ		
308	CHIPS, BBQ	166	POP CHIPS		70220		24/0.8OZ		
309	CHIPS, CHEETO PUFFS WG RF	86	CHEETOS		21910		72/.7OZ		
310	CHIPS, CHILI CHEESE FANTASTIX WG	157	CHEETOS		36098		104/10Z		
311	CHIPS, CORN, ORIGINAL	22	FRITO		19852		120/.75OZ		
312	CHIPS, CRAZY HOT POTATO	35	POP CHIPS		70120		24/0.7OZ		
313	CHIPS, DRIED APPLE	50	TREE TOP		5260		125/.34OZ		
314	CHIPS, KETTLE CLASSIC	41	LAYS		25115		64/1.375OZ		
315	CHIPS, KETTLE JALAPENO	50	LAYS		25111		64/1.375OZ		
316	CHIPS, KETTLE SALT & VINEGAR	55	LAYS		25113		64/1.375OZ		
317	CHIPS, MULTIGRAIN HARVEST CHEDDAR WG	754	SUN CHIPS		11152		104/10Z		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
318	CHIPS, MULTIGRAIN MIX HRVST CHDR	20	SUN CHIPS		30820		104/.875		
319	CHIPS, MULTIGRN GARDEN SALSA WG	455	SUN CHIPS		36445		104/10Z		
320	CHIPS, MUTIGRAIN SNACKS ORIGINAL WG	234	SUN CHIPS		11151		104/10Z		
321	CHIPS, ONION BAKED SNACK WG	100	FUNYUNS		66689		104/.75		
322	CHIPS, OVEN BAKED CHEDDAR SOUR CREAM	141	RUFFLES		56882		60/.80Z		
323	CHIPS, OVEN BAKED CRUNCHY FLAMIN WG	1744	CHEETOS		62984		104/.875OZ		
324	CHIPS, OVEN BAKED CRUNCHY WG	188	CHEETOS		62933		104/.875OZ		
325	CHIPS, OVEN BAKED POTATO CRISPS REG	89	LAYS		33625		60/.875OZ		
326	CHIPS, POTATO	288	LAYS		11045		104/1oz		
327	CHIPS, PUFFS FLAMIN HFT WG RD	223	CHEETOS		21912		72/.70Z		
328	CHIPS, REDUCED FAT COOL RANCH WG	750	DORITOS		36096		72/10Z		
329	CHIPS, REDUCED FAT NACHO CHEESE WG	824	DORITOS		31748		72/10Z		
330	CHIPS, RF FLAMAS TORTILLA	406	DORITOS		62829		72/10Z		
331	CHIPS, RF SPICY SWEET CHILI CHIPS WG	422	DORITOS		49093		72/10Z		
332	CHIPS, ROUND TORTILLA	22	LA TAPATIA		177502		12/1LB		
333	CHIPS, SCO POTATO	6	POP CHIPS		70228		24/0.80Z		
334	CHIPS, TORTILLA CHIPS YLW ROUND IW WG	154	SNACK KING		260529		80/20Z		
335	COFFEE, CLASSIC ROAST	22	FOLGERS*		980094558		6/510Z		
336	COOKIE, DR. SEUS'S GREEN EGG	127	KIDS KOOKIE		3027		144/.70Z		
337	COOKIE, FORTUNE	12	C PACIFIC*		MISC414		350CT		
338	COOKIE, HOLIDAY WREATH, IW	10	KIDS KOOKIE		9082		168/.70Z		
339	COOKIE, JACK O' LANTERN IW	16	KIDS KOOKIE		9030		160/.70Z		
340	COOKIE, SHAMROCK COOKIE	127	KIDS KOOKIE		3045		152/.70Z		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
341	COOKIE, SHAMROCK COOKIE IW	15	KIDS KOOKIE		9045		152/.7OZ		
342	COOKIE, SPRING EGG ASSORTED IW	14	KIDS KOOKIE		9012		144/.7OZ		
343	COOKIE, TURKEY SPICE COOKIE IW WG	13	KIDS KOOKIE		9005		160/1OZ		
344	COOKIE, VALENTINE	136	KIDS KOOKIE		3050		160/.7OZ		
345	COOKIE, VALENTINE IW	14	KIDS KOOKIE		9050		160/.7OZ		
346	COOKIES, SHTBRD MINI CKY NUT FREE WG	120	SKEETER		629531/03180		192/1.06OZ		
347	CORN, WHOLE KERNEL LS US GRADE	1564	SENECA*		36763		6/#10		
348	CRACKERS CINNAMON GRAHAMS WG	15	MJM		308151		150/3CT		
349	CRACKERS, 51% WINTER CINNAMON SNACKS WG	12	SMART FOODS		57073		200/1OZ		
350	CRACKERS, ABC MIXED BERRY GRAHAMS, 51% WG	80	J & J SNACK FOODS		56074		200/1 OZ		
351	CRACKERS, ALL CHOCOLATE, SPORTS BITES WG	150	MJM		512150		150/1OZ		
352	CRACKERS, ANIMAL, WG	16	BISCOMERICA		20012		100/1 oz		
353	CRACKERS, ANNIES BUNNY GRAHAMS FRIENDS	23	GENERAL MILLS		600237		100/1.25		
354	CRACKERS, APPLE CINNAMON BEAR GRAHAMS WG	71	MJM		403001		300/1 OZ		
355	CRACKERS, BELLY BEAR, WG GRAHAM, IW	220	J&J SNACK FOODS				200/ 1oz		
356	CRACKERS, CHEDDAR GOLDFISH WG	557	PEPPERIDGE FARM		18105/484764		300/.75OZ		
357	CRACKERS, CHEEZ-IT CRACKER WG IW	688	KELLOGGS		24100-79263		175/.75OZ		
358	CRACKERS, CHOCOLATE BEAR GRAHAMS, WG	297	MJM		402001		300/1 OZ		
359	CRACKERS, CINNAMON GRAHAM BUG BITE	16	KELLOGGS		30100-55644		210/1OZ		
360	CRACKERS, ELF GRAHAM CHOCOLATE IW	24	KELLOGGS		30100-40239		150/1OZ		
361	CRACKERS, ELF GRAHAM CINNAMON IW	849	KELLOGGS		30100-40221		150/1OZ		
362	CRACKERS, GIANT CINN GOLDFISH GRAHAMS WG	8	PEPPERIDGE FARM		15094		300/.9OZ		
363	CRACKERS, GOLDFISH FRENCH TOAST WG	250	PEPPERIDGE FARM		25082		300/1OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
364	CRACKERS, GOLDFISH HONEY BUN WG	500	PEPPERIDGE FARM		25083		300/1OZ		
365	CRACKERS, GOLDFISH PRETZELS WG	200	PEPPERIDGE FARM		396982/14396		300/.75OZ		
366	CRACKERS, GOLDFISH, RAINBOW	286	PEPPERIDGE FARM		4788		300/.75OZ		
367	CRACKERS, HARVEST WHEAT IW	11	KELLOGGS		24100-11455		300/2CT		
368	CRACKERS, HONEY GRAHAM WITH FIBER 3	2095	KEEBLER		30100-91819		150/.81OZ		
369	CRACKERS, HOT N' SPICY GOLDFISH WG	14	PEPPERIDGE FARM		17330		300/.75OZ		
370	CRACKERS, JUNGLE, 51% WG	42	J & J SNACK FOODS		39085		200/1 OZ		
371	CRACKERS, MAPLE SUNRISE BITES WG	101	MJM		570150		150/1 oz		
372	CRACKERS, MINI CHOC CHIP GRAHAM WG	112	SKEETER		03179/622307		192/1.2OZ		
373	CRACKERS, ORIGINAL WHEAT	17	KEEBLER		30100-05066		300/ 2ct		
374	CRACKERS, SCOOBY DOO GRAHAM STIX IW	252	KELLOGGS		30100-50689		210/1OZ		
375	CRACKERS, STRAWBERRY DINO GRAHAMS	156	MJM		407001		300/2CT		
376	CRACKERS, VANILLA BEAR GRAHAMS WG	36	MJM		404001		300/1 OZ		
377	CRACKERS, VANILLA DOT GRAHAMS WG	109	J & J SNACK FOODS		56073		200/1OZ		
378	CRACKERS, VANILLA SOUND BITES WG	161	MJM		544150		150/1OZ		
379	CRACKERS, WHEAT BASIC	27	BACK TO BASICS JNS		37501		150/.8OZ		
380	CRACKERS, ZESTA SALTINES	412	KEEBLER		30100-01008		500/2PK		
381	CRACKRS, SAVORY WHEAT	1565	MJM		781100		100/2OZ		
382	CRAISINS, DRIED CRANBERR-CHERRY	202	OCEAN SPRAY		23444		200/1.16OZ		
383	CRAISINS, DRIED CRANBERR-STRWBRR	738	OCEAN SPRAY		23445		200/1.16OZ		
384	CRAISINS, DRIED CRANBRRY- WATERMELON	200	OCEAN SPRAY		22044		200/1.16OZ		
385	CRAISINS, DRIED CRANBRRY-BLUBRRY	56	OCEAN SPRAY		23446		200/1.16OZ		
386	CRAISINS, OCEAN SPRAY ORIGINAL	2	OCEAN SPRAY		263066bg		64OZ (BAG)		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
387	CREAMER, FRENCH VANILLA IW	28	COFFEEMATE*		356550/35070		180/.38OZ		
388	CREAMER, REGULAR IW	7	COFFEEMATE*		356761/35120		180/.38OZ		
389	CROUTONS, CHS GARLIC, WG IW	273	SUGAR FOODS		74627/595447		250/.5OZ		
390	CROUTONS, CUBE SEASONED IW	56	SUGAR FOODS		493241/74470		250/.25OZ		
391	DRESSIN, SESAME ORIENTAL	12	MARZETTI		41464		4/1GL		
392	DRESSING MIX, ITALIAN - NO MSG	42	FOOTHILL FARMS		436377/V407-JG190		18/6.5OZ		
393	DRESSING MIX, RANCH	26	FOOTHILL FARMS		436358/V400-JA190		18/3.2OZ		
394	DRESSING MIX, RANCH	24	FOOTHILL FARMS		436366/V400-46190		25LB		
395	DRESSING, 1000 ISLAND IW 1.5oz.	25	MARZETTI		81987		60/1.5 oz		
396	DRESSING, ASIAN SESAME, IW	30	KENS FOODS		1145B3		60/1.5OZ		
397	DRESSING, ASIAN, IW 1.5oz.	75	MARZETTI		81290		60/1.5 oz		
398	DRESSING, BALSAMIC IW	6	MARZETTI		84258		60/1.5OZ		
399	DRESSING, BUTTERMILK RANCH	1044	AMERICANA, PORTION PAK, SONA HOLLEN				200/12GM		
400	DRESSING, CAESAR	10	MARZETTI, KENS FOODS				4/1 gal		
401	DRESSING, CAESAR IW 1.5oz.	110	MARZETTI		82000		60/1.5 oz		
402	DRESSING, CAESAR, PACKETS	191	KENS FOODS		KE827B3		60/1.5OZ		
403	DRESSING, COLESLAW	8	KENS FOODS		870		4/1GL		
404	DRESSING, FF RANCH, POUCH	5	KRAFT		377789/64962		200/.44OZ		
405	DRESSING, ITALIAN	11					200/12GM		
406	DRESSING, ITALIAN IW 1.5oz.	40	MARZETTI		81979		60/1.5 ozcs		
407	DRESSING, RANCH	303	KENS FOODS		789		4/1GL		
408	DRESSING, RANCH IW 1.5oz.	293	KRAFT, KENS FOODS				60/cs		
409	DRESSING, RANCH PACKETS IW	150	SONA HOLLEN		47233		200/12GR		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
410	FLOUR, ALL PURPOSE	35	GOLD MEDAL		14314		50LB		
411	FRUIT MIX, GRADE B, PACKED W/ NATURAL JUICE	410					6/#10		
412	FRUIT ROLL UP, RED SUGAR STRAWBERRY	167	GENERAL MILLS		29162		96 ct		
413	FRUIT ROLL-UP, CRAZY COLOR	24	GENERAL MILLS		1600011561		96CT		
414	FRUIT ROLL-UP, HOT COLORS	10	GENERAL MILLS		1600011566		96CT		
415	FRUIT SNACKS, ASSORTED	11	MOTTS		47954		144/1.6OZ		
416	FRUIT SNACKS, FS BERRIES N CHERRIES	16	WELCHS		14492		144/1.55 oz		
417	FRUIT SNACKS, FS MIXED FRUIT	99	WELCHS		14498		144/1.55 oz		
418	FRUIT SNACKS, FS STRAWBERRY	6	WELCHS		14496		144/1.55 oz		
419	FRUIT SNACKS, MIXED BERRY	6	MOTTS		16000-47953		144/1.6OZ		
420	FRUIT SNACKS, SCOOPY DOO	84	GENERAL MILLS		1600011510		96CT		
421	FRUIT, APPLESAUCE CUP, IW (1/2 CUP FRUIT EQUIVALENT)	721	TREE TOP, MOTTS OR EQUAL				72/cs		
422	FRUIT, APPLESAUCE, UNSWEETENED	56	SENECA*		43500		6/#10		
423	FRUIT, APRICOT HALVES LS	12	DEL MONTE		06933/465135		6/#10		
424	FRUIT, FRUIT MIX LS	433	DEL MONTE		11696		6/#10		
425	FRUIT, MANDARIN ORANGES	212	AMERICAN ROLAND		64052		6/#10		
426	FRUIT, PEACHES, SLICED LS	271	DEL MONTE		219		6/#10		
427	FRUIT, PEACHES, YELLOW, CLING, DICED, W/ NATURAL JUICE OR WATER	503					6/#10		
428	FRUIT, PEARS, BARTLETT, DICED, W/ NATURAL JUICE OR WATER	513					6/#10		
429	FRUIT, PINEAPPLE TIDBITS IN JUICE	1009	DEL MONTE		2001692/381946		6/106OZ		
430	GATORADE, G2 CLEAR MIXED BERRY	204	GATORADE		13297		24/12OZ		
431	GATORADE, G2 FRUIT PUNCH	249	GATORADE		12202		24/12OZ		
432	GATORADE, G2 GLACIER FREEZE	246	GATORADE		12007		24/12OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
433	GATORADE, G2 GRAPE	67	GATORADE		12203		24/12OZ		
434	GATORADE, G2 ORANGE	60	GATORADE		12204		24/12OZ		
435	GELATIN MIX, CHERRY	3	DIAMOND CRYSTAL		53638		12/24OZ		
436	GELATIN MIX, ORANGE	10	DIAMOND CRYSTAL		53655		12/24OZ		
437	GELATIN MIX, STRAWBERRY	6	DIAMOND CRYSTAL		53668		12/24OZ		
438	GRANOLA, BACKPACKER SMORES	5	NATURE VALLEY		47296		36/1.24OZ		
439	GRANOLA, CEREAL BULK	63	FIELDSTONE		547610/09799		4/50 OZ		
440	GRANOLA, CEREAL IW	796	FIELDSTONE		547608/09796		100/2 oz		
441	GRANOLA, CEREAL IW	240	FIELDSTONE		5996596/09788		144/1 oz		
442	GRANOLA, CEREAL OATS N' HONEY	5	NATURE VALLEY		16000-27111-8		4/ 50 oz		
443	GRANOLA, CHOCOLATE, POUCH	1134	ROCKIN'OLA		8004124		125/2OZ		
444	GRANOLA, CINNAMON GRANOLA BULK PACK WG	313	MALT O MEAL		7485		4/50OZ		
445	GRANOLA, STRAWBERRY POUCH	483	ROCKIN'OLA		8004117		125/2OZ		
446	GRAVY MIX, BROWN	25	FOOTHILL FARMS				8/14 oz		
447	GRAVY MIX, CHICKEN	10	FOOTHILL FARMS				8/14oz		
448	GRAVY MIX, TURKEY- NO MSG	30	TUF		430428/079T-T0700		8/14OZ		
449	GRAVY, CHICKEN, MIX NO MSG	102	TUF		430423/073T-T0700		8/14OZ		
450	GREEN BEANS, CUT, US GRADE, LS	387	CHH		38180		6/#10		
451	GREEN CHILES, DICED	8	DEL SOL		41212		6/#10		
452	GREEN CHILIES, DICED	7	LAS PALMAS		16025		12/27OZ		
453	HUMMUS, TRADITIONAL, CUPS	11	TRUITT FAMILY		5081		96/3 oz		
454	JALAPENOS, SLICED	194	DEL SOL		D500115		6/#10		
455	JAM, STRAWBERRY, FOIL POUCH	6	HEINZ		78000431		200/0.50OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
456	JELLY, GRAPE	3					6/#10		
457	JUICE ORGN TNGRN SPARKLING	252	SWITCH		314		24/8OZ		
458	JUICE, 100% BERRY	28	JUICY JUICE		56		40/4.23OZ		
459	JUICE, 100% FRUIT DIVE	4756	CAPRI SUN		505042/001469		40/6OZ		
460	JUICE, 100% FRUIT MEDLEY	19	TROPICANA		2145		15/10OZ		
461	JUICE, 100% FRUIT PUNCH	129	SNAPPLE		12652		24/11.5OZ		
462	JUICE, 100% GRAPE	61	SNAPPLE		12653		24/11.5OZ		
463	JUICE, 100% GRAPEFRUIT	52	IZZE		15047		24/8.4OZ		
464	JUICE, 100% GREEN APPLE	57	SNAPPLE		1856		24/11.5OZ		
465	JUICE, 100% ORANGE MANGO	67	SNAPPLE		12651		24/11.5OZ		
466	JUICE, 100% SPARKLING TROP PINEAPPLE	253	SWITCH		9C2480TP		24/8OZ		
467	JUICE, 100% STRAWBERRY ORG	89	TROPICANA		2146		15/10OZ		
468	JUICE, ACAI	40	ENVY		2039		24/8.3OZ		
469	JUICE, APPLE	110	ENVY		2008		24/8.3OZ		
470	JUICE, APPLE SPLASH 100%	4600	CAPRI SUN		505040/001421		40/6OZ		
471	JUICE, BERRY 100%	2834	CAPRI SUN		505041/001445		40/6OZ		
472	JUICE, BLACK CHERRY	167	SWITCH		9C2480BC		24/8OZ		
473	JUICE, DRAGON PUNCH	141	COOL TROPICS		12004-R4		60/4OZ		
474	JUICE, FRUIT PUNCH	110	ENVY		2015		24/8.3OZ		
475	JUICE, FRUIT PUNCH	437	SWITCH		9C2480FP		24/8OZ		
476	JUICE, GRAPE SPARKLING	148	SWITCH		313		24/8OZ		
477	JUICE, HARDCORE APPLE	431	SWITCH		9C2480AJ		24/8OZ		
478	JUICE, KIWI BERRY	260	SWITCH		9C2480KB		24/8OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
479	JUICE, MANGO SWIRL VEG & FRUIT	35	JUICEBOWL		470		44/4.23OZ		
480	JUICE, MANGO SWIRL VEG & FRUIT	25	JUICEBOWL		471		40/6.75OZ		
481	JUICE, SMOOTHIE, SWITCH MANGO	8	SWITCH		00354SM		24/8OZ		
482	JUICE, SPARKLING APPLE	473	IZZE		476209/01507		24/8.4OZ		
483	JUICE, SPARKLING BLACKBERRY	180	IZZE		476206/01502-3		24/8.4OZ		
484	JUICE, SPARKLING CLEMENTINE	47	IZZE		476208/01505		24/8.4OZ		
485	JUICE, SPARKLING PEACH	46	IZZE		1052-0		24/8.4OZ		
486	JUICE, SPARKLING POMEGRANATE	10	IZZE		476210/01508		24/8.4OZ		
487	JUICE, STRAWBERRY	80	ENVY		2022		24/8.3OZ		
488	JUICE, WTRMLN STRWBRY SPARKLING	305	SWITCH		316		24/8OZ		
489	KETCHUP, 33%	25	HUNTS		27000-38251		6/#10		
490	KIRSPIES TREAT, RICE IW WG	332	KELLOGGS		38000-11052		80/1.41OZ		
491	KRISPIES TREAT, CHOC CHIP WG	14	KELLOGGS		38000-14567		80/1.59OZ		
492	KRISPIES TREAT, RICE MINI IW WG	307	KELLOGGS		38000-14540		600/.42OZ		
493	KRISPIES TREAT, RICE, MINI, COCOA, IW WG	150	KELLOGGS		38000- 18461		600/0.39OZ		
494	MAYONNAISE, PACKETS	561	AMERICANA		78000844		500/9GM		
495	MAYONNAISE, LITE	90	KENS FOODS		892		4/1GL		
496	MILK, 1% WHITE	81	GOSSNER		947025		27/8 OZ		
497	MILK, ALMOND, ASEPTIC CONTAINER, SHELF STABLE	10					64 oz		
498	MILK, CONDENSED SWEETENED	5	CHEFS QUALITY*		362288		24/14OZ		
499	MILK, EVAPORATED	37	CARNATION		362181		8/12OZ		
500	MILK, FAT FREE CHOCOLATE	166	GOSSNER		950010		27/8 OZ		
501	MILK, SOY, VANILLA FLAVOR	75	KIKKOMAN INTERNATIONAL		6184		24/8 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
502	MUSTARD	19	WALKER*		40207		4/1GAL		
503	MUSTARD PACKETS	208	AMERICANA*		78000839		500/5.5GM		
504	MUSTARD, DUON	20	GREY POUPON		00055/375953		6/24OZ		
505	NOODLES, CRUNCHY, DRY, CHOW MEIN	9	LA CHOY		44300-12620		6/24OZ		
506	OATMEAL BAR, DOUBLE CHOC WG	5	BETTY CROCKER		45566		144/1.24OZ		
507	OATMEAL, MAPLE/BROWN SUGAR IW	10	QUAKER		43665		48/1.5OZ		
508	OATS, QUICK, TUBES	20	QUAKER		43285		12/42OZ		
509	OIL, CANOLA SALAD	4	VENTURA FOODS		58500		2/17.5LB		
510	OIL, PURE SESAME EA	5	PAN CHI		572126		56OZ		
511	OIL, SOYBEAN SALAD	32	VENTURA FOODS*		54107-CHP		6/1GL		
512	OIL, VEGETABLE	26	PREMIER*		KPVG-128		6/1GL		
513	OLIVES, SL BLACK	14	JACKPOT*		OLIVE601		6/#10		
514	PANCAKE MIX, WG	15	GOLD MEDAL		31527/497364		6/5LB		
515	PAN COATING, AEROSOL	8	BUTTER BUDS, VEGALINE				6/17OZ		
516	PAN COATING, AEROSOL	54	VEGALENE		400846/22021		6/21OZ		
517	PAN COATING, GARLIC BUTTERMIST SPRAY	9	BUTTER BUDS, VEGALINE		56367		6/17OZ		
518	PASTA, 10" SPAGHETTI	15	COSTA MACARONI MFG		2CSPA		20LB		
519	PASTA, 20" LASAGNA NOODLES	6	COSTA MACARONI MFG		1LAS		10LB		
520	PASTA, 20" SPAGHETTI	11	COSTA MACARONI MFG		2SPA		20LB		
521	PASTA, 51% WG ROTINI	25	DAKOTA GROWERS		548230/6738792021		20LB		
522	PASTA, 51% WG SPAGHETTI	24	DAKOTA GROWERS		548228/6738791322		2/10LB		
523	PASTA, RAINBOW ROTINI	5	COSTA MACARONI MFG		2RNN		2/10LB		
524	PASTA, ROTINI NOODLES	5	COSTA MACARONI MFG		2RTN		20LB		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
525	PASTA, WG 100 % PENNE	6	BARILLA		616136/1000013		2/160 oz		
526	PASTA, WG 100% ROTINI	20	BARILLA		616138/1000013		2/160 oz		
527	PASTA, WG 100% SPAGHETTI	383	BARILLA		616137/1000013340		2/160OZ		
528	PEANUT BUTTER, CREAMY	91	AZAR		6516096/572954		6/5LB		
529	PEAS, GREEN	20	CHOICE		7022207425		6/#10		
530	PEDISURE IW 8 OZ, PROVIDE FLAVOR OPTIONS	20	PEDIASURE				24/8 oz		
531	POP TART, WG FUDGE POP TARTS 1CT	178	KELLOGGS		38000-12070		120/1.76OZ		
532	POPCORN, KETTLECORN	373	INDIANA		65		48/1 oz		
533	POPCORN, WHITE CHEDDAR	56	SMARTFOODS		25566		72/.5OZ		
534	POPTART, CINNAMON FROSTED IW WG	165	KELLOGGS		38000-55125		72/3.52OZ		
535	POPTART, FROSTED CINN FRSTD WG	444	KELLOGGS		38000-55122		120/1.76OZ		
536	POPTART, STRAWBERRY FRSTD IW WG	254	KELLOGGS		38000-55133		72/3.52OZ		
537	POPTART, STRAWBERRY WG	862	KELLOGGS		38000-55130		120/1.76OZ		
538	POTATO, FLAKES, INSTANT	42	BASIC AMERICAN		20696		40LB		
539	POTATOES, DICED	231	BASIC AMERICAN		12952/366874		6/2.5LB		
540	PRETZEL, SNACKABLE PRETZEL STICKLETS WG 1G	100	BAKE CRAFTERS				250/.75 oz		
541	PRETZELS, HEARTZELS WG	46	ROLD GOLD		15940		104/.70OZ		
542	RAISINS	1257	SUN MAID		2020		144/1.33OZ		
543	RAISINS, GOLDEN, LEMON FLVRD	12	SUN MAID		04-05085-000		144/1.33OZ		
544	RAISINS, GOLDEN, STRWBRY FLVRD	29	SUN MAID		04-05086-000		144/1.33OZ		
545	RAISINS, SEEDLESS	187	IMPERIAL		93873171/10108855		144/1.5OZ		
546	RAVIOLI CN LABEL	750	CHEF BOYARDEE		81080		6/#10		
547	RICE, BROWN, PARBOILED	12	RICELAND		3520026225		25LB		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
548	RICE, BROWN, WG, PARBOILED	1718	PRODUCERS RICE		R2PX25QCO/575032		25LB		
549	RICE, PARBOILED	221	PEAK		189664530		1/25LB		
550	SALSA	40	LA VICTORIA, SANTIAGO				4/ 1 gal		
551	SALSA FRESCA	32	LA PATRONA		42772		4/8.5LB		
552	SALSA VERDE	40	LA PATRONA		42786		4/8.5LB		
553	SALSA, EMBASA MEDIUM SALSA VERDE	6	LA VICTORIA		7874		6/#10		
554	SALSA, TOMATILLO VERDE	7	DEL SOL		8394		6/#10		
555	SAUCE, AVOCADO, FROZEN	45	CALAVO				6/4#		
556	SAUCE, BBQ	10	KC MASTERPIECE		05418/375676		4/1GAL		
557	SAUCE, BBQ	60	PORTION PAC*		78000396		200/12GR		
558	SAUCE, BBQ	221	SWEET BABY RAYS		0440HF		4/1GAL		
559	SAUCE, BBQ, ORIGINAL	22	GAYLES		10307		4/1GL		
560	SAUCE, BBQ, PACKETS IW	159	PORTION PAC*		78000397		500/12GR		
561	SAUCE, CRANBERRY	6	OCEAN SPRAY		1401		6/101OZ		
562	SAUCE, HOT CHILI, SRIRACHA	135	HUY FONG		CHILI100		500/9GM		
563	SAUCE, HOT, PACKETS	759	TAPATIO		193		500/7GR		
564	SAUCE, MARINARA	106	CHH*		41297		6/#10		
565	SAUCE, RED ENGHILADA	124	LA VICTORIA		07812/02505		6/#10		
566	SAUCE, SOY, LOW SODIUM	206	KIKKOMAN INTERNATIONAL		116		500/.33OZ		
567	SAUCE, SOY, PACKETS IW	83	SONA HOLLEN		47436		500/9GR		
568	SAUCE, SPAGHETTI	61	CHH*		1018		6/#10		
569	SAUCE, SWEET & SOUR, PACKET	29	MINH		69737		250/.4OZ		
570	SAUCE, TACO, PACKETS IW	94	SONA HOLLEN*		13661		500/9GR		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
571	SAUCE, TARTAR	40	AMERICANA*		78000851		200/9GM		
572	SAUCE, TERIYAKI	15	MINORS				4/.5 gal		
573	SAUCE, TERIYAKI	5	RICH N ALL		890		4/1GAL		
574	SAUCE, TERIYAKI GLAZE	11	KIKKOMAN INTERNATIONAL		4910		6/5LB		
575	SEASONING, IW TAJIN 1.5 GM	80	TAJIN				1.5 gm		
576	SEASONING, LS FRUIT SHAKER	12	TAJIN		10062		24/5OZ		
577	SEASONING, LS TAJIN SEASON PACKETS	14	TAJIN		28805		1000/.035		
578	SNACK MIX, MUNCHIE MIX KID'S	137	QUAKER		36308		104/.875OZ		
579	SNACKS, WHITE CHEDDAR PUFF	278	PIRATE BOOTY		81662407		24/.75OZ		
580	SODA, CANNED SPRITE	3	COCA-COLA		536383		35/12OZ		
581	SODA, CLASSIC	14	COKE		24110		35/12OZ		
582	SODA, DIET CLASSIC	33	COKE		14112		35/12OZ		
583	SODA, DIET DR PEPPER	11	DR PEPPER		14208		35/12OZ		
584	SODA, REGULAR DR PEPPER	5	DR PEPPER		24208		35/12OZ		
585	SOUP, BEANS W/BACON	4	CAMPBELLS		1296		12/50OZ		
586	SOUP, CONDENSED TOMATO	4	CAMPBELLS		00016/339725		12/50OZ		
587	SOUP, CREAM OF CELERY	3	CAMPBELLS		1166		12/50OZ		
588	SOUP, CREAM OF CHICKEN	10	CAMPBELLS		339716/01036		12/50OZ		
589	SOUP, CREAM OF MUSHROOM	6	CAMPBELLS		339717/01266		12/50OZ		
590	SOUP, MINESTRONE	3	CAMPBELLS		339721/01146		12/50OZ		
591	SOUP, NEW ENGLAND CLAM CHOWDER	7	CAMPBELLS		339723/01366		12/50OZ		
592	SPICES, BASIL LEAVES WHOLE	17	PACIFIC SPICE		BSIXF6I		24OZ		
593	SPICES, CHILI POWDER	25	PACIFIC SPICE		12090j		16OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
594	SPICES, CHILI POWDER	77	PACIFIC SPICE		CHILPWD6I		5LB		
595	SPICES, CINNAMON	15	PACIFIC SPICE		CIG12I		16 oz		
596	SPICES, CUMIN SEEDS GROUND	3	PACIFIC SPICE		CUMG12I		1LB		
597	SPICES, DEHYDRATED CHOPPED ONION	57	PACIFIC SPICE		2OC15		15LB		
598	SPICES, DOMESTIC GARLIC POWDER	32	PACIFIC SPICE		1GP12I		1LB		
599	SPICES, DOMESTIC PAPRIKA	36	PACIFIC SPICE		PAPC12I		1LB		
600	SPICES, GARLIC GRANULATED	80	PACIFIC SPICE		12028j		7LB		
601	SPICES, GARLIC MINCED	3	PACIFIC SPICE		12084j		24OZ		
602	SPICES, GROUND BLACK PEPPER	33	TONES		12043j		5LB		
603	SPICES, GROUND CUMIN SEEDS	26	PACIFIC SPICE		CUMG6I		5LB		
604	SPICES, GROUND ITALIAN SEASONING	20	PACIFIC SPICE		ITG12I		1LB		
605	SPICES, GROUND OREGANO	67	PACIFIC SPICE		ORMG12I		12OZ		
606	SPICES, GROUND WHITE PEPPER	3	PACIFIC SPICE		12044j		1LB		
607	SPICES, ITALIAN SEASON	9	PACIFIC SPICE		12033j		16OZ		
608	SPICES, ITALIAN SEASONING FLAKES	2	PACIFIC SPICE		ITC12I		6OZ		
609	SPICES, ITALIAN SEASONING GROUND	10	PACIFIC SPICE		12088j		5LB		
610	SPICES, LEMON PEPPER BLEND	7	TONES		464328j		28OZ		
611	SPICES, LEMON PEPPER SEASONING-NO MSG	2	LAWRYS		80350EA		20.5OZ		
612	SPICES, ONION POWDER	10	PACIFIC SPICE		2OP12125		1.25LB		
613	SPICES, OREGANO FLAKES	10	PACIFIC SPICE		ORMEDI6I		24OZ		
614	SPICES, PARSLEY FLAKES	93	PACIFIC SPICE		PARF6I		12OZ		
615	SPICES, PEPPER PACKETS	2	N'JOY		57871		1000CT		
616	SPICES, POULTRY SEASONING	1	PACIFIC SPICE		POUL12I		12OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
617	SPICES, SALT PACKETS	2	N'JOY		57864		1000CT		
618	SPICES, SALT, IODIZE	33	TRU-FLO		8423		25LB		
619	SPICES, SESAME SEED	12	PACIFIC SPICE		12091j		190Z		
620	SUGAR PACKET	7	C&H		53378		2000/.100Z		
621	SUGAR, BROWN	17	C&H		404831		25LB		
622	SUGAR, GRANULATED	87	C&H		404736		50LB		
623	SUGAR, POWDERED	22	C&H		404867		25LB		
624	SUNFLOWER BUTTER	2	SUN BUTTER				6/5#		
625	SUNFLOWER KERNELS, HONEY ROASTED	112	AZAR		7220210		150/10Z		
626	SUNFLOWER KERNELS, OIL RSTD SALTED	47	AZAR		337379/7220010		150/10Z		
627	SUNFLOWER KERNELS, SPICY LIME	46	AZAR		470726/7220200		150/10Z		
628	SWEETNER, ARTIFICIAL	3	SWEET & LOW		6052		1500CT		
629	SYRUP, MAPLE POUCH IW	259	MADEIRA FARMS		78000374		100/1.50Z		
630	SYRUP, MAPLE, IMITATION	96					4/1 gal		
631	SYRUP, PANCAKE CUP	2402	AMERICANA		78000841		100/1.50Z		
632	TACO SHELLS, 6"	813	LA TAPATIA		55700/21201		200CT		
633	TEA BAGS	26	LIPTON		909541b		3/104CT		
634	TEA WITH LEMON	2	SNAPPLE		2850		24/200Z		
635	TEA, DIET PEACH	23	SNAPPLE		2847		24/200Z		
636	TEA, PEACH	2	SNAPPLE		2840		24/200Z		
637	TEA, RASPBERRY	3	SNAPPLE		2846		24/200Z		
638	TOMATO PASTE	198	CHH*		1016		6/#10		
639	TOMATOES, CRUSHED	20	CHH*		1007		6/#10		

