

*****GOVERNOR'S EXECUTIVE ORDER N-25-20***
RE CORONAVIRUS COVID-19**

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE NOVEMBER 12, 2020 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING**

Trustees

*Debbie Crandell, President
Cristy Dawson, Clerk
John Paff
Brian Swanson
Jon Walton
Gabriella Giraldo*

DATE: Thursday, November 12, 2020

TIME: 5:30 p.m. Closed Session
6:30 p.m. Open Session

LOCATION: VIRTUAL MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/89333991369?pwd=ZnFZek5QUtF4STdUNIRXV0dwYWVDdz09>

Meeting ID: 893 3399 1369

Passcode: 545882

One tap mobile

+16699006833,,89333991369#,,,,,0#,,545882# US (San Jose)

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Dial by your location

+1 669 900 6833 US (San Jose)

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Meeting ID: 893 3399 1369

Passcode: 545882

Find your local number: <https://pgusd.zoom.us/j/kug7ecEfn>

Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

The Board of Education welcomes you to its meetings, which are regularly scheduled for the first and third Thursdays of the month. Regular Board Meetings shall be adjourned by 10:00 pm, unless extended to a specific time determined by a majority of the Board. This meeting may be extended no more than once and may be adjourned to a later date. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 435 Hillcrest Avenue, Pacific Grove during normal business hours.

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call to Order
- B. Roll Call
- C. Adoption of Agenda

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

II. CLOSED SESSION

A. Identify Closed Session Topics

The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]
3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report
- D. PGUSD Staff Comments (Non Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

VI. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Minutes of October 22, 2020 Board Meeting 8
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #6 13
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #6.

- C. Classified Assignment Order #6 16
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #6.
- D. Acceptance of Quarterly Treasurer’s Report 18
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending September 30, 2020.
- E. Warrant Schedule No. 625 34
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval.
- F. Approval of Contract for Service with Richard Enriquez, Certified Driver Instructor 36
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and authorize execution of the contract for services agreement between Pacific Grove Unified School District and Richard Enriquez, Certified Driver Instructor.
- G. Contract for Services with California Transport/Towing 39
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The Administration recommends that the Board review and approve the contract for services with California Transport/Towing to provide school bus towing services as needed.
- H. Contract for with Central Coast Kids and Families, LLC 42
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the contract for services between Pacific Grove Unified School District and Central Coast Kids and Families, LLC for the provision of instructional support staff.

Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

VII. ACTION/DISCUSSION

- A. Adoption of Board Policy 0470 COVID-19 Mitigation Plan for First and/or Final Reading 83
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and discuss for first reading and/or adopt the new Board Policy 0470 COVID-19 Mitigation Plan.

Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

B. Updates to Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements 96

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve changes to Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements in order to align community service hour requirements.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

C. Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove High School and Community High School 105

Recommendation: (Lito Garcia, Pacific Grove High School and Community High School Principal) The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 48 total hours for graduation for Pacific Grove High School and Community High School for graduating seniors in the Class of 2021, as well as reduce and prorate the community service requirements for the 9th, 10th and 11th graders to 36 community service hours.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

D. Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove Middle School 106

Recommendation: (Sean Roach, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 16 hours for promotion for 8th grade Pacific Grove Middle School students promoting to high school in the fall of 2021, as well as reduce and prorate the community service requirements for the current 6th, and 7th grade students to 12 hours of community service for promotion.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

E. Pacific Grove High School Athletics Conditioning 107

Recommendation: (Lito Garcia, Pacific Grove High School and Community High School Principal; Lauralea Gaona, Pacific Grove High School Athletic Director) The Pacific Grove High School Administration recommends the Board review and approve the request for athletic conditioning to begin November 16, 2020, at Pacific Grove High School.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

F. National Association of State Procurement Officials (Naspo) Value Point Master Price Agreement for Computer Equipment, Peripherals, And Related Services 108

Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The District Administration recommends that the Board review and approve the National Association of State Procurement Officials (Naspo) Value Point Master Price Agreement for computer equipment, peripherals, and related services.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

G. Agreement with Monterey County Office of Education Regarding Electronic Distribution of Direct Deposit Pay Advices 152

Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board approve the agreement with the Monterey County Office of Education (MCOE) regarding electronic distribution of direct deposit pay advices.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

H. Contract for the Audit of the District Financial Statements and Performance Audit of the Bond Fund 155

Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board approve the attached contract for services with the audit firm of Eide Bailly LLP.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

I. Board Calendar/Future Meetings 193

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

VIII. INFORMATION/DISCUSSION

A. District Update on Response to COVID-19 196

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

Board Direction: _____

- B. Student Resource Center at Pacific Grove High School 197
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board receive information regarding at Student Resource Center at Pacific Grove High School.

Board Direction: _____

- C. Future Agenda Items 205
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested teacher housing (TBD)
- Board requested a presentation on Diversify Our Narrative

Board Direction: _____

IX. ADJOURNMENT

Next regular Board meeting: November 19, 2020 – VIRTUAL

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of October 22, 2020 – VIRTUAL

I. OPENED BUSINESS

- A. Called to Order 6:31 p.m.
- B. Roll Call
 - President: Trustee Crandell
 - Clerk: Trustee Dawson
 - Trustees Present: Trustee Paff
Trustee Swanson
Trustee Walton
 - Administration Present: Superintendent Porras
Asst. Superintendent Chin-Bendib
 - Board Recorder: Mandi Ackerman
 - Student Board Member: Gabriella Giraldo

C. Adopted Agenda

MOTION Paff/Swanson to adopt agenda as presented.
Public comment: none
Motion CARRIED by roll call vote 5 – 0

D. Pledge of Allegiance Led By: Trustee Crandell

II. COMMUNICATIONS

A. Written Communication

The Board received emails regarding concerns about the reopening waiver; invitation to an equity event; a compliment for Mrs. Erickson and the culinary class; survey results.

B. Board Member Comments

Trustee Dawson reminded the audience that these are tough times, information is always changing and the teachers are being heard.

Trustee Paff thanked Pacific Grove High School Principal Lito Garcia for the walk through, and congratulated Principal Garcia for a completed quarter; thanked the teachers for moving forward after a hard first quarter.

Trustee Walton was invited to a Diversify Our Narrative meeting, a movement to make literature in middle and high schools more inclusive.

Pacific Grove High School Student Representative Giraldo said things were going well in the second quarter; the leadership team is meeting this quarter; helping new students feel more included; efforts to boost moral.

C. Superintendent Report

Superintendent Porras welcomed everyone back after Fall Break; thanked the students and staff regarding equity, thanked the students for bringing the issue up and being willing to take a stand. Superintendent Porras received compliments from the community on how well the students are holding up; acknowledged the teaching staff; thanked the teachers and students for making the best of a hard situation.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Student Services Clare Davies spoke about the Special Education parent training night, noting a flyer would be included in the weekly District update.

Pacific Grove Teachers Association President Shannon McCarty spoke about a PGTA meeting with 50 teachers and said the Board needs to know teachers do want to return to classrooms when it is safe; safety measures need to be put into place; many teachers feel the waiver is unsafe; asked about rapid testing availability and N95 masks; expressed concerns over long term effects of COVID-19.

Director of Curriculum and Special Projects Ani Silva noted an upcoming parent night with SWUN math curriculum.

Robert Down Elementary School Teacher Erica Chavez thanked the family who tested positive for COVID-19 for putting public safety first.

III. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Lacrisha Ferriera thanked the Board for continuing to allow the Monterey Bay Swim Club to use the pool at Pacific Grove High School.

Pattie Parigi also thanked the Board on behalf of the Monterey Bay Swim Club.

Toula Hubbard thanked the Board for the Monterey Bay Swim Club pool use; suggested athletic pods as a future agenda item; said people are frustrated during this time; complimented the teachers; suggested the District put things in place to bring the teachers back safely; suggested parent interactions/concerns as a future agenda item.