Line Item No	Description	Usage	Manufacturer	Alternate Mfr	Mfr Item No	Alternate Mfr Item No	Pack Size	Alternate Pack Size	Mfr Cost to District
640	TOMATOES, DICED	140	CHH*		1066		6/#10		
641	TORTILLAS, 6" ULTRA FLOUR	15	MISSION FOODS		33822		24/12CT		
642	TORTILLAS, 6" MINDFUL GRAINS	4	MISSION FOODS		38475		24/12CT		
643	TORTILLAS, 6" WHITE CORN	20	MISSION FOODS		10630		6/60CT		
644	TOSTADA BOWL, LARGE 8" WG	3	WARNOCK		21300R		72 CT		
645	TUNA, ALBACORE	40	JACKPOT		TUNA002		6/66.5OZ		
646	TUNA, ALBACORE	15	STARKIST		402418/23910		6/43OZ		
647	TUNA, CHUNK LIGHT IN WATER	144	BUMBLE BEE		11580		6/66.5OZ		
648	TURKEY STICK	15	OLD WISCONSIN		12949		144CT		
649	VINEGAR, APPLE CIDER	20	RICH N ALL		524		4/1GAL		
650	VINEGAR, DISTILLED WHITE	77	AVO		V20001		4/1GAL		
651	VINEGAR, RICE	5	KIKKOMAN INTERNATIONAL		2020		4/1GL		
652	WATER	284	CRYSTAL GEYSER		24355		24/12OZ		
653	WATER, BERRY	27	PROPEL		169		24/16.9 oz		
654	WATER, BOTTLE PURIFIED	7828	PURE LIFE		6827493471		24/16.9OZ		
655	WATER, BOTTLE PURIFIED	1674	PURE LIFE		6827432228		48/8OZ		
656	WATER, BOTTLED, SPORTS CAP	1035	ARROWHEAD		71142710034		24/23.7OZ		
657	WATER, KIWI STRAWBERRY	35	PROPEL		171		24/16.9 oz		
658	WATER, LEMON LIME	26	PROPEL		167		24/16.9 oz		
659	WONTON STRIPS	15	SUGAR FOODS		458831/55650		10/11LB		
660	YAMS	11	JACKPOT		YAM001		6/#10		
661	YEAST, INSTANT	8	FLEISCHMANN'S		607799		2/16OZ		

The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, _____ the _____ (title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

Company Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

E-mail _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture: ***If an individual:*** _____ (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____ (Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business _____

Address: _____

Telephone _____

Include the above pages with bid document

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

1. _____ Bid Form and Agreement
2. _____ Proposal Worksheet
3. _____ References
4. _____ Pricing Sheets
5. _____ Signature Page
6. _____ Non Collusion Declaration in Accordance with Public Contract Code Section 7106
7. _____ Information required of Bidder
8. _____ Suspension and Debarment Certifications
9. _____ Disclosure of Lobbying Activities
10. _____ Buy American Waiver
11. _____ Iran Contracting Act
12. _____ Addendums/Amendments Issued

The following documents will be requested and must be submitted prior to Intent to Award. Vendors will be contacted prior to Intent to Award and must supply documents listed below within 10 days:

13. _____ Certification by Contractor Criminal Records check
14. _____ Conflict of Interest
15. _____ Drug Free Workplace Certification
16. _____ Tobacco Use Policy
17. _____ Workman's Compensation Certificate
18. _____ Certificate of Liability Insurance
19. _____ W9
20. _____ Product Recall Program
21. _____ Disaster Contingency Plan
22. _____ Food Security and Safety Program
23. _____ Agreement

Include this page with bid document

CONTRACT TERM

The term of this base contract begins July 18, 2018 or after board approval, through August 31, 2019, and may be extended by mutual written agreement of both parties and upon Board approval, for a total contract amount not to exceed three years pursuant to Education Code.