IV. CONSENT AGENDA

- A. Minutes of October 1, 2020 Board Meeting
- B. Certificated Assignment Order #5
- C. Classified Assignment Order #5
- D. Acceptance of Donations
- E. Warrant Schedule No. 624
- F. Contract for Services with JetMulch Inc.
- G. Contract for Services with Lincoln Aquatics for CO1 Tank Rental

MOTION Dawson/Swanson to approve consent agenda as presented.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

V. **ACTION/DISCUSSION**

A. 2020-21 Budget Revision #1

Assistant Superintendent Chin-Bendib presented information to the Board. The Board asked questions and discussed this item.

MOTION Paffr/Dawson to approve the 2020-21 Budget Revision #1.
Public comment: none
Motion CARRIED by roll call vote 5 – 0

B. Contract for Services with AMS.net for DHCP Server

Technology Systems Coordinator Jonathan Mejia answered questions from the Board.

Public comment:

Carolyn Swanson asked to see the bids from other vendors; expressed concerns over privacy and asked about protocols for keeping family information private; noted back-ups should be on a separate server; asked why the District is contracting out and the work is not being done in-house.

Coordinator Mejia addressed public comment.

MOTION Dawson/Crandell to approve contract for services with AMS.net for DHCP Server.
Motion CARRIED by roll call vote 5 – 0

C. Board Calendar/Future Meetings

No changes.
No action taken.

VI. **INFORMATION/DISCUSSION**

A. District Update on Response to COVID-19

Superintendent Porras spoke about the changes in COVID-19 case numbers; CDC guidance regarding established contact time; noted the District is working on a waiver; said Monterey Peninsula Unified School District and Carmel Unified School District are not moving forward with a waiver; discussed cohort challenges; encouraged the public to view the reopening plans on the District website. Superintendent Porras spoke about parent and staff surveys, noting staff expressed concerns regarding returning; participation rates on the surveys are low. Superintendent Porras also discussed COVID-19 testing, noting it is a snapshot in time; said the District is looking into getting testing sites in Pacific Grove.

Director of Facilities and Transportation Matt Kelly spoke about reopening plans.

The Board discussed this item.

Public comment:

Robert Down Elementary School Teacher Erica Chavez said there are a lot of questions and concerns in order to preserve the cohort integrity.

Elliott Hasen spoke about the parent survey and the questions; said we do not know what COVID-19 looks like; what if we can't reopen; how are we supporting parents; recommended clarifying the questions in the survey.

Steve Thomas spoke about testing protocols, noting the difficulty in testing; said it will be difficult for students in cohorts; said students are out and about and would put the cohort in danger; questioned when the HVAC/HEPA were coming; asked if the District would be responsible for contract tracing.

Teacher Barbara Priest said music teachers need extra PPE, including items specific to musical instruments; asked if the District was covering the PPE needs for specific classes. Disconnected due to technical issues.

Julie asked about the hybrid plans, questioned the middle school model and asked when the Board approved it.

Pacific Grove Middle School Principal Sean Roach addressed public comment.

Carolyn Swanson asked Director Davies to speak about targeted support services; asked about MOU's with PGTA and CSEA and if the public should expect to see more MOU's or negotiations; asked about Spring pictures and if this could be a future agenda item; noted if teachers were asked to return to classrooms that the District Office staff should return and Board meetings should be help in person.

Trustee Crandell addressed public comment.

Curt Conrad spoke about the survey and asked if students would be assigned to a different teacher.

Superintendent Porras addressed public comment.

Mr. Chavez thanked the teachers at Pacific Grove High School; said it was difficult to respond to the survey; noted student safety is the priority; asked how cohorts will be maintained; asked for an example of a cohort schedule.

Chris Darton said many parents are worried about health risks for reopening; noted reopening is not a single choice point.

Teacher Barbara Priest was concerned about the COVID-19 case within the District; said the District should make decisions and not bring COVID-19 into the community.

Teacher Christina Luciano said teachers want to be back safely with students; asked the Board to consider if the District is ready to file the waiver.

Teacher Erica Chavez noted as a working parent she embraces safety first; asked the Board to start talking about next school year and recommended finishing the current school year in District Learning.

Nicole Ortel asked about the PG Co-Op.

Principal Barbara Martinez addressed public comment.

Clare Davies spoke about the protocol for students with disabilities.

B. Review Fiscal Years 2018-19 and 2019-20 Utility Consumption and Expenditures

The Board thanked Assistant Superintendent Chin-Bendib for the information; suggested looking for ways to lower water and energy costs.

Trustee Dawson asked to revisit the discussion about solar panels.

Assistant Superintendent Chin-Bendib thanked Accounts Payable Marie Faile for her work on this item.

C. Future Agenda Items

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested teacher housing (TBD)
- A member of the public requested SELPA present on Special Education (Fall 2020)

The Board added a presentation on Diversify Our Narrative.

VII. ADJOURNED

9:38 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Certificated Assignment Order #6

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

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RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #6.

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Certificated Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 6
 November 12, 2020**

ADDITIONAL ASSIGNMENT:

Amy Tulley, BTSA Induction Coach for Gretchen Kelly, stipend \$1,800.00 annual stipend.

2020-21 PGMS Stipends, paid according to the PGTA Bargaining Agreement Exhibit 17

Employee	Assignment	% Stipend	Funding	Amount
Michelle Boulware	Instrumental Music Coach	1.0	General Fund	\$2,949
Jared Masar	Vocal Music Coach	1.0	General Fund	\$1,179
Jo Lynne Costales	Yearbook	1.0	General Fund	\$1,909
Audrey Kitayama	Athletic Director	1.0	General Fund	\$3,054
Michelle Boulware	Musical Advisor	1.0	General Fund	\$3,016
Sean Boulware	Musical Advisor Assistant	1.0	ASB	\$1,298

2020-21 PGMS Lunch Clubs, 45 minutes per day, 1-2 days per week, paid at the PGTA hourly non-instructional rate, funded through PTA and paid per time sheet:

Employee Assignment

- Adan Hull, Football/Basketball
- Chip Dorey and JasonTovani (volunteer), Surf Club
- Desi Pettas, Blender Animation Club
- Moira Mahr, Children 2 Children
- Monika Parsons, Roblox Club and Greek Mythology
- Wendy Milligan, Friday Fun Lunch Club
- Sean Roach, Comic Club (volunteer)
- Darcy Tuinenga, Friendship through Bracelets
- Dennis Rosen, Movie Club
- Ivy Kong, Math Club

2020-2021 PGMS Department Chairs, paid according to the PGTA Bargaining Agreement, base amount \$300 with an additional \$20 increment per section

Employee	Dept. Chair Assignment	Total Sections	Funding	Amount
Susan Torres	English	16	General Fund	\$620
Sue Gaul	History	16	General Fund	\$620
Ivy Kong	Math	20	General Fund	\$700
Chip Dorey	P.E	16	General Fund	\$620
Lisa McBride	Science	18	General Fund	\$660
Pam Gaul	Special Education	20	Restricted – Special Ed	\$700
Linda Goulet	Electives	16	General Fund	\$620

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 6
 November 12, 2020**

2020-21 PGHS SPORTS and Conditioning paid according to the PGTA Bargaining Agreement Exhibit 17

Employee	Assignment	% Stipend	Funding	Amount
Jeff Gray	Varsity Football Coach	1.0	General Fund	\$4,295
Andrew Cho	Assistant	0.5	General Fund	\$1,443
John Montenez	Assistant	0.5	General Fund	\$1,551
Jeff Bautista	Assistant	0.5	General Fund	\$1,342
Todd Buller	Assistant	0.5	General Fund	\$1,551
Eric Fonferrek	JV Football Coach	1.0	General Fund	\$2,886
Tristin Sahlie	Varsity Volleyball Coach	1.0	General Fund	\$3,717
Steve Watkins	Cross Country	1.0	General Fund	\$3,341
Carrie Stefano	Assistant Cross Country	1.0	General Fund	\$1,342
Greg Enterline	Girls' Water Polo	1.0	General Fund	\$2,891
Casey Lyon	Boys' Water Polo	1.0	General Fund	\$3,341
Linda Lyon	HS Spirit Squad Advisor	1.0	General Fund	\$3,002

TEMPORARY RE-HIRE:

Kim Shurtz, District GATE Coordinator, \$5,000 stipend to be paid 50% at the end of each semester, effective 2020-21 school year and funded through GATE program funds

RESIGNATION:

Kimberly Oronos, FGE, School Speech Therapist, 1.0 FTE resigns effective December 18, 2020

RETIREMENTS:

Brian Mello, PGMS Math Teacher, 1.0 FTE, retires effective November 6, 2020 after 13 years of successful service with the Pacific Grove Unified School District

Brad Woodyard, CHS Teacher, 1.0 FTE, retires effective December 31, 2020 after 29.5 years of successful service with the Pacific Grove Unified School District

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Classified Assignment Order #6

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #6

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Classified Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 6
November 12, 2020**

Page 2 of 2

NEW HIRE:

Amy Killett, FGE, Instructional Assistant (Title I/EL), 4.6 hrs./day/180 day work calendar, Range 31, Step A, effective November 2, 2020 (replaces Sue Ellzey)

Makenzie Sharrod, PGMS AVID Tutor, Temporary, hourly position, 1 hr., 20 mins., two days per week, effective November 12, 2020 through May 28, 2021 and paid per time sheet at \$18.99 per hour (Grant Funded), dependent upon sufficient enrollment and funding

RE-HIRE:

Kari Galer, 2020-21 RDE Garden Coordinator, \$4,600 annual stipend to be paid at 50% at the end of each semester.

ADDITIONAL ASSIGNMENT:

Sally Jones, RDE, Instructional Assistant, 3 hrs./day/180 day work calendar, Range 30, Step B, effective November 2, 2020 (replaces Nargess Akhavi)

PROMOTION:

Jill Houston, from BASRP, Recreation Coordinator, Range 37, Step F, 8 hrs./day/10 month work calendar, to PGHS Administrative Assistant IV, Range 39, Step F, 8 hrs./day/11 month work calendar, effective November 2, 2020 (replaces Lisa Voorhees)

- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

SUBJECT: Acceptance of Quarterly Treasurer's Report

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending September 30, 2020.

BACKGROUND:

Government Code 53646 requires that a quarterly report be made to the Board to identify the investments within which the District's funds are maintained until needed for expenditures. The District pools its revenues with other districts in the County and deposits them with the Monterey County Treasurer. The Treasurer in turn invests these funds in the various instruments identified in the attached report.

INFORMATION:

As indicated in the attached Treasurer's Report, the current investment portfolio is "in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months". The portfolio is currently returning an annualized yield of **1.61%**. This is compared to 1.89% last quarter.

FISCAL IMPACT:

None.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending September 30, 2020.

PASSED AND ADOPTED on this 27th day of October 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 27, 2020.

Dated: October 27, 2020
File ID: 20-860
Agenda Item No.: 42

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



Monterey County

Board Report

Legistar File Number: 20-860

CONSENT D

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

October 27, 2020

Introduced: 10/15/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending September 30, 2020.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending September 30, 2020.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the July - September period, the investment portfolio position by investment type and the investment portfolio by maturity range.

DISCUSSION:

During the July - September quarter, the effects of the coronavirus continued to ripple through global economies and financial markets. The Federal Reserve extended its forward guidance regarding zero short-term interest rates through 2023. Some economic indicators were strong and recovered at a faster pace than originally expected, leading various economists to pull forward the expected timeframe for recovery. The U.S. Treasury yield curve remained relatively unchanged over the quarter, with most maturities ending the quarter within 0.05% of where they began.

On September 30, 2020, the Monterey County investment portfolio contained an amortized book value of \$1,922,106,918 spread among 203 separate securities and funds. The par value of those funds was \$1,918,472,919 with a market value of \$1,922,009,718 or 99.9% of amortized book value. The portfolio's net earned income yield for the period was 1.61%. The portfolio produced an estimated quarterly income of \$7,320,942 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 380 days. The County Treasury continues to use shorter term debt to provide portfolio liquidity and enhanced investment opportunities.

The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

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OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:


The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund are expected to meet the budgeted revenue for fiscal year 2020-2021.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

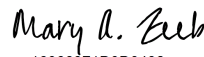
This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
 Administration
 Health & Human Services
 Infrastructure
 Public Safety

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Prepared by: Susanne King, Treasury Manager, x5490

DocuSigned by:

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Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:

- Exhibit A - Investment Portfolio Review 09.30.20
Exhibit B - Portfolio Management Report 09.30.20
Exhibit C - Aging Report 10.01.20

cc:

- Auditor-Controller - Internal Audit Section
All depositors
County Administrative Office
County Counsel
Treasury Oversight Committee

Exhibit A Investment Portfolio Review Quarter Ending September 30, 2020

OVERVIEW

July 1, 2020 – September 30, 2020

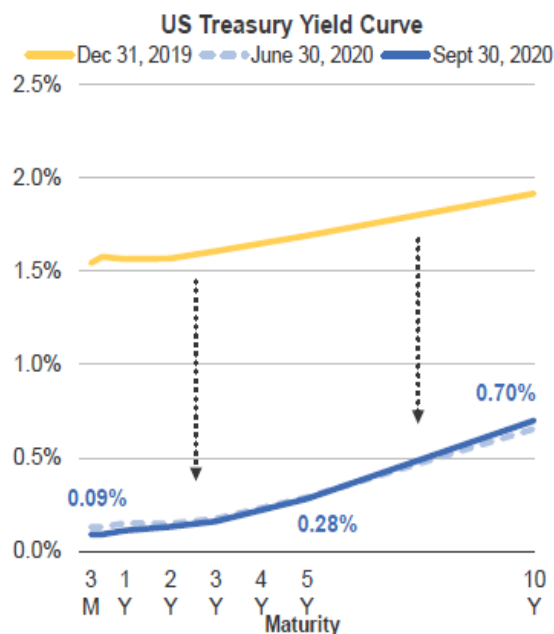
The effects of the coronavirus continued to ripple through global economies and financial markets during the quarter ended September 30, 2020. The Federal Reserve extended its forward guidance regarding zero short-term interest rates through 2023. Some economic indicators were strong and recovered at a faster pace than originally expected, leading various economists to pull forward the expected timeframe for recovery. The U.S. Treasury yield curve remained relatively unchanged over the quarter, with most maturities ending the quarter within 0.05% of where they began.

U.S. TREASURY YIELD CURVE

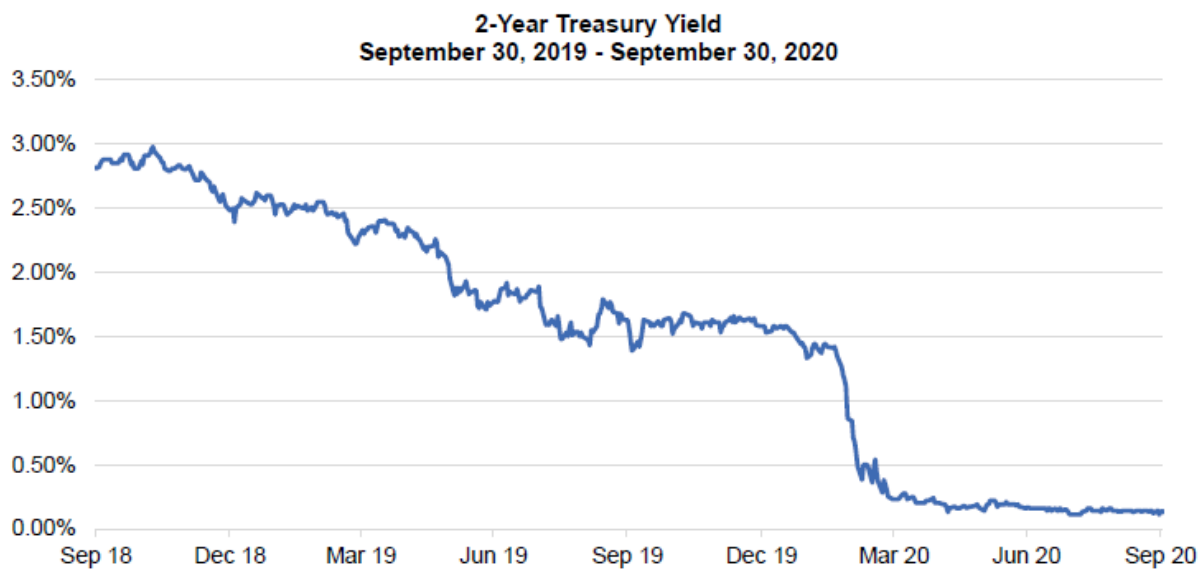
- Yields maintained a low and tight range during the quarter.
- The longer end of the yield curve moved up slightly, as bonds began to price in rising inflation expectations.