Annual cost of services and products requested by Districts and provided by Bidder under this contract is estimated to be \$11,876,350. Actual expenditures will vary depends on the Districts needs.

AGREEMENT ACCEPTED BY VENDOR (S)

Signed by: _____

Print Name: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICTS

Signed by: _____

Print Name: _____

Title: _____

Board Approval Date: _____

**NONCOLLUSION DECLARATION IN ACCORDANCE WITH PUBLIC
CONTRACT CODE SECTION 7106**

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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

Information Required of Bidder

A. GENERAL INFORMATION. The bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: _____

2. Telephone: _____
3. FAX: _____
4. E-Mail _____
5. Type of firm: (check one) Individual ___ Partnership ___ Corporation ___
Joint Venture ___ Association ___ Other ___
6. Names and titles of all local officers of the firm:

7. Ownership: List all individuals that own 10% or more of the firm.
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
8. Number of years that the firm has been in business under the present ownership:
_____ years.

9. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If "Yes", explain, and provide case name and number:

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? ____ If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years? ____ If "Yes", explain:

12. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of Districts, other than purchase orders or contracts? Yes ____ No ____ If "Yes", please explain.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2018, at _____ State of _____

City, County)

(Signature of Officer)

(Typed name of Officer)

CERTIFICATION FORMS

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$25,000. This form is required each time a proposal for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action:

- a. Contract
- b. Grant
- c. Cooperative Agreement
- d. Loan
- e. Loan Guarantee
- f. Loan Insurance

2. Status of Federal Action:

- a. Bid/offer/application
- b. Initial award
- c. Post-award

3. Report Type:

- a. Initial filing
- b. Material change
FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____

4. Name and Address of Reporting Entity:

Prime Subawardee
Tier _____, if known

Congressional Districts, if known: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional Districts, if known: _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known: \$ _____

10 a. Name and Address of Lobbying Entity

(if individual, last name, first name, MI): _____

10. b. Individuals Performing Services (including address if different from No. 10a)

(last name, first name, MI): _____

11. Amount of Payment (check all that apply):

\$ _____ actual planned

12. Type of Payment (check all that apply):

Retainer _____
One-time fee _____
Commission _____ Contingent fee _____
Deferred _____

13. Form of Payment (check all that apply):

Cash _____

In-kind; specify:

Nature _____ Value _____

Other; specify: _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes ___ No ___

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Print Name: _____

Title: _____

Telephone No: (____) _____ Date: _____

Federal Use Only:

Authorized for local reproduction Standard Form - LLL

Buy American Waiver Exception List

This documentation is required for all food items that ***are not*** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

Exceptions. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	<i>\$29.95</i>	<i>\$59.95</i>	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to

be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

X. REQUIRED DOCUMENTS UPON INTENT TO AWARD

- Certification by Contractor Criminal Records Check
- Conflict of Interest
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Workman’s Compensation Certification
- Certificates of Liability Insurance
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with “Sample”
- W-9 Form
- Recall Program
- Disaster Contingency Plan
- Food Security and Safety Program

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To Board of Trustees of Garden Grove Unified School District:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for Districts, my employees will **OR** will not have contact with students of Districts.
3. My employees and volunteers who may have contact with Districts students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school Districts may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse itself for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to it. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department of Justice shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school Districts that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or

mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported

immediately to “The Districts’ Designee”.

CONFLICT OF INTEREST

All bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by Districts in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]
- Part-Time employee? [Yes] [No]
- As-Needed employee? [Yes] [No]
- Consultant? [Yes] [No]
- Or other, please [Yes] [No]

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of Districts did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each Districts position held?

f. What was your last date of employment?

2. Do any Board of Trustees member(s) or Districts employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustees member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by Districts? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 2017; in the (Month)_____, _____.(City)_____(State)_____

(Signature)

(Printed Name)

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by Government Code §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if Districts determine that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Government Code §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Date

TOBACCO USE POLICY

In the interest of public health, Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by Garden Grove Unified School Districts. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public Districts, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor’s insurance company. **Garden Grove Unified School Districts** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Garden Grove Unified School District

XXXXXX

XXXXXX

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability	\$1,000,000 minimum limit per occurrence
Including Contractual Liab., AND	\$2,000,000 minimum general aggregate
Broad Form Property Damage	

Automobile Liability: AND	\$1,000,000 minimum limit per occurrence
Umbrella Excessive Liability Aggregate:	\$2,000,000 minimum

Workers’ Compensation:	As required by the California Labor Code
Employers’ Liability:	\$1,000,000 minimum limit

Course of Construction	\$1,000,000 minimum limit per occurrence
------------------------	--

For all insurance coverages provided by bidder, the following terms apply:

Workers’ Compensation Insurance: During the duration of this Agreement, Bidder shall maintain Workers Compensation Insurance in the amount and type required by law.

Insurance Amounts: Bidder shall maintain the following insurance for the duration of this Agreement:

- a. Commercial general liability in an amount not less than \$1,000,000 per occurrence.
- b. Automobile liability in an amount not less than \$1,000,000 combined single limit, for all automobiles owned, leased, hired, and borrowed.

If Bidder maintains higher insurance limits than the minimums shown above, Bidder shall provide coverage for the higher insurance limits otherwise maintained by the Bidder.

- A. Insurance shall be placed with California admitted insurers with a current AM Best rating of no less than "A" unless otherwise approved by Districts, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Bidder agrees to defend, indemnify, save and hold harmless Garden Grove Unified School District (Districts), its officers, agents, representatives, employees and Board of Trustees; and provides named additional insured endorsements for Districts, its officers, agents, representatives, employees and Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the bidder products and completed operations of the bidder; premises owned, occupied or used by the bidder; or automobiles owned, leased, hired or borrowed by the bidder. The coverage shall contain no special limitations on the scope of protection afforded to Districts, its subsidiaries, officials, employees and Board of Trustees.

For any claims related to the Services, the bidder's insurance coverage shall be primary insurance as respects Districts, its subsidiaries, officials, employees and Board of Trustees. Any insurance or self-insurance maintained by Districts, its subsidiaries, officials, employees and Board of Trustees shall be excess of the bidder's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Districts.

The "Description of Operations" section must include the following: "Garden Grove Unified School Districts is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Districts shall be excess and noncontributory."

The bidder shall furnish Districts with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Districts before work commences.

CERTIFICATE OF LIABILITY INSURANCE

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

Each District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached).

The second page is a separate required endorsement page (Page 2, see attached) and should include your policy number and name each district as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

Each District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Districts shall be excess and noncontributory.

See the following example

Commercial General Liability	Limits
Each Occurrence AND	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit, per occurrence AND	\$1,000,000
Umbrella Excessive Liability – Aggregate	\$2,000,000
Workers Compensation	\$1,000,000

POLICY NUMBER: CA700H6004 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> </tr> </table>	Social security number													-				-			or										Employer identification number													-				-		
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting 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?* on page 2 for further information.

FEDERAL NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2018, in the County of Orange, State of California, is by and between "The Districts", and _____ (hereinafter referred to as "Vendor").

The Districts and the Vendor, for the consideration stated herein, agree as follows:

1. Vendor agrees to complete the Frozen, Refrigerated, Processed Commodity, Dry Goods and Services for Food Services RFP No. 1711 according to all the terms and conditions set forth in the RFP documents, including but not limited to the Notice Calling for Proposal, RFP Objective, Instructions for Bidders, Delivery Sites, Bid Specification and Requirements, Bid Form and Agreement, Evaluation and Award, Worksheets, Noncollusion Declaration, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Suspension and Debarment Certification, Certification Regarding Lobbying, Insurance Certificates and Endorsements, Buy American Waiver Exception List, Iran Contracting Act, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Vendor shall timely perform within the time required by The Districts everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. The Districts shall pay to the Vendor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. Term of Agreement is one (1) year beginning July 18, 2018 or after Board approval through August 31, 2019. The Agreement may be extended upon mutual written consent of The Districts and Vendor for an additional one year periods. The term of Agreement shall not exceed three (3) years.

5. Time is of the essence.

6. The Districts shall have discretion to terminate this Agreement at any time and require Vendor to cease all work under this Agreement by providing Vendor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Vendor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for The Districts' convenience, Vendor shall be entitled to receive payment from The Districts for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to The Districts.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Vendor, at the Vendor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Vendor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Vendor or individual entities comprising the Vendor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Vendor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against The Districts which is entitled to be indemnified hereunder, The Districts may in its sole discretion reserve, retain or apply any monies due to the Vendor under the bid documents for the purpose of

resolving such claims; provided, however, that The Districts may release such funds if the Vendor provides The Districts with reasonable assurance of protection of the Districts' interests. The Districts shall in its sole discretion determine whether such assurances are reasonable.

8. All items shall be subject to the inspection of The Districts. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Agreement. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by The Districts and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to The Districts. All items rejected by The Districts at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to The Districts, and shall be replaced by items satisfactory to The Districts.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the Vendor is an independent Vendor, and is not an officer, employee or agent of The Districts.

10. Vendor shall, at Vendor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Vendor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Vendor agrees to name The Districts, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Vendor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>
Insurance for injuries including accidental death, to any one person in an amount not less than and	per occurrence	general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Sexual Abuse or Molestation in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>
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11. If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

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

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

14. The Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Vendor shall preserve and make available its records to The Districts and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by The Districts. The Vendor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by The Districts.

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

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

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Vendor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Vendor shall indemnify, hold harmless and defend The Districts against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of The Districts to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

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

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of The Districts.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

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

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

District
Garden Grove Unified School District

Contractor

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID No.

(Corporate Seal of Contractor,
if corporation)

ADDENDUM TO BID NO. 1711

GARDEN GROVE UNIFIED SCHOOL DISTRICT

Purchasing Department

10331 Stanford Avenue
Garden Grove, CA 92840
(714) 663-6340

Date: June 6, 2018

Project: Frozen, Refrigerated, Processed Commodity, Dry Goods and Services –
RFP No. 1711

From: Tammy Starr, Purchasing

Addendum Number: 1

You are hereby notified of the following changes, additions, or deletions to the Documents for the above titled Project. Take careful note of the addendum so that proper allowances may be made.

1. See attached addition: Manufacturers/Commodities List.

Tammy Starr
Buyer

Approved by: _____
Rosa Gonzalez
Assistant Director of Business Services

For each Manufacturer Listed below, please indicate if pricing is based on Net Off Invoice (NOI) or fee for service (FFS) and whether pricing is FOB Distributor or FOB Manufacturer. Districts have the right to verify pricing with manufacturers.