	3Q2020 9/30/20	2Q2020 6/30/20	QoQ Change
3 month	0.09%	0.13%	-0.04%
1 year	0.11%	0.15%	-0.04%
2 year	0.13%	0.15%	-0.02%
3 year	0.16%	0.18%	-0.02%
5 year	0.28%	0.29%	-0.01%
10 year	0.70%	0.66%	+0.04%
30 year	1.49%	1.41%	+0.08%

Source: Bloomberg as of 9/30/2020.



- The 2-year Treasury remained stable throughout the quarter, starting the quarter with a yield of 0.15% and ending the quarter at 0.13%



Source: Bloomberg, as of 9/30/20.

The County Treasury investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included Federal Agencies, Municipal Bonds, Certificates of Deposit, Corporate Notes and a Treasury Note. The Treasurer continues to keep a slightly higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 203 separate fixed income investments, all of which are authorized by the State of California Government Code 53601 and the Investment Policy.

The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition						
Corporate Notes	Negotiable CDs	Overnight Liquid Assets	US Treasuries	Federal Agencies	Supranationals	Municipal Bonds
15.1%	2.0%	23.5%	40.6%	18.6%	<0.1%	<0.1%

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 85% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, Negotiable CDs, Municipal Bonds and other liquid funds. All assets have a better than investment grade rating. U.S. Treasuries are not specifically rated but are considered the safest of all investments. All corporate debt (15%) is rated in the higher levels of investment grade and all Federal Agency and Municipal holdings are rated AA. The Supranational (<0.1%) is rated AAA. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition							
AAA	AAAm	AA	A	A-1 (Short Term)	Aaf/S1+ (CalTRUST)	BBB+ (split rated)	LAIF (non-rated)
0.1%	13.4%	63.8%	10.4%	1.5%	6.2%	0.8%	3.9%

• Total may not equal 100% due to rounding

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was actively managed during the July-September quarter. The portfolio’s average weighted maturity was 380 days, and the Treasurer maintained \$465M (24%) in overnight investments to provide immediate liquidity to be able to react quickly to unanticipated needs or opportunities in the current volatile environment. In addition, the Treasurer maintained \$748M (39%) in securities with maturities under a year to provide additional enhanced liquidity.

PORTFOLIO CHARACTERISTICS

	<u>June 30, 2020</u>	<u>September 30, 2020</u>
Total Assets	\$1,805,293,911.87	\$1,918,472,919.39
Market Value	\$1,803,857,359.57	\$1,922,009,718.02
Days to Maturity	307	380
Yield	1.89%	1.61%
Estimated Earnings	\$9,031,433.43	\$7,320,952.18

Since the start of the pandemic, the volatility of the bond market has subsided, and interest rates have stabilized. With the expectation that the Federal Reserve will maintain their zero interest rate policy for the next several years, interest rates are expected to remain stable and low. Given this, the County has resumed investing excess liquidity into securities in order to lock in interest rates and to safely maximize the portfolio return. The portfolio will continue to be actively managed under the established tenets of safety and liquidity while seeking to maximize the rate of return.

Exhibit B

CONSENT D

Monterey County Portfolio Management Portfolio Details - Investments September 30, 2020

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Certificates of Deposit - Bank												
22549L6F7	12393	Credit Suisse		08/07/2020	200,000.00	200,000.00	200,000.00	0.520		A-1	0.520	02/01/2022
83369XDL9	12356	SOCIETE GENERALE NY		02/19/2020	260,000.00	260,000.00	260,000.00	1.800	A1	A	1.800	02/14/2022
83369XDL9	12357	SOCIETE GENERALE NY		02/19/2020	10,000,000.00	10,000,000.00	10,000,000.00	1.800	A1	A	1.800	02/14/2022
Subtotal and Average			10,379,565.22		10,460,000.00	10,460,000.00	10,460,000.00				1.776	
Money Market Accts - GC 53601(k)(2)												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			7,229,103.34	7,229,103.34	7,229,103.34	0.010			0.010	
SYS11830	11830	Federated		07/01/2020	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			100,000.00	100,000.00	100,000.00	0.039	Aaa	AAA	0.039	
Subtotal and Average			7,328,990.20		7,329,103.34	7,329,103.34	7,329,103.34				0.010	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			75,000,000.00	75,000,000.00	75,000,000.00	1.354			1.354	
Subtotal and Average			75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00				1.354	
CALTRUST/CAMP - GC 53601(p)												
SYS11801	11801	CalTrust			48,800,000.00	48,800,000.00	48,800,000.00	0.699	Aaa	AAA	0.699	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	0.050	Aaa	AAA	0.050	
SYS12296	11803	CalTrust			20,000,000.00	20,000,000.00	20,000,000.00	0.180			0.180	
SYS12211	12211	CalTrust			50,400,000.00	50,400,000.00	50,400,000.00	0.116			0.116	
SYS12219	12219	CalTrust			331,137.88	331,137.88	331,137.88	0.140			0.140	
SYS10379	10379	Calif. Asset Mgmt			252,050,000.00	252,050,000.00	252,050,000.00	0.275		AAA	0.275	
SYS11961	11961	Calif. Asset Mgmt		07/01/2020	0.00	0.00	0.00	0.658		AAA	0.658	
Subtotal and Average			339,576,738.61		372,581,137.88	372,581,137.88	372,581,137.88				0.303	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	23.548			23.548	
Subtotal and Average			1.00		1.00	1.00	1.00				23.548	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			137,677.17	137,677.17	137,677.17	0.020			0.020	
Subtotal and Average			165,325.93		137,677.17	137,677.17	137,677.17				0.020	