MANUFACTURER	NOI	FFS	FOB DISTRIBUTOR	FOB MANUFACTURER
20TH CENTURY FOOD PRODUCTS, INC				
ALBIE'S FOODS, INC				
ALPHA FOODS CO				
ARDELLA'S				
ARIZONA GOLD/VELMAR FOOD				
ASIAN FOOD SOLUTIONS				
BAKE CRAFTERS FOOD COMPANY				
BASIC AMERICAN FOODS				
BONGARDS				
BROOKWOOD FARMS, INC				
BUENA VISTA FOODS				
CAMPBELL FOODSERVICE COMPANY				
CARGILL KITCHEN SOLUTIONS				
CARGILL MEAT SOLUTIONS				
CHANNEL FISH PROCESSING CO				
CHEF'S CORNER FOODS				
COMIDA VIDA, INC				
CONAGRA				
DEL MONTE FOODSERVICE				
DON LEE FARMS				
ELEMENTS FOOD GROUP				
ES FOODS				
FARMINGTON FRESH				
FOSTER POULTRY FARMS- FERNANDO'S				
FRESH INNOVATIONS OF CALIFORNIA, LLC				
GARDEN BANNER/20TH CENTURY				
GILMAN CHEESE				
GLOBAL FOOD SOLUTIONS				
HIGH LINER FOODS				
HORIZON SNACK FOODS				
IDAHOAN FOODS LLC				
INTEGRATED FOODSERVICE				
J.R. SIMPLOT COMPANY				
JENNIE-O TURKEY STORE SALES, LLC				
JSB INDUSTRIES, INC. DBA/MUFFIN TOWN				
JTM PROVISIONS COMPANY INC				
KRAFT HEINZ FOODS COMPANY				
LAND O LAKES				
M.C.I FOODS, INC				
MCCAIN FOODS USA, INC				
MICHAEL B'S FOOD PRODUCT				
MICHAEL FOODS, INC				
NARDONE BROS.				
NATIONAL FOOD GROUP				
PETERSON FARMS FRESH INC				
PILGRIM'S PRIDE CORPORATION				
RED GOLD, LLC				
RICH CHICKS				
RICH PRODUCTS CORPORATION				
ROSE & SHORE				
S.A. PIAZZA & ASSOC. LLC				
SCHWAN'S FOOD SERVICE, INC				
SCHWAN'S MAMA ROSA'S				
SMUCKER FOODSERVICE, INC				
TABATCHNICK FINE FOODS, INC				
TASTY BRANDS				
THE FATHERS TABLE				
TONY ROBERTS COMPANY				
TOOLS FOR SCHOOLS				
TRIDENT SEAFOODS CORPORATION				
TYSON				
UNO FOODS				
WAWONA FROZEN FOODS				
YANGS 5TH TASTE				

ADDENDUM TO BID NO. 1711

GARDEN GROVE UNIFIED SCHOOL DISTRICT

Purchasing Department

10331 Stanford Avenue
Garden Grove, CA 92840
(714) 663-6340

Date: June 19, 2018

Project: Frozen, Refrigerated, Processed Commodity, Dry Goods and Services –
RFP No. 1711

From: Tammy Starr, Purchasing

Addendum Number: 2

You are hereby notified of the following changes, additions, or deletions to the Documents for the above titled Project. Take careful note of the addendum so that proper allowances may be made.

1. See attached Questions Asked Verbatim on Page 2.

Tammy Starr
Buyer

Approved by: _____
Rosa Gonzalez
Assistant Director of Business Services

Questions verbatim:

Q: What is the average daily meal breakdown per district per site?

A: See below spreadsheet. ADP by site range from 100 to 1,000; varies depending on the districts.

Name of District	ADP Total	ADP BKFT	ADP Lunch	ADP Summer	ADP Snacks	ADP Super Program	ADP A La Carte
Fountain Valley SD	648	160	488	N/A	N/A	N/A	
Hacienda La Puente USD	19,195	5,575	10,850	2,582	2,770	N/A	
El Rancho USD	6,170	1,400	4,050	N/A	720	N/A	
Los Alamitos USD	3,194	133	3,061	0	0	0	
Huntington Beach City SD	2,599	420	2,179	N/A	NA	N/A	
Huntington Union High SD	9,400	2,200	4,000	400	N/A	N/A	2,800
Garden Grove USD	44,337	9,477	28,046	2,605	4,113	96	
Total ADP for all meals - 85,543							

Q: Brand names, is there a quality that we are looking for?

A: Brand names are the tested product with taste profile and service style that meets our customer needs. Must be the same quality or better than the designated brand on the RFP. Please reference to page 5 and 11.

Q: What are we looking for in terms of quality? What is the expectation per commodity?

A: Products must pass USDA's grading, certification, and verification. No high fructose as an ingredient. Clean labels preferred, but not required.

Q: Do we have to get approval for super co-op for non-co-op members?

A: Member districts included in this RFP are to be given the benefit of any lower prices offered by the manufacturers to the Super Co-op members and/or to the distributor, whichever is deemed lower in price.

Q: Can we provide an excel spreadsheet?

A: Only PDF format available.

ADDENDUM TO BID NO. 1711

GARDEN GROVE UNIFIED SCHOOL DISTRICT

Purchasing Department

10331 Stanford Avenue
Garden Grove, CA 92840
(714) 663-6340

Date: June 21, 2018

Project: Frozen, Refrigerated, Processed Commodity, Dry Goods and Services –
RFP No. 1711

From: Tammy Starr, Purchasing

Addendum Number: 3

You are hereby notified of the following changes, additions, or deletions to the Documents for the above titled Project. Take careful note of the addendum so that proper allowances may be made.

1. See attached addition: Manufacturers/Commodities List.

Tammy Starr
Buyer

Approved by: _____
Rosa Gonzalez
Assistant Director of Business Services

Member districts included in the RFP are to be given the benefit of any lower prices offered by the manufacturers to the Super Co-op members and/or to the distributor, whichever is deemed lower in price.

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District		Mfr. Cost to Distributor	
									Commodity	Commercial	Commodity	Commercial
	DRY											
662	INSTANT POTATO FLAKES	40	BASIC AMERICAN		20696		40LB					
663	ULT CHEDDAR CHS DIP CUPS	30	LAND O LAKES		39911		140/3OZ					
664	POTATO PEARLS	2	BASIC AMERICAN		76468		12/28OZ					
665	SMOOTH REFRIED BEANS	243	SANTIAGO		82948		6/29.77OZ					
666	KETCHUP #10 CAN	4	HEINZ		1.30005E+11		6/#10					
667	DICED POTATOES	245	BASIC AMERICAN		12952/366874		6/2.5LB					
668	LITE MAYONNAISE	434	GARDEN BANNER		GB1040		4/1GL					
669	MARINARA SAUCE	92	RED GOLD		REDNA2ZC84		84/2.5OZ					
670	MILD SALSA	41	RED GOLD		REDSC99		6/#10					
671	FANCY 33% KETCHUP	37	RED GOLD		REDY599		6/#10					
672	NATURAL KETCHUP WITH SUGAR	325	RED GOLD		REDYL99		6/#10					
673	100% NATURAL KETCHUP W/ SGR	630	RED GOLD		REDYL9G		1000/9GR					
674	DICED TOMATOES IN JUICE	21	RED GOLD		RPKBQ99		6/#10					
675	MARINARA SAUCE	10	RED GOLD		RPKNA99		6/#10					
	FROZEN											
676	CMDY LUNCH PK THAW & SERVE CHZ	103	ARDELLAS		705		32/6.6OZ					
677	CMDY 8" WG CHEESE PIZZA WEDGE BULK	500	ARDELLAS		90193		72/5.24OZ					
678	CMDY 8" WG PEPP PIZZA WEDGE BULK	750	ARDELLAS		90191		72/5.24OZ					
679	CMDY WG CHSEBURGER SLIDERS IW	211	ADVANCE PIERRE		1147		42/5.3OZ					
680	EGG&CHEESE BRKST SANDWICH WG IW	273	ADVANCE PIERRE		68079		100/2.35OZ					
681	EGG&CHEESE BRKST SANDWICH WG IW	5	ADVANCE PIERRE		68140		60/3.55OZ					
682	WG WAFFLES MAPLE TFF	556	BAKE CRAFTERS		1556		144/1.4OZ					
683	WG RF GARLIC TEXAS TOAST	99	BAKE CRAFTERS		1616		120/1.31OZ					
684	SL OVEN ROAST TRKY BREAST	539	JENNIE O		2099		12/1LB					
685	EXTRA LEAN SLICED TURKEY HAM	300	JENNIE O		2565		12/1LB					
686	BEEF TERIYAKI DIPPERS	70	ADVANCE PIERRE		3827		400/.7OZ					
687	BEEF BBQ RIB PATTYY	20	ADVANCE PIERRE		3853		100/3OZ					
688	STFFD CRSSNT TRKY HAM EGG CH	400	BAKE CRAFTERS		4714		48/3.65OZ					
689	STFFD CRSSNT SAUS EGG CH BULK	425	BAKE CRAFTERS		4716		48/4.52OZ					
690	WG TRKY, SAUS, EGG, CHS WRAP	265	FERNANDOS		5264		108/2.81OZ					
691	QUESO BLANCO CHEESE SAUCE	10	JTM		5718		6/5LB					
692	ALFREDO SAUCE RF	5	JTM		5722		6/5LB					
693	WG BN & CHS BURRITO IW	80	FERNANDOS		5826		96/5OZ					
694	PRE COOKED SAUSAGE PATTY	14	JENNIE O		6132		160CT					
695	1/2" DICED TURKEY HAM	211	JENNIE O		6409		2/5LB					
696	1/2" DICED TURKEY BREAST	130	JENNIE O		6423		2/5LB					
697	PB& GRAPE UNCRUSTABLE WHT BRD	2	SMUCKERS		6960		72/2.6 OZ					
698	H&S WG BRD CHX BRST FIL	778	GOLD KIST		7517		120/ 4 OZ					
699	FC WG W/M BRD CHIX BITES	14	GOLD KIST		7518		128/3.75OZ					
700	CMDY FC WG BRD CHX 8PC-CUT UP	2087	GOLD KIST		7812		35LB					
701	CHS WHEAT CRUST CALZONETTE	674	GIORGIO		9074		48/5OZ					
702	FRZN EGG PRDCT W/CTRC ACD	5	SUNNY FRESH		10085		30LB					
703	CHEESE PIZZA LUNCH KIT	29	ANYTIMERS		10101		48/5.25OZ					
704	WG BREADED ONION RINGS	124	TASTY BRANDS		33504		6/5LB					

Member districts included in the RFP are to be given the benefit of any lower prices offered by the manufacturers to the Super Co-op members and/or to the distributor, whichever is deemed lower in price.