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments September 30, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
Medium Term Notes - GC 53601(k)												
88579YAX9	12247	MMM COMPANY		01/11/2019	250,000.00	245,008.40	245,008.40	2.250	A1	AA-	3.123	03/15/2023
88579YBF7	12334	MMM COMPANY		11/27/2019	3,440,000.00	3,483,946.21	3,483,946.21	2.750	A1	AA-	1.825	03/01/2022
88579YBF7	12348	MMM COMPANY		01/15/2020	5,000,000.00	5,066,013.71	5,066,013.71	2.750	A1	AA-	1.795	03/01/2022
88579YBH3	12359	MMM COMPANY		02/24/2020	130,000.00	130,947.05	130,947.05	2.000	A1	AA-	1.825	02/14/2025
02079KAB3	12397	Alphabet INC		08/17/2020	5,000,000.00	5,495,970.98	5,495,970.98	3.375	Aa2	AA+	0.432	02/25/2024
023135AM8	12301	Amazon		05/31/2019	4,500,000.00	4,542,275.71	4,542,275.71	3.300	A3	AA-	2.472	12/05/2021
023135AW6	12317	Amazon		09/03/2019	200,000.00	202,866.32	202,866.32	2.400	A3	AA-	1.936	02/22/2023
023135BP0	12375	Amazon		06/03/2020	5,415,000.00	5,408,247.29	5,408,247.29	0.400			0.447	06/03/2023
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,917.50	249,917.50	2.500	A3	BBB+	2.519	08/01/2022
0258MOEB1	12323	American Express Credit		10/28/2019	4,000,000.00	4,008,528.70	4,008,528.70	2.250	A2	A-	1.863	05/05/2021
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	250,467.17	250,467.17	2.300	Aa1	AA+	2.177	05/11/2022
037833AR1	12268	Apple Inc Corp Notes		02/22/2019	3,825,000.00	3,828,169.35	3,828,169.35	2.850	Aa1	AA+	2.705	05/06/2021
037833CC2	12284	Apple Inc Corp Notes		04/09/2019	5,000,000.00	4,959,013.35	4,959,013.35	1.550	Aa1	AA+	2.559	08/04/2021
037833DV9	12383	Apple Inc Corp Notes		06/30/2020	5,000,000.00	5,045,267.70	5,045,267.70	0.750	Aa1	AA+	0.401	05/11/2023
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,925.17	249,925.17	2.050	A2	A-	2.101	05/10/2021
05531FAZ6	12325	BB&T Corporation		11/19/2019	5,000,000.00	5,003,430.56	5,003,430.56	2.150	A2	A-	1.940	02/01/2021
06406FAD5	12371	Bank of New York Mellon Corp		05/21/2020	125,000.00	129,251.05	129,251.05	2.200	A1	A	0.932	08/16/2023
06406HCX5	12417	Bank of New York Mellon Corp		09/30/2020	5,000,000.00	5,494,701.62	5,494,701.62	3.250	A1	A	0.702	09/11/2024
06051GGE3	12202	Bank of America Corp		06/07/2018	250,000.00	248,133.13	248,133.13	3.124	A3	A-	3.477	01/20/2023
06051GFW4	12234	Bank of America Corp		12/14/2018	5,000,000.00	4,976,673.49	4,976,673.49	2.625	Baa1	BBB+	3.515	04/19/2021
06051GGY9	12332	Bank of America Corp		11/27/2019	5,000,000.00	5,022,748.45	5,022,748.45	2.738	A2	A-	2.379	01/23/2022
110122DC9	12418	BRISTOL-MYERS SQUIBB		09/30/2020	60,000.00	68,555.92	68,555.92	3.875	A2	A+	0.879	08/15/2025
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,198.16	250,198.16	3.000	Aa2	AA	2.947	05/15/2022
084664BT7	12291	Berkshire Hathaway Finance		04/26/2019	8,625,000.00	8,690,678.08	8,690,678.08	3.000	Aa2	AA	2.509	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	247,109.43	247,109.43	2.550	A3	A	3.129	11/29/2022
14913Q2G3	12276	CATERPILLAR FINL SERVC		03/15/2019	6,125,000.00	6,129,966.69	6,129,966.69	2.900	A3	A	2.716	03/15/2021
14913Q2W8	12346	CATERPILLAR FINL SERVC		01/14/2020	5,000,000.00	5,026,740.99	5,026,740.99	2.650	A3	A	1.783	05/17/2021
166764AY6	12208	Chevron Corp. Global		06/25/2018	2,155,000.00	2,153,659.10	2,153,659.10	2.419	Aa2	AA-	2.926	11/17/2020
16764BV1	12368	Chevron Corp. Global		05/11/2020	75,000.00	75,000.00	75,000.00	1.141			1.141	05/11/2023
166764BT6	12404	Chevron Corp. Global		09/17/2020	5,000,000.00	5,385,914.61	5,385,914.61	2.895	Aa2	AA	0.503	03/03/2024
17275RBD3	12302	Cisco Systems Inc Corp		05/31/2019	5,000,000.00	4,994,897.13	4,994,897.13	2.200	A1	AA-	2.456	02/28/2021
172967LC3	12307	Citibank		06/07/2019	3,840,000.00	3,855,723.46	3,855,723.46	2.900	A3	BBB+	2.530	12/08/2021
172967GL9	12308	Citibank		07/12/2019	250,000.00	254,885.03	254,885.03	3.375	A3	BBB+	2.523	03/01/2023
172967KK6	12326	Citibank		11/19/2019	5,000,000.00	5,016,478.21	5,016,478.21	2.700	A3	BBB+	2.024	03/30/2021
172967MR9	12406	Citibank		09/17/2020	5,000,000.00	5,125,848.86	5,125,848.86	1.678	A3	BBB+	0.711	05/15/2024
191216BG4	12250	Coca- Cola Co		01/14/2019	5,000,000.00	4,998,534.78	4,998,534.78	2.450	A1	A+	2.812	11/01/2020

Portfolio INVT

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PM (PRF_PM2) 7.3.0

Exhibit B

CONSENT D

Monterey County Portfolio Management Portfolio Details - Investments September 30, 2020

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
Medium Term Notes - GC 53601(k)												
191216AV2	12288	Coca- Cola Co		04/09/2019	4,980,000.00	5,011,323.74	5,011,323.74	3.300	Aa3	A+	2.587	09/01/2021
191216CL2	12403	Coca- Cola Co		09/16/2020	5,000,000.00	5,251,335.66	5,251,335.66	1.750	A1	A+	0.458	09/06/2024
20030NCR0	12414	COMCAST CORP		09/30/2020	5,000,000.00	5,522,789.65	5,522,789.65	3.700	A3	A-	0.703	04/15/2024
254687FK7	12319	The Walt Disney Copr		09/06/2019	240,000.00	239,312.27	239,312.27	1.750			1.851	08/30/2024
291011BG8	12415	EMERSON ELECTRIC CO		09/30/2020	80,000.00	88,407.00	88,407.00	3.150	A2	A	0.848	06/01/2025
369550AR9	12237	General Dynamics Corp		12/14/2018	10,000,000.00	10,045,635.23	10,045,635.23	3.875	A2	A+	3.266	07/15/2021
38145GAG5	12205	Goldman Sachs		06/07/2018	250,000.00	247,102.16	247,102.16	2.350	A3	BBB+	3.454	11/15/2021
437076AW2	12235	Home Depot Inc		12/14/2018	2,750,000.00	2,765,017.59	2,765,017.59	4.400	A2	A	3.256	04/01/2021
438516BW5	12370	Honeywell Internatioanl		05/20/2020	100,000.00	104,841.06	104,841.06	2.300	A2	A	0.995	08/15/2024
02665WBF7	12286	American Honda Finance		04/09/2019	5,000,000.00	4,960,926.14	4,960,926.14	1.650	A1	A+	2.688	07/12/2021
02665WCZ2	12318	American Honda Finance		09/03/2019	200,000.00	202,685.79	202,685.79	2.400			2.021	06/27/2024
02665WDF5	12333	American Honda Finance		11/27/2019	5,000,000.00	4,999,835.11	4,999,835.11	1.950	A2	A	1.952	05/20/2022
4581X0DB1	12191	Inter-America Devel BK		04/19/2018	285,000.00	284,885.05	284,885.05	2.625	Aaa		2.687	04/19/2021
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	248,822.80	248,822.80	3.000	A1	A+	3.218	02/06/2023
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	247,347.96	247,347.96	2.700	A2	A	3.209	01/06/2023
24422EVH9	12374	John Deere Capital Corp		06/04/2020	3,340,000.00	3,337,549.62	3,337,549.62	0.700	A2	A	0.726	07/05/2023
24422EVH9	12382	John Deere Capital Corp		06/30/2020	5,000,000.00	5,020,109.03	5,020,109.03	0.700	A2	A	0.553	07/05/2023
46625HHU7	12157	JP Morgan Chase		08/21/2017	250,000.00	250,198.36	250,198.36	4.250	A3	A-	2.129	10/15/2020
46625HJD3	12329	JP Morgan Chase		11/18/2019	5,000,000.00	5,157,726.84	5,157,726.84	4.500	A2	A-	2.032	01/24/2022
46625HJD3	12341	JP Morgan Chase		12/17/2019	5,000,000.00	5,158,551.85	5,158,551.85	4.500	A2	A-	2.022	01/24/2022
57636QAB0	12282	MASTERCARD INC		04/04/2019	250,000.00	255,498.91	255,498.91	3.375	A2	A+	2.699	04/01/2024
58933YAQ8	12316	MERCK & CO INC		09/03/2019	10,000,000.00	10,082,243.44	10,082,243.44	2.350	A1	AA	1.729	02/10/2022
594918BX1	12363	MICROSOFT CORP		03/11/2020	125,000.00	131,452.75	131,452.75	2.875	Aaa	AAA	1.289	02/06/2024
66989HAP3	12412	Novartis Capital Corp		09/22/2020	125,000.00	131,106.31	131,106.31	1.750	A1	AA-	0.594	02/14/2025
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	251,006.10	251,006.10	2.500	A1	AA-	2.471	05/15/2022
742718EN5	12253	Procter & Gamble Co		01/15/2019	3,475,000.00	3,465,021.56	3,465,021.56	1.850	Aa3	AA-	2.734	02/02/2021
713448DX3	12236	Pepsico Inc Corp Note		12/14/2018	3,800,000.00	3,776,928.53	3,776,928.53	2.000	A1	A+	3.177	04/15/2021
713448DX3	12249	Pepsico Inc Corp Note		01/14/2019	5,000,000.00	4,977,286.93	4,977,286.93	2.000	A1	A+	2.876	04/15/2021
713448EY0	12367	Pepsico Inc Corp Note		05/01/2020	60,000.00	59,897.70	59,897.70	0.750			0.817	05/01/2023
717081ES8	12280	PFIZER INC		04/04/2019	250,000.00	252,072.75	252,072.75	2.950	A1	AA	2.692	03/15/2024
717081DZ3	12315	PFIZER INC		09/03/2019	5,000,000.00	5,023,415.94	5,023,415.94	2.200	A1	AA	1.801	12/15/2021
717081ES8	12402	PFIZER INC		09/16/2020	5,000,000.00	5,411,685.94	5,411,685.94	2.950	A1	AA	0.486	03/15/2024
69353RFT0	12360	PNC Bank NA		02/25/2020	4,130,000.00	4,130,000.00	4,130,000.00	1.743		A	1.743	02/24/2023
857477AV5	12267	State Street Corp		02/22/2019	8,723,000.00	8,671,073.18	8,671,073.18	1.950	A1	A	2.927	05/19/2021
857477AV5	12269	State Street Corp		02/22/2019	1,300,000.00	1,292,246.59	1,292,246.59	1.950	A1	A	2.929	05/19/2021
857477AV5	12304	State Street Corp		06/04/2019	5,000,000.00	4,989,376.17	4,989,376.17	1.950	A1	A	2.295	05/19/2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
Medium Term Notes - GC 53601(k)												
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	252,389.73	252,389.73	2.800	Aa3	AA-	2.231	07/13/2022
89233P5T9	12231	Toyota Motor Corporation		12/07/2018	5,000,000.00	4,998,738.97	4,998,738.97	3.300	Aa3	AA-	3.320	01/12/2022
89236TEU5	12279	Toyota Motor Corporation		03/22/2019	5,000,000.00	5,008,861.54	5,008,861.54	2.950	Aa3	AA-	2.606	04/13/2021
89233P5F9	12311	Toyota Motor Corporation		07/18/2019	5,000,000.00	5,055,451.74	5,055,451.74	3.400	Aa3	AA-	2.204	09/15/2021
89236TGJ8	12347	Toyota Motor Corporation		01/15/2020	5,000,000.00	5,002,000.64	5,002,000.64	1.800	Aa3	AA-	1.759	10/07/2021
89236TGT6	12358	Toyota Motor Corporation		02/21/2020	130,000.00	129,757.09	129,757.09	1.800	Aa3	AA-	1.845	02/13/2025
89236THF5	12401	Toyota Motor Corporation		09/16/2020	5,000,000.00	5,005,815.55	5,005,815.55	0.500	A1	A+	0.459	08/14/2023
882508AY0	12298	Texas Instruments INC		05/30/2019	4,400,000.00	4,406,532.29	4,406,532.29	2.750	A1	A+	2.392	03/12/2021
904764BG1	12369	Unilever Capital Corp		05/20/2020	60,000.00	64,504.94	64,504.94	3.250	A1	A+	0.968	03/07/2024
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	254,077.12	254,077.12	4.125	A1	A+	2.215	08/24/2021
91159HHL7	12300	US BANCORP		05/31/2019	4,287,000.00	4,285,155.87	4,285,155.87	2.350	A1	A+	2.484	01/29/2021
91159HHX1	12313	US BANCORP		08/06/2019	200,000.00	200,936.24	200,936.24	2.400	A1	A+	2.270	07/30/2024
91159HHC7	12322	US BANCORP		10/28/2019	3,500,000.00	3,553,243.78	3,553,243.78	3.000	A1	A+	1.888	03/15/2022
91159HHX1	12405	US BANCORP		09/17/2020	5,000,000.00	5,346,927.89	5,346,927.89	2.400	A1	A+	0.525	07/30/2024
92826CAC6	12203	Visa Inc		06/07/2018	250,000.00	248,074.77	248,074.77	2.800	A1	A+	3.178	12/14/2022
931142EJ8	12223	Walmart Inc		10/31/2018	10,000,000.00	10,002,284.24	10,002,284.24	3.125	Aa2	AA	3.091	06/23/2021
Subtotal and Average			251,908,486.65		278,305,000.00	282,175,161.47	282,175,161.47				2.006	
Negotiable CDs - GC 53601(i)												
22535CDU2	12281	Credit Agricole CIB NY		04/04/2019	250,000.00	250,000.00	250,000.00	2.830	A1	A+	2.869	04/02/2021
55379WZT6	12272	MUFG Bank LTD/NY		02/28/2019	10,000,000.00	10,000,000.00	10,000,000.00	2.970		A-1	3.020	02/26/2021
55379WZT6	12273	MUFG Bank LTD/NY		02/28/2019	250,000.00	250,000.00	250,000.00	2.970		A-1	2.970	02/26/2021
86565CKU2	12387	Sumitomo Mitsui Bank NY		07/14/2020	135,000.00	135,000.00	135,000.00	0.700			0.700	07/08/2022
867914BM4	12340	SUNTRUST BANKS INC		12/16/2019	5,000,000.00	5,038,843.10	5,038,843.10	2.700	A3	A-	2.072	01/27/2022
87019U6D6	12172	Swedbank		11/17/2017	18,000,000.00	17,902,800.00	18,000,000.00	2.270			2.270	11/16/2020
Subtotal and Average			33,658,399.24		33,635,000.00	33,576,643.10	33,673,843.10				2.466	
Commercial Paper Disc.- GC 53601(h)												
Subtotal and Average			19,472,630.72									
Fed Agcy Coupon Sec - GC 53601(f)												
3130AF5B9	12222	Federal Home Loan Bank		10/12/2018	10,000,000.00	9,998,969.44	9,998,969.44	3.000			3.011	10/12/2021
3130AEWA4	12243	Federal Home Loan Bank		01/03/2019	10,000,000.00	10,000,000.00	10,000,000.00	2.625	Aaa	AA+	2.563	10/01/2020
3130AFW94	12264	Federal Home Loan Bank		02/15/2019	370,000.00	369,117.09	369,117.09	2.500			2.576	02/13/2024
3130AJM22	12407	Federal Home Loan Bank		09/18/2020	12,535,000.00	12,607,037.41	12,607,037.41	0.440	Aaa	AA+	0.292	08/28/2024
3137EAEL9	12242	Federal Home Loan Mtg Corp		01/03/2019	10,000,000.00	9,994,231.98	9,994,231.98	2.375	Aaa	AA+	2.533	02/16/2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
Fed Agcy Coupon Sec - GC 53601(f)												
3134GVS74	12376	Federal Home Loan Mtg Corp		06/17/2020	25,000,000.00	25,000,000.00	25,000,000.00	0.520			0.520	06/16/2023
3134GVT24	12377	Federal Home Loan Mtg Corp		06/22/2020	25,000,000.00	25,000,000.00	25,000,000.00	0.360			0.360	12/22/2022
3137EAES4	12384	Federal Home Loan Mtg Corp		06/30/2020	25,000,000.00	24,965,442.61	24,965,442.61	0.250	Aaa	AA+	0.301	06/26/2023
3137EAEU9	12391	Federal Home Loan Mtg Corp		07/23/2020	155,000.00	154,257.29	154,257.29	0.375			0.476	07/21/2025
3137EAES4	12395	Federal Home Loan Mtg Corp		08/17/2020	22,635,000.00	22,618,966.33	22,618,966.33	0.250	Aaa	AA+	0.276	06/26/2023
3137EAEW5	12399	Federal Home Loan Mtg Corp		09/04/2020	15,000,000.00	15,007,254.69	15,007,254.69	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12400	Federal Home Loan Mtg Corp		09/04/2020	290,000.00	290,140.26	290,140.26	0.250	Aaa	AA+	0.233	09/08/2023
3137EAEW5	12409	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	25,008,396.73	25,008,396.73	0.250	Aaa	AA+	0.239	09/08/2023
3137EAEV7	12411	Federal Home Loan Mtg Corp		09/18/2020	25,000,000.00	25,004,691.52	25,004,691.52	0.250	Aaa	AA+	0.243	08/24/2023
3137EAEV7	12413	Federal Home Loan Mtg Corp		09/30/2020	25,000,000.00	25,015,235.39	25,015,235.39	0.250	Aaa	AA+	0.229	08/24/2023
3135G0V34	12263	Federal National Mtg Assn		02/08/2019	335,000.00	334,165.04	334,165.04	2.500			2.580	02/05/2024
3135G03U5	12366	Federal National Mtg Assn		04/24/2020	470,000.00	469,116.34	469,116.34	0.625	Aaa	AA+	0.667	04/22/2025
3135G04Q3	12372	Federal National Mtg Assn		05/22/2020	240,000.00	239,363.89	239,363.89	0.250	Aaa	AA+	0.351	05/22/2023
3135G03U5	12373	Federal National Mtg Assn		06/03/2020	450,000.00	452,594.44	452,594.44	0.625	Aaa	AA+	0.497	04/22/2025
3135G04R1	12378	Federal National Mtg Assn		06/18/2020	25,000,000.00	24,996,615.42	24,996,615.42	0.500		AA+	0.505	05/25/2023
3135G04Z3	12380	Federal National Mtg Assn		06/19/2020	545,000.00	543,935.85	543,935.85	0.500	Aaa	AA+	0.542	06/17/2025
3135G04Q3	12381	Federal National Mtg Assn		06/30/2020	31,000,000.00	30,984,721.94	30,984,721.94	0.250	Aaa	AA+	0.269	05/22/2023
3135G05G4	12385	Federal National Mtg Assn		07/10/2020	515,000.00	513,975.79	513,975.79	0.250	Aaa	AA+	0.322	07/10/2023
3135G04Z3	12386	Federal National Mtg Assn		07/10/2020	950,000.00	951,958.46	951,958.46	0.500	Aaa	AA+	0.456	06/17/2025
3135G05R0	12394	Federal National Mtg Assn		08/12/2020	15,000,000.00	14,974,227.27	14,974,227.27	0.300	Aaa	AA+	0.360	08/10/2023
3135G05G4	12396	Federal National Mtg Assn		08/17/2020	15,000,000.00	14,992,816.40	14,992,816.40	0.250	Aaa	AA+	0.267	07/10/2023
3135G05G4	12408	Federal National Mtg Assn		09/18/2020	25,000,000.00	25,002,221.10	25,002,221.10	0.250	Aaa	AA+	0.247	07/10/2023
3135G0V75	12416	Federal National Mtg Assn		09/30/2020	13,800,000.00	14,590,706.72	14,590,706.72	1.750	Aaa	AA+	0.216	07/02/2024
91324PDM1	12398	United Health Group Inc		08/19/2020	2,125,000.00	2,332,365.89	2,332,365.89	3.500	A3	A+	0.573	02/15/2024
Subtotal and Average			209,712,260.00		361,415,000.00	362,412,525.29	362,412,525.29				0.514	
US Treasury Note-GC 53601(b)												
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,994,411.06	1,994,411.06	1.500	Aaa		1.719	01/31/2022
912828T67	12161	U.S. Treasury		08/18/2017	2,000,000.00	1,990,953.28	1,990,953.28	1.250	Aaa	AA+	1.685	10/31/2021
9128282P4	12179A	U.S. Treasury		03/12/2018	780,000.00	770,052.12	770,052.12	1.875	Aaa		2.617	07/31/2022
9128282Z2	12217	U.S. Treasury		09/14/2018	5,375,000.00	5,372,743.33	5,372,743.33	1.625			2.760	10/15/2020
912828A83	12220	U.S. Treasury		10/01/2018	21,000,000.00	20,976,661.01	20,976,661.01	2.375	Aaa		2.838	12/31/2020
9128284B3	12224	U.S. Treasury		10/31/2018	10,100,000.00	10,078,801.92	10,078,801.92	2.375	Aaa		2.858	03/15/2021
912828B58	12225	U.S. Treasury		10/31/2018	20,000,000.00	19,952,749.09	19,952,749.09	2.125	Aaa		2.861	01/31/2021
9128284D9	12226	U.S. Treasury		11/07/2018	850,000.00	839,804.24	839,804.24	2.500	Aaa		3.017	03/31/2023
912828F21	12228	U.S. Treasury		11/30/2018	20,330,000.00	20,192,867.64	20,192,867.64	2.125	Aaa		2.834	09/30/2021