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District	Mfr. Cost to Distributor
705	WG GLZD CINN FRENCH TOAST	637	SUNNY FRESH		40030		130/2.9OZ			
706	WG FR TST STK CINN GLAZED	5	SUNNY FRESH		40034		110/2.9OZ			
707	RF MAC & CHEESE W/ WG	14	LAND O LAKES		43277		6/5LB			
708	WG MAC & CHEESE	1732	LAND O LAKES		43292		6/5LB			
709	WG CHS&GRN CHILI QUESADILLA IW	70	LOS CABOS		45227		48/4.4OZ			
710	WG RF 3 CHEESE CALZONE IW	1475	BUENA VISTA		50240		45/5.5OZ			
711	RF WG TKY & PEPP CALZONE IW	2628	BUENA VISTA		50720		45/5.5OZ			
712	SAUS EGG&CHS BRKFST SLDR	569	BEACON STREET		55226		144/2.54OZ			
713	NOI WG DBL CHOC CHIP MUFFIN IW	10	BUENA VISTA		60941		100/3.5OZ			
714	WG BLUEBERRY MUFF TOP IW	10	BUENA VISTA		63136		120/3.2OZ			
715	WG CHOCOLATE MUFFIN TOP IW	27	BUENA VISTA		63186		120/3.2OZ			
716	WG SWT POT CHCCHIP MUFF TOP IW	10	BUENA VISTA		63218		120/3.2 OZ			
717	WG TKY SAUSAGE BREAKFAST PIZZA	2600	TONY'S		63912		128/3.31OZ			
718	NOI WG DBL CHOCO CHIP MUFF IW	3	BUENA VISTA		64141		120/1.8OZ			
719	TURKEY HAM & CHS SUB	30	ADVANCE PIERRE		68124		45/4.4OZ			
720	MEATLOAF CHS KETCHUP FC	10	ADVANCE PIERRE		68190		100/2.9OZ			
721	WG BRD SPICY CHICKEN PATTIES	140	ADVANCE PIERRE		68212		156/3.15OZ			
722	WG TRKY HAM CHS CROISSANT IW	54	TASTY BRANDS		70076		72/4.6OZ			
723	EN FUGO BEAN & CHEESE BURRITO	55	MCI FOODS		71471		80/6.05OZ			
724	GREEN EGG COOKIE IW	9	BUENA VISTA		71620		150/1OZ			
725	6" 51% WG FB CHS PIZZA	17	TONY'S		72671		60/5.5 OZ			
726	6" 51% WG FB PEPP PIZZA	1876	TONY'S		72672		60/5.4 OZ			
727	TURKEY COOKIE IW	120	BUENA VISTA		73720		150/1OZ			
728	WG YELLOW STAR COOKIE IW	18	BUENA VISTA		73920		150/1OZ			
729	WG BLUE STAR COOKIE IW	127	BUENA VISTA		74040		150/1.2OZ			
730	NOI NACHO LIL BITES	30	FATHERS TABLE		77044		18 LB			
731	6" WG FRNCH BRD CHS PZA	875	TONY'S		78356		60/5.2OZ			
732	51% WG 4"RND GALAXY CHS PZA IW	69	TONY'S		78366		72/4.56OZ			
733	51% WG 4"RND GALAXY PEP PZA IW	29	TONY'S		78367		72/4.56OZ			
734	51%WG 5" 100%MOZZ CHS PIZZA	869	TONY'S		78368		60/4.98OZ			
735	51% WG 5" DEEP DISH PEPP PIZZA	1763	TONY'S		78369		60/4.98 OZ			
736	WG PEPP PIZZA STRIP	193	BEACON STREET		78378		48/3.1OZ			
737	LUNCH PIZZA BAGEL	44	TONY ROBERTS		78952		84/5.45OZ			
738	BREAKFAST PIZZA BAGELS	399	TONY ROBERTS		78976		96/3OZ			
739	WG RF C/CHIP COOKIE IW	133	BUENA VISTA		79010		200/1 OZ			
740	WG RF CHOCHIP COOKIE	117	BUENA VISTA		79015		120/1.5OZ			
741	WG RF SNCKRDDLE COOKIE IW	5	BUENA VISTA		79615		120/1.5OZ			
742	WG BROWNIE IW	37	BUENA VISTA		82220		96/2OZ			
743	WG CHOC CHIP BROWNIE BITE IW	1053	BUENA VISTA		83330		120/1.3 OZ			
744	3" ROUND CHS SLIDERS IW	70	ARDELLAS		90633		56/5.1OZ			
745	EGG CHS TURKY SAU WRAP WG	3	LOS CABOS		97887		72/ 2.5 OZ			
746	CH & TRKY SAUSG GRN/CHL SALSA	119	LOS CABOS		98375		120/3.75OZ			
747	BEEF & CHS TACO SNACK WG IW	91	LOS CABOS		98765		96/ 5.2 OZ			
748	WG GRILLED CHS SANDWICH IW	316	INTEGRATED		104000		72/3.69OZ			
749	WG BREADED POLLOCK PORTIONS	1	TRIDENT SEAFOODS		418302		1/ 10 LB			

Member districts included in the RFP are to be given the benefit of any lower prices offered by the manufacturers to the Super Co-op members and/or to the distributor, whichever is deemed lower in price.

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District	Mfr. Cost to Distributor
750	FC CN WG BRD CHX RINGS	3	GOLD KIST		499180		138/3.48OZ			
751	TURKEY POT ROAST - DARK MEAT	153	CARGILL MEAT SOLUTIONS		700259		6/5LB			
752	TURKEY POT ROAST	2	CARGILL MEAT SOLUTIONS		700267		6/5LB			
753	BEAN & CHEESE CHALUPA IW	79	INTEGRATED		827051		72/3.82OZ			
754	WG BREADED POLLOCK RECTANGLE	33	HIGH LINER FOODS		1089869		4/4.5LB			
755	CRISPY SEASONED WEDGES 8-CUT	12	MCCAIN		1000000496		6/5LB			
756	WG PB & GRAPE UNCRUSTABLE	3649	SMUCKERS		5150006960		72/2.6OZ			
757	WG PB & STRAW UNCRUSTABLE	821	SMUCKERS		5150006961		72/2.6OZ			
758	WG PB& GRAPE UNCRUSTABLE LRG	1033	SMUCKERS		5150021027		72/5.3OZ			
759	WG PB& STRAW UNCRUSTABLE LRG	289	SMUCKERS		5150021028		72/5.3OZ			
760	SEASONED SAVORY WEDGE 6/5 LBS	26	SIMPLOT		1.00712E+13		6/5LB			
761	WG HOT&SPICY BRD CHX PATY	60	TYSON		005567-0928		148/3.26OZ			
762	DK FC RST GLZ CHIX DRMST	36	TYSON		026435-0928		30LB			
763	DK MSQTE GLZ CHX DRMSTKS	40	TYSON		026436-0928		30LB			
764	FC GRDL CHX BREAST FILETS	6	TYSON		038350-0928		54/3OZ			
765	WG BRD CRISPY PATTIES	693	TYSON		070304-0928		148/3.54OZ			
766	WG BRD SPICY CHIX PATTIES	464	TYSON		070314-0928		148/3.53OZ			
767	WG CN CRISPY TENDERS	145	TYSON		070334-0928		6/5.31 LB			
768	WG BRD CRISPY NUGGETS	851	TYSON		070364-0928		32.81LB			
769	H&S WG CHX BREAST CHUNKS	10	TYSON		070372-0928		6/ 5 LB			
770	WG HOT'N SPICY CHIX CHUNK	12	TYSON		070374-0928		6/5.46LB			
771	SMOKE HOUSE TURKEY STICK GF	324	JENNIE O		2071-30		400/1.2OZ			
772	SWEET BBQ TRKY STIX	31	JENNIE O		2072-30		400/1.2OZ			
773	SL ITALIAN TKY COMBO PACK	9	JENNIE O		2096-12		12/1LB			
774	GLAZED BBQ JUMBO SLUGGER	281	TYSON		2133-0928		36 SVG			
775	L' ATTITUDES TKY THIGH POT RS'	6	JENNIE O		2156-34		4/7-9LB			
776	PRE SLICED BROWNE TRKY STEAK	2	JENNIE O		2303-24		4/6.17LB			
777	ALL NTRL OVN RST TRKY BRST SLC	3	JENNIE O		2318-12		6/2LB			
778	TURKEY HAM SLICED	100	JENNIE O		2565-35		4/5.25LB			
779	PRE-COOKED SLICED TURKEY BACON	25	JENNIE O		2711-06		12/5OCT			
780	JUMBO CHICKEN CORN DOG	30	STATE FAIR		572549/28322		48/4OZ			
781	WG APPLE BEAR CLAW IW	25	20TH CENTURY		618130W		72/3OZ			
782	FC TRKY CHORIZO SAUS CRUMBLES	40	JENNIE O		6397-40		8/5LB			
783	WG BRD PRO PRTN BN IN CHX	1453	TYSON		666000-0928		29.64LB			
784	DK WG BRD TRAD DRUMSTICKS	1613	TYSON		666010-0928		108/4.4OZ			
785	6 WG RF MOZZ CHS STICK	1208	BOSCOS		702011-1120		144 CT			
786	EGG CHS TRK BCN BRFST PIZZA IW	133	THE MAX		77387-12467		96/3.09OZ			
787	WG MAXSTIX 100% MOZZARELLA	50	THE MAX		77387-12602		192/1.93OZ			
788	MAXSNAX WG TOTALLY TACO	327	THE MAX		77387-12714		96/4.09OZ			
789	100% WG MANDARIN ORNG CHX	20	YANGS		8-52724-15552-4		6/5LB			
790	100% BBQ TRYKI CHICKEN	534	YANGS		8-52724-15554-8		6/5LB			
791	EDAMAME KUNG PAO CHICKEN	98	YANGS		8-52724-15557-9		6/4LB			
792	BUFFALO HOT LINGS	25	YANGS		8-52724-15558-6		6/5LB			
793	GENERAL TSO CHICKEN	347	YANGS		8-52724-15563-0		6/5LB			
794	WEDGE CHEESE PIZZA IW	161	ROSE & SHORE		BSTR100C		45/4.9OZ			

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Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District	Mfr. Cost to Distributor
795	CMDY 5" PEPPERONI PIZZA IW	492	ROSE & SHORE		BSTR500P		48/5OZ			
796	CMDY WG GRILLED CHS IW	34	INTEGRATED		C10800		72/4.19OZ			
797	CMDY WG RF GRILLED CHEESE IW	2398	INTEGRATED		C13400		72/4.19OZ			
798	CMDY TRKY HAM & CHS WRAP IW	38	ROSE & SHORE		C63019		50/4.65OZ			
799	TWIN PACK MINI CHS BURGER IW	140	DON LEE FARMS		CB640		72/4.74 OZ			
800	NOI WG CINNAMON ROLLS IW	580	OLD TOWN BAKERY		CIN3.5		72/3.5OZ			
801	PROTEIN VEGGIE PATTIES	10	DON LEE FARMS		CN10325		72/3.2OZ			
802	CHARBROILED 100% BF STEAK BRGR	2	DON LEE FARMS		CN163003		180/3.0 OZ			
803	SIGNATURE CHARBROILED BF PATTY	28	DON LEE FARMS		CN262253		240/2.25OZ			
804	WG JUMBO CHICKEN CORN DOG	1752	DON LEE FARMS		CN34072WG		72/4OZ			
805	WG JUMBO CHICKEN CORN DOG IW	116	DON LEE FARMS		CN34072WWG		72/4OZ			
806	CMDY CHRBROILED BF STEAK BURGR	5	DON LEE FARMS		CNQ11400W		60/4OZ			
807	CMDY 100% BEEF STEAK BURGER	677	DON LEE FARMS		CNQ162253		240/2.25OZ			
808	CMDY BEEF 100% STEAK BURGER	1181	DON LEE FARMS		CNQ163003		180/3.0 OZ			
809	CMDY BEEF MEATBALLS	5	DON LEE FARMS		CNQ28053VS		960/.50OZ			
810	CMDY PORK BBQ 100% RIB PATTY	150	DON LEE FARMS		CNQ522403P		200/2.4OZ			
811	CMDY LOW SODIUM BEEF SAUS PATY	646	DON LEE FARMS		CNQ771203K		400/1.20OZ			
812	CMDY BF TERIYAKI SLAM DUNKERS	436	DON LEE FARMS		CNQTD0753		160/3OZ			
813	CMDY BEEF PHILLY STEAK	50	JTM		CP5813		6/5LB			
814	CINNAMON TOAST W/ EGG BREAD IW	178	ROSE & SHORE		CT15120W		72/2.2OZ			
815	WG CHICKEN TAQUITOS BULK	389	MICHAEL B'S BESTWAY		CTB43		100/2.2OZ			
816	WG CHICKEN TAQUITOS IW	25	MICHAEL B'S BESTWAY		CTB43W		50/4.4OZ			
817	CHIX DOUBLE DOG IW	2683	MICHAEL B'S BESTWAY		DD400		60/4OZ			
818	DELI ROASTED POTATOES	20	MCCAIN		MCF03927		6/5LB			
819	SEASONED 8 CUT WEDGE FRIES	5418	REDSTONE CANYON		MCX03626		6/5LB			
820	MEATBALLS	27	INTEGRATED		N22050B		2/20 LB			
821	COUNTRY 8 CUT POTATOE WEDGES	160	ORE-IDA		OIF00024A		6/5LB			
822	1/2" CRINKLE CUT OVEN READY	655	ORE-IDA		OIF00055A		6/5LB			
823	PLAIN POTATO TATER TOTS	556	ORE-IDA		OIF00215A		6/5LB			
824	SMILES SHAPED POTATOES	130	MCCAIN		OIF03456		6/4LB			
825	SMILES SHAPED POTATOES	322	MCCAIN		OIF03456		6/4LB			
826	SEASONED HOMESTYLE MASHMAKERS	66	MCCAIN		OIF03613		6/4LB			
827	PRETZEL DOG CHICKEN IW	258	MICHAEL B'S BESTWAY		PD446		60/4.46OZ			
828	CMDY WG CHSEBURGER SLIDERS IW	876	DON LEE FARMS		QCB455		72/4.55 OZ			
829	CMDY WG CHSEBURGER SLIDERS IW	1151	DON LEE FARMS		QCB655		72/4.55OZ			
830	CMDY TKY HAM & CHS FR ROLL IW	300	ROSE & SHORE		SST10WC		48/4.5OZ			
831	PORK & CHEESE TAMALE	299	MICHAEL B'S BESTWAY		TAP76		72/5.5OZ			
832	CMDY TRKY DELI/CHS FRCH ROL IW	105	ROSE & SHORE		TDC248WC		48/4.7OZ			
833	WG CHS QUESADILLA IW	81	ROSE & SHORE		W31100		48/4.3OZ			
834	LOW SODIUM RF CHILI CHS DOG IW	500	INTEGRATED		952000		72/4.5OZ			
835	CHEESE FILLED PILLOW PULL APARTS	750	ARDELLAS		90128		108/4.1OZ			
836	CMDY CHPD PORK CARNITAS STY CKD	100	BROOKWOOD FARMS		12303		4/5 LB			
837	CMDY LS TEXAS WESTERN PORK BBQ	200	BROOKWOOD FARMS		12307		4/5LB			
838	CHICKEN LITTLE SLIDERS	150	RICH CHICKS		54411		100/3.2OZ			
839	COLBY CHEESE OMELET	100	SUNNY FRESH		40176		225/2.1OZ			