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
US Treasury Note-GC 53601(b)												
912828WN6	12229	U.S. Treasury		11/30/2018	15,160,000.00	15,080,575.53	15,080,575.53	2.000	Aaa	AA+	2.824	05/31/2021
9128284W7	12230	U.S. Treasury		11/30/2018	15,000,000.00	14,989,449.57	14,989,449.57	2.750	Aaa		2.834	08/15/2021
912828B90	12239	U.S. Treasury		12/14/2018	20,000,000.00	19,938,865.01	19,938,865.01	2.000	Aaa		2.772	02/28/2021
912828Q37	12240	U.S. Treasury		12/14/2018	19,600,000.00	19,460,264.30	19,460,264.30	1.250	Aaa	AA+	2.744	03/31/2021
9128283G3	12244	U.S. Treasury		01/08/2019	11,240,000.00	11,229,289.34	11,229,289.34	1.750	Aaa		2.547	11/15/2020
912828T91	12245	U.S. Treasury		01/11/2019	500,000.00	486,570.87	486,570.87	1.625	Aaa		2.557	10/31/2023
912828VB3	12246	U.S. Treasury		01/11/2019	785,000.00	769,427.07	769,427.07	1.750	Aaa		2.555	05/15/2023
912828WC0	12248	U.S. Treasury		01/14/2019	20,200,000.00	20,186,865.00	20,186,865.00	1.750	Aaa		2.566	10/31/2020
9128285R7	12251	U.S. Treasury		01/15/2019	21,750,000.00	21,777,729.97	21,777,729.97	2.625	Aaa		2.514	12/15/2021
9128283Q1	12252A	U.S. Treasury		01/15/2019	10,000,000.00	9,984,536.38	9,984,536.38	2.000			2.550	01/15/2021
9128283L2	12254	U.S. Treasury		01/31/2019	25,250,000.00	25,214,959.40	25,214,959.40	1.875	Aaa		2.572	12/15/2020
9128282Z2	12257	U.S. Treasury		01/31/2019	25,300,000.00	25,291,294.24	25,291,294.24	1.625			2.549	10/15/2020
9128284B3	12259	U.S. Treasury		01/31/2019	25,000,000.00	24,984,386.35	24,984,386.35	2.375	Aaa		2.517	03/15/2021
912828V23	12260C	U.S. Treasury		01/31/2019	500,000.00	495,302.67	495,302.67	2.250	Aaa		2.560	12/31/2023
912828U57	12261	U.S. Treasury		02/08/2019	500,000.00	494,475.97	494,475.97	2.125	Aaa		2.498	11/30/2023
912828P38	12262	U.S. Treasury		02/08/2019	700,000.00	688,535.95	688,535.95	1.750	Aaa		2.492	01/31/2023
9128284G2	12265	U.S. Treasury		02/19/2019	17,785,000.00	17,771,660.54	17,771,660.54	2.375	Aaa		2.519	04/15/2021
912828B90	12270	U.S. Treasury		02/26/2019	29,000,000.00	28,940,654.84	28,940,654.84	2.000	Aaa		2.514	02/28/2021
912828C57	12271	U.S. Treasury		02/27/2019	10,000,000.00	9,988,509.58	9,988,509.58	2.250	Aaa		2.489	03/31/2021
9128286G0	12274	U.S. Treasury		03/07/2019	400,000.00	397,678.73	397,678.73	2.375	Aaa		0.000	02/29/2024
912828WG1	12277	U.S. Treasury		03/18/2019	10,000,000.00	9,989,031.72	9,989,031.72	2.250	Aaa		2.445	04/30/2021
912828Q78	12283	U.S. Treasury		04/05/2019	10,000,000.00	9,946,360.37	9,946,360.37	1.375	Aaa		2.332	04/30/2021
912828QN3	12285	U.S. Treasury		04/09/2019	24,600,000.00	24,713,257.82	24,713,257.82	3.125	Aaa		2.357	05/15/2021
912828WN6	12297	U.S. Treasury		05/17/2019	20,000,000.00	19,969,293.20	19,969,293.20	2.000	Aaa	AA+	2.238	05/31/2021
912828WJ5	12305	U.S. Treasury		06/06/2019	500,000.00	509,898.98	509,898.98	2.500	Aaa	AA+	1.924	05/15/2024
912828S35	12309	U.S. Treasury		07/12/2019	750,000.00	741,308.84	741,308.84	1.375	Aaa	AA+	1.815	06/30/2023
912828S27	12310	U.S. Treasury		07/17/2019	20,000,000.00	19,892,559.52	19,892,559.52	1.125	Aaa	AA+	1.863	06/30/2021
912828S76	12312	U.S. Treasury		07/19/2019	20,000,000.00	19,881,799.92	19,881,799.92	1.125	Aaa	AA+	1.855	07/31/2021
912828T34	12314	U.S. Treasury		09/03/2019	30,000,000.00	29,879,572.06	29,879,572.06	1.125	Aaa	AA+	1.536	09/30/2021
912828Q29	12320	U.S. Treasury		09/06/2019	950,000.00	953,661.09	953,661.09	1.500	Aaa	AA+	1.341	03/31/2023
912828T67	12330	U.S. Treasury		11/18/2019	40,350,000.00	40,190,205.35	40,190,205.35	1.250	Aaa	AA+	1.624	10/31/2021
912828YM6	12331	U.S. Treasury		11/19/2019	170,000.00	168,888.31	168,888.31	1.500	Aaa	AA+	1.668	10/31/2024
912828U81	12335	U.S. Treasury		11/27/2019	25,000,000.00	25,120,496.33	25,120,496.33	2.000	Aaa	AA+	1.605	12/31/2021
912828S27	12336	U.S. Treasury		11/27/2019	25,000,000.00	24,906,276.89	24,906,276.89	1.125	Aaa	AA+	1.636	06/30/2021
912828RR3	12337	U.S. Treasury		11/27/2019	25,800,000.00	25,913,788.90	25,913,788.90	2.000	Aaa	AA+	1.599	11/15/2021
9128282F6	12339	U.S. Treasury		12/16/2019	9,575,000.00	9,529,354.76	9,529,354.76	1.125	Aaa	AA+	1.656	08/31/2021