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Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District		Mfr. Cost to Distributor	
840	BEEF AND CHEESE CHIMICHANGA	150	MICHAEL B'S BESTWAY									
841	WG PB & BANANA SANDWICH IW	200	ADVANCE PIERRE		A1312		72/2.8OZ					
842	CMDY PUB STEAK BURGER	100	ADVANCE PIERRE		1-15-230		160/3OZ					
843	CMDY SL APPLES 100/2 OZ	398	FRESH INNOVATIONS		130220		100/2OZ					
	REFRIGERATED											
844	NOI YELLOW AMERICAN CHEESE	7	BONGARDS		10137		6/5LB					
845	SHRED MOZZARELLA CHEESE	75	LAND O LAKES		41698		4/5# PCH					
846	SHRED MILD CHEDDAR CHSE	69	LAND O LAKES		41749		4/5# PCH					
847	RF CHEDDAR CHEESE CUBES	2	LAND O LAKES		44113		200/1 OZ					
848	RF COLBY JACK CHSE CUBES	730	LAND O LAKES		44115		200/1OZ					
849	STRING CHEESE	2472	LAND O LAKES		59701		168/1OZ					

DECLARATION OF PUBLICATION

(2015.5 C.C.P.)

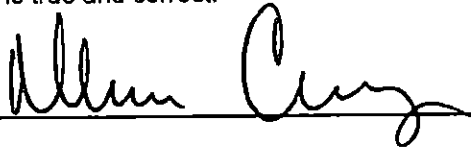
STATE OF CALIFORNIA,)
 COUNTY OF ORANGE)

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE AFORESAID COUNTY; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE PRINCIPLE CLERK OF THE ORANGE COUNTY NEWS, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED TWICE WEEKLY IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, WEST JUDICIAL DISTRICT, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, UNDER THE DATE OF 3/20/64 CASE #A31502 THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED BY DISTRIBUTION IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

June 1, 8

all in the year

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



signature

Date: 6/8/18, executed at GARDEN GROVE, California

THIS SPACE IS FOR THE COUNTY CLERK'S STAMP

REQUEST FOR PROPOSAL

District:
GARDEN GROVE UNIFIED SCHOOL DISTRICT

Bid Deadline:
 June 26, 2018

Place of Bid Receipt:
 Garden Grove Unified School District Business Office
 10331 Stanford Avenue
 Garden Grove, California 92840

NOTICE IS HEREBY GIVEN that the Board of Education of the Garden Grove Unified School District of Orange County, California, jointly with eight (8) School Districts is requesting proposal for Frozen, Refrigerated, Processed Commodity, Dry Goods, and Services. The Garden Grove Unified School District, as the Lead District, will receive RFP responses up to and including on June 26, 2018, 11:00 a.m. at the Purchasing Department, 4th Floor, 10331 Stanford Avenue, Garden Grove, CA 92840, and attention to Tammy Starr.

Request for proposal documents are available on-line at www.ggusd.us; printed copies are available upon request by contacting Tammy Starr at 714-663-6133.

The Districts are seeking proposals for Frozen, Refrigerated, Processed Commodity, Dry Goods, and Services, RFP No. 1711, in accordance with the Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

The Board of Education reserves the right to reject any and all proposals and to waive any irregularity therein. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of The Districts.

Dated this 1st day of June 2018.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

 Rosa Gonzalez
 Assistant
 Director of Business Services

Publishing Dates: June 1, 2018 and June 8, 2018
 Orange County News

GARDEN GROVE UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
July 17, 2018

6. BUSINESS

Agenda Item 6 – B: Accept Request for Proposal Bid No. 1711 – Frozen, Refrigerated, Processed Commodity, Dry Goods, and Services

A Request for Proposal (RFP) was posted to the Garden Grove Unified School District website. One bid was received from one vendor for the purchase of 849 items of frozen, refrigerated, processed commodity, dry goods, and services. The RFP specifications and conditions contain provisions to extend the contract for up to three years, one year at a time. The term of the contract is valid from July 18, 2018, through August 31, 2019. Request for Proposals are on file in the Office of Business Services.

It is recommended that the Board accept the bid for frozen, refrigerated, processed commodity, dry goods, and services from Gold Star Foods as the low qualifying bids meeting specifications, terms and conditions of RFP No. 1711. Bids and tabulations are on file and available in the Office of Business Services.

On motion of Trustee Stan Nguyen, seconded by Trustee Dina Nguyen, and unanimously, the Board of Education accepted the bid for frozen, refrigerated, processed commodity, dry goods, and services from Gold Star Foods as the low qualifying bids meeting specifications, terms and conditions of RFP No. 1711. Bids and tabulations are on file and available in the Office of Business Services.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services Isidro Guerra, Director, Fiscal Services
SUBJECT: **Mandate Block Grant**
DATE: August 15, 2018

Background:

Senate Bill (SB) 1016 established a Mandate Block Grant program. School Districts may receive funding through the Mandate Block Grant or through the long-standing claims reimbursement process. However, the State has clearly encouraged districts to elect the Block Grant as funding for the previously traditional method of individual filing has all but been eliminated in the current year's State Budget. Additionally, over the past six years, districts have received Block Grant funds in a much timelier manner than those who chose to file individual claims.

The District has elected to participate in the Mandate Block Grant program in each of the last six years. The adopted state budget for 2018-19 includes a Mandated Block Grant allocation of \$31.16 per ADA of unrestricted funding for Elementary School Districts during the fiscal year. This equates to approximately \$193,000 for our District.

Recommendation:

It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2018-19 fiscal year and authorize the Superintendent or his designee to sign all documents.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **EXTEND THE AGREEMENT WITH CORINNE LOSKOT CONSULTING INC., IN ORDER TO ASSIST WITH OBTAINING STATE SCHOOL FACILITIES FUNDING**
DATE: August 20, 2018

Background:

With the passage of Proposition 51, new State Facilities Funds will be available to eligible Districts. The District is interested in establishing its eligibility and pursuing potential state grant funding. Ms. Loskot has more than thirty years of planning experience in public school facilities development and has helped to obtain hundreds of millions in state funding for school districts.

Ms. Loskot's work up to this point has included establishing State Facilities Program (SFP) funding eligibility at each of the District's ten schools, totaling approximately \$5 million. In addition, applications are in process for modernization projects at all ten schools.

The additional work will include:

1. Prepare submittals and respond to review for CDE and OPSC on pending modernization applications
2. Modernization eligibility adjustments for 2018 – 2019 enrollment
3. Prepare submittals and respond to review for CDE and OPSC for the additional classrooms at the three middle school's under new construction eligibility
4. New construction eligibility adjustment(s)

Fiscal Impact:

The extension to the agreement is through June 2019 and includes an amount not to exceed \$95,000.

Recommendation:

It is recommended that the Board of Trustees approves the Amendment to the extended the Agreement with Corinne Loskot Consulting, Inc. in order to assist the District in obtaining State School Facilities Funds.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Language Network**
DATE: August 17, 2018

Background:

Due to increasing requests for interpreter and translator services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests. These requests will be filled and charged on a case by case basis.. This company has the ability to service a wide variety of languages that may be requested for interpretation and/or translation.

Fiscal Impact:

The terms of agreement will be September 5, 2018 through June 20, 2019 in an amount not to exceed \$4,000.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Language Network for the 2018-2019 school year.



Fountain Valley School District
Support Services
2018-2019-A

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement**
DATE: August 17, 2018

Background:

According to the Special Education Settlement Agreement signed on July 31, 2018, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2018-2019 school year. Term of settlement agreement is September 5, 2018 through and including March 16, 2019.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement 2019-A.



Fountain Valley School District
Personnel Services
M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Resolution Agreement between Fountain Valley School District and Office for Civil Rights (OCR) Case No. 09-18-1053**
DATE: August 17, 2018

Background:

On November 17, 2017, Fountain Valley School District received a correspondence from the Office for Civil Rights (OCR) regarding a complaint alleging discrimination on the basis of national origin related to the format of the Home Language Survey used in our district. OCR opened an investigation into the matter. In June 2018, OCR contacted the district to discuss resolving the allegations through a resolution agreement. By entering into this agreement, OCR will close the investigation into the allegations, without findings, and the district, without admitting to any violation of law, will agree to take actions listed in the attached Resolution Agreement related to OCR Case No. 09-18-1053.

Fiscal Impact:

There are no additional fiscal impacts associated with the Resolution Agreement.

Recommendation:

It is recommended that the Board of Trustees approves the Resolution Agreement between Fountain Valley School District and Office for Civil Rights (OCR) regarding Case No. 09-18-1053.

Resolution Agreement
FOUNTAIN VALLEY SCHOOL DISTRICT
OCR Case No. 09-18-1053

In order to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR) in the investigation of the above-referenced complaint filed against the Fountain Valley School District (District) pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and its implementing regulation, 34 C.F.R. Part 100, the District, without admitting to any violation of law, agrees to take the actions in this Resolution Agreement (Agreement).

I. Registration Procedures and Forms

By October 15, 2018, the District will review all in-person and online registration forms, documents, and procedures (to include Board Policies, Administrative Regulations, online and in-person forms and processes) to ensure (1) that lists of required documents are consistent with one another; and (2) that the range of documents to establish age and residency take into consideration the potential difference in availability of certain documents for families of different national origins.

II. Online Registration System

By November 15, 2018, the District will work with its online registration system provider to address the following:

- A. Providing access to additional languages for completion of the online registration process to ensure meaningful access to the enrollment and admissions processes;
- B. Removing requests for personal information that are not a necessary part of registration and that may impose a different requirement or restriction on students' admission or enrollment based on national origin and delineating the requests for personal information that are optional; and
- C. Including a statement that outlines the purpose for collection of information related to national origin and that this information will be used for no other purpose, such as restricting or denying enrollment or treating a student differently in determining whether he or she satisfies any admission or enrollment criteria.

III. In-Person Registration Processes

By December 1, 2018, the District will put in writing an updated policy and procedure for the in-person portion of its registration process. The policy will explain:

- A. How enrolling parents who do not speak English or Vietnamese will receive on-site online registration support.

- B. How to provide access to translated copies of in-person packets for enrolling parents who do not speak English or Vietnamese, to include the Home Language Survey.
- IV. By December 1, 2018, the District will review its website to identify all documents related to the student enrollment process, including but not limited to applications for interdistrict and intradistrict transfers and documents explaining documents required to establish District residency. The District will ensure that all such documents are available to parents who do not speak English and/or include information for parents on obtaining translation of the documents.
- V. **Training**

The District will issue a written guidance memorandum and facilitate training for all administrators, faculty, and staff who are responsible for or assist with enrolling students in District schools. The guidance memorandum and training will outline procedures for those considerations listed in Section III above, including (III-A) seeking translation and interpretation assistance for non-English speakers who come to a school site to register students through the online registration system; (III-B) completing in-person enrollment processes, including providing the Home Language Survey in languages consistent with the District's parent and student population to provide for meaningful access. The training will include a discussion of the prohibition on discrimination on the basis of national origin in Title VI and its implementing regulation at 34 C.F.R. §100.3(b), including with respect to the school enrollment process.
- VI. **Reporting and Monitoring**
 - A. Based on the findings of the District's review in Section I above, and within 15 days of the review's completion, the District will submit for OCR review and approval its plan for providing all online and in-person registration materials consistent with the considerations above.
 - B. By November 1, 2018, the District will provide OCR an update, in writing, as to what their capabilities and limitations are with respect to making changes as outlined in Section II of this Agreement.
 - C. By December 1, 2018, the District will provide for OCR review and approval, its proposed changes to the online registration system with respect to Section II of this Agreement.
 - D. By December 1, 2018, the District will provide for OCR review and approval a list of the enrollment forms, documents, and procedures identified in its review in

Section IV and a description of, and/or links to, the steps taken to ensure such documents are accessible to parents who do not understand English.

- E. By December 15, 2018, the District will provide for OCR review and approval its guidance memorandum and training materials for staff who provide on the phone and in-person guidance regarding the District's enrollment process, outlining the procedures referred to in Section III of this Agreement.
- F. By February 22, 2019, the District will provide the training in Section V. Within 7 days of completion of that training, the District will provide OCR with sign-in sheets for the training in addition to a copy of the agenda and any associated materials.

The recipient understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the recipient understands that during the monitoring of this Agreement, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of this Agreement. Upon completion of the obligations under this Agreement, OCR shall close and dismiss the case.

The recipient understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Mark Johnson, Superintendent
For the Fountain Valley School District

Date



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Agreement with TLC Auctions for Disposal of District Surplus Property**
DATE: August 15, 2018

Background:

The District continues to seek an efficient approach to dispose of surplus property that can generate funds and help us maintain clean and organized facilities. TLC Auctions is a full service surplus management company that provides removal and liquidation of all school surplus property. They are the largest auction company in Southern California specializing in school surplus property.

TLC Auctions charges a sellers fee of 45% of gross sales upon the successful sale of any surplus property.

Recommendation:

It is recommended that the Board of Trustees approves the annual agreement with TLC Auctions and authorize the Superintendent or designee to sign all related documents.



**10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com**

AGREEMENT

This agreement dated the 1st day of September, 2018 in the County of San Bernardino, State of California, between **Fountain Valley School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Fountain Valley School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuant to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2019. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of September, 2018

By: _____

By: _____

Date: _____

Date: _____

TLC Auctions

Fountain Valley School District



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND TURNITIN, LLC TO PROVIDE REVISION ASSISTANT TO THE DISTRICT'S THREE MIDDLE SCHOOLS**
DATE: August 13, 2018

Background:

Revision Assistant is a part of the [TurnItIn.com](https://www.turnitin.com) platform. Our middle school teachers have all been trained on Feedback Studio, the piece of TurnItIn that allows teachers to import student writing for plagiarism checks and allows teachers to give feedback digitally. Revision Assistant was successfully piloted in 2017/2018 by a small group of middle school teachers. Revision Assistant allows teachers to choose from a bank of pre-built writing prompts that are varied and cover multiple writing types. Once students are assigned a writing prompt, they can plan for and compose their response within the platform. As they write, students ask the system for a “signal check,” which gives them immediate feedback on their writing with targeted suggestions for revision. Students can then revise and get feedback on their revisions as many times as they need to before submitting their final work to be graded by their teacher.

Fiscal Impact:

The total cost for the 2 year agreement of Revision Assistant is \$35,450 and will run from September, 2018 through June, 2020. The District will cover this cost that also includes training for the teachers, with funds allocated in the District’s Local Control Accountability Plan to support student success.

Recommendation:

It is recommended that the Board of Trustees approves the Revision Assistant for all 6-8 ELA teachers with a 2 year agreement for the 2018-2020 school years to align with the Feedback Studio contract between Fountain Valley School District and Turnitin, LLC.



Fountain Valley Unified School District Proposal

June 22, 2018

Turnitin Revision Assistant

Turnitin Revision Assistant helps students become better writers by providing them with instant, specific feedback throughout the writing process. Revision Assistant provides a library of both document-based and open-ended writing prompts that may be assigned as timed performance tasks, writing practice, and/or homework assignments. The prompts cover a wide range of genres and are standards-aligned.

Training & Support

In partnership with Fountain Valley USD, Turnitin will provide Revision Assistant for 2300 students and unlimited teacher users. Additionally, Turnitin recommends 2 online training packages in alignment with school goals.

This Training Package includes (2) two-hour virtual training workshops. During these sessions, users cover account setup, administrator walk-through and a full product training.

Turnitin provides complementary support to all subscribing institutions. Our customer support team is at the ready to help 7 days a week. Additionally, Turnitin provides self-help resources at our online Help Center.

Support

Turnitin provides complementary support to all subscribing institutions. Our customer support team is at the ready to help 7 days a week. Additionally, Turnitin provides self-help resources at our online Help Center.

Help Desk:

<https://help.revisionassistant.com/>

Monday through Friday: 6am-11pm PT

Saturday and Sunday: 2pm-11pm PT



Pricing Options

Revision Assistant is available as annual subscriptions, based upon student enrollment.

OPTION A: Revision Assistant 1 Year Agreement for 2018-19 School Year				
	Qty	List Price	Partnership Price	Total
Annual License	2300	\$10.00	\$7.00	\$16,100.00
Onsite training half day	1	\$2500.00	\$2,250.00	\$2,250.00
Online Training Package	2	\$500.00	\$500.00	\$1,000.00
				Year 1 Total: \$19,350.00
				Annual Savings: \$7,150.00

OPTION B: Revision Assistant 2 Year Agreement for 2018-2020 School Year to align with Feedback Studio contract				
	Qty	List Price	Partnership Price	Total
Annual License	2300	\$10.00	\$7.00	\$32,200.00
Onsite training half day	1	\$2500.00	\$2,250.00	\$2,250.00
Online Training Package	2	\$500.00	\$500.00	\$1,000.00
				Year 2 Total: \$35,450
				Total Savings over 2 years: \$14,300.00



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Vavrinek, Trine, Day & Co., LLP Contract for Audit Services for Measure O General Obligation Bond Proceeds**
DATE: August 15, 2018

Background:

Aa required by education code 15278(c)(1)(2), the District must obtain an annual independent financial and performance audit for the duration of its school construction program. The audit must be conducted under Government Auditing Standards (SB 1473). Vavrinek, Trine, Day & Co., LLP (VTD) specializes in the audit of local educational agencies and is the District's existing audit firm.

This requirement is new for the District as 2017-18 was the first fiscal year in which proceeds were expended from the sale of Measure O General Obligation Bond.

Fiscal Impact:

The annual fee for these services is \$7,200.

Recommendation:

It is recommended that the Board of Trustees approves the attached contract with Vavrinek, Trine, Day & Co., LLP (VTD) and authorizes the Superintendent or designee to sign all required documents.



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

VALUE THE *difference*

July 9, 2018

Ms. Christine Fullerton
Assistant Superintendent Business Services
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

We are pleased to confirm our understanding of the services we are to provide the Fountain Valley School District (the District) for the year ended June 30, 2018. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2017 and ending June 30, 2018, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2018 in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure O) of the District for the period beginning July 1, 2017 and ending June 30, 2018. The financial statements will present only the Building Fund (Measure O) and will not purport to, and will not be intended to, present fairly the financial position and results of operations of the District in accordance with auditing standards generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure O) financial statements are fairly presented, in all material respects, in accordance with auditing standards generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's (Measure O) financial statements. Our report will be addressed to the Board of Trustees and Citizens' Oversight Committee of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management, and those charged with governance, that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management, and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the (Measure O) financial statements and related notes of the District in accordance with auditing standards generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of (Measure O) financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for (1) the selection and application of accounting principles, (2) the preparation and fair presentation of the financial statements and all accompanying information in accordance with auditing standards generally accepted in the United States of America, and (3) compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements for the Building Fund (Measure O) and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services and accept responsibility for them.

Performance Audit

The purpose of the performance audit is to meet the Proposition 39 requirement for the (Measure O) bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the (Measure O) bond proceeds are expended only on the specific projects listed in the bond language approved by the voters, and no bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The performance audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Our procedures for the performance audit will be as follows:

- Procure a detail of the accounting for the expenditures of the Measure O bonds.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the General Fund.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language.

Engagement Administration, Fees, and Other

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including, but not limited to, reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or an additional engagement letter for such additional work.

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation and appropriate individuals available upon request and in a timely manner to the California Department of Education, the California State Controller or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. With regard to using the auditor's report, written consent must be obtained prior to reproduction or use of our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education or the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm. If we are aware that a Federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

To ensure that Vavrinek, Trine, Day & Co., LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Richard R. Alonzo is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the (Measure O) financial audit and performance audit services will be \$7,200 for the period ending June 30, 2018. In addition to such payments for personal services, auditors will be reimbursed for such travel as may be necessary, with mileage computed at the approved Internal Revenue Service rate per mile. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Ms. Christine Fullerton
Fountain Valley School District
July 9, 2018
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If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Vavrinek, Trine, Day & Co., LLP both agree that any dispute over fees charged by us to the District will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated below, and return one copy to our office either electronically or in the enclosed return envelope.

Very truly yours,



Richard R. Alonzo
of Vavrinek, Trine, Day & Co., LLP

RRA/rd
Enclosure
180699

RESPONSE:

This letter correctly sets forth the understanding of the Fountain Valley School District.

By: _____

Title: _____

Date: _____

YANARI WATSON MCGAUGHEY P.C.

DALE M. YANARI (1947-2004) ♦ RANDY S. WATSON ♦ G. LANCE MCGAUGHEY ♦ DON W. GRUENLER
FINANCIAL CONSULTANTS/CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.



Yanari Watson McGaughey P.C.

9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112-3647
(303) 792-3020
FAX (303) 792-5153

web site: www.ywmcpa.com



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES
WITH ELENA MACDONALD**
DATE: August 13, 2018

Background:

To support the ongoing commitment of offering high level performing arts experiences throughout the district, 6-8 music teachers will continue to receive professional development by ways of in-class model lessons, coaching, selection of music, organizing ensembles, and directing choir performances. Training will take place starting in September, 2018 and run through June, 2019, both within the instructional day as well as afterschool.

Professional development services will again be provided by Elena MacDonald, an accomplished vocal music director, with vast experiences leading student performances from kindergarten through high school.

Fiscal Impact:

All expenses associated with the trainings will be covered with funds allocated in the District's Local Control Accountability Plan to provide ongoing teacher professional development.

Recommendation:

It is recommended that the Board of Trustees approves the contract for professional development services with Elena MacDonald for the 2018/2019 school year.

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1st DAY OF September, 2018 BETWEEN

Elena Macdonald, HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

6-8 teachers will receive professional development by ways of in-class model lessons, coaching, selection of music, organizing ensembles and directing choir performances. Training will take place starting September 1, 2018 and run through June 28, 2019, both within the instructional day as well as after school.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON September 1, 2018 AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY June 28, 2019. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT **NOT TO EXCEED \$40,000.00** FOR A TOTAL CONTRACT PRICE OF **NOT TO EXCEED Forty Thousand and No/100 (\$40,000.00)** FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING 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 JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)
CONSULTANT:

(CONSULTANT SIGNATURE)
19631 Sanderson Lane
(ADDRESS)
Huntington Beach, CA 92646
(CITY, STATE, ZIP CODE)
August 24, 2018
(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY _____
DIRECTOR, BUSINESS SERVICES

(DATE)
August 23, 2018
(DATE OF BOARD APPROVAL)

DISTRIBUTION: Forward three (3) copies of contract (signed by Consultant) to Business Services for signature. Only one (1) copy of fully executed contract will be returned to Consultant.



Fountain Valley School District
Support Services Department

MEMORANDUM

TO: Board of Trustees
FROM: **CARA ROBINSON, DIRECTOR SUPPORT SERVICES**
SUBJECT: **APPROVAL OF FVSD CAC PARENT REPRESENTATIVES**
DATE: August 15, 2018

Background:

As part of the West Orange County Consortium for Special Education (WOCCSE) Local Plan, a Community Advisory Committee (CAC) has been established to provide an avenue for parents and educators to collaborate and share information pertinent to the special education provided to our schools. This CAC meets regularly during the school year. The CAC offers an opportunity for any interested parent or community member to learn more about the system that manages their children's special services and allows for a way for parents and WOCCSE leadership to collaborate.

As part of the Bylaws for the CAC, each member district's Board of Trustees must approve of the District's parent representatives who have an interest in being voting board members of the WOCCSE CAC.

For the 2018-2019 school year, two parents have shown interest in participating on the CAC. Mrs. Jennifer Weimer, a parent from Gisler Elementary and Mrs. Stephanie Jensen, a parent from Cox Elementary.

Fiscal Impact:

There is no fiscal impact to this decision.

Recommendation:

It is recommended that the Board of Trustees approves Jennifer Weimer as the Fountain Valley School District's representative and voting member for the WOCCSE CAC Board as well as votes for Stephanie Jensen as an alternate in her absence.