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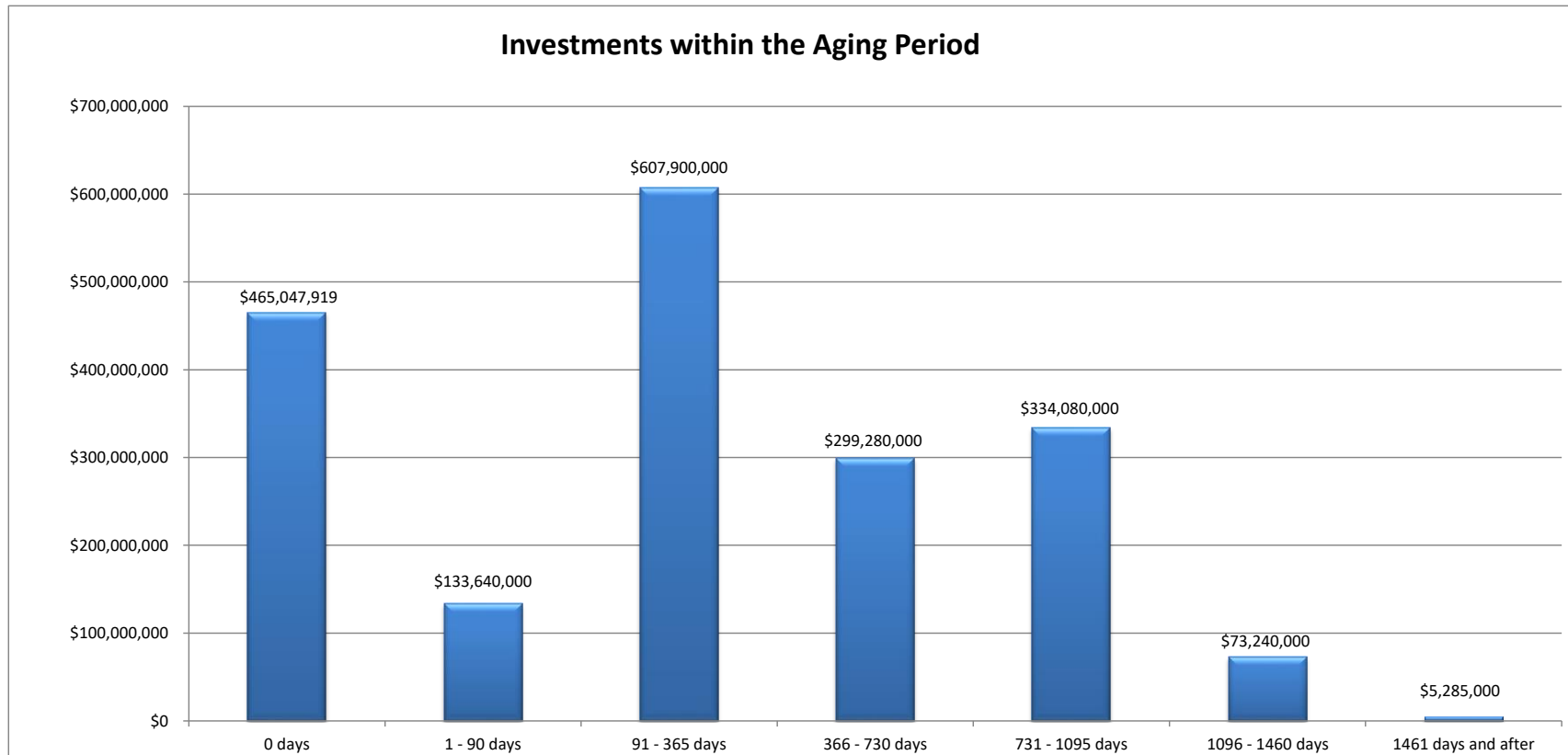
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated			YTM	Maturity Date
								Rate	Moody's	S&P		
US Treasury Note-GC 53601(b)												
9128287A2	12342	U.S. Treasury		12/19/2019	25,000,000.00	24,992,872.32	24,992,872.32	1.625	Aaa	AA+	1.663	06/30/2021
912828Q37	12343	U.S. Treasury		12/19/2019	25,000,000.00	24,951,655.98	24,951,655.98	1.250	Aaa	AA+	1.645	03/31/2021
912828M98	12344A	U.S. Treasury		12/19/2019	20,870,000.00	20,869,718.07	20,869,718.07	1.625	Aaa	AA+	1.633	11/30/2020
912828YT1	12345	U.S. Treasury		12/19/2019	24,900,000.00	24,862,842.35	24,862,842.35	1.500	Aaa	AA+	1.608	11/30/2021
912828YJ3	12349	U.S. Treasury		01/15/2020	11,800,000.00	11,787,631.51	11,787,631.51	1.500	Aaa	AA+	1.607	09/30/2021
912828Z52	12352	U.S. Treasury		02/05/2020	500,000.00	500,033.94	500,033.94	1.375	Aaa	AAA	1.373	01/31/2025
912828YM6	12353	U.S. Treasury		02/05/2020	500,000.00	502,390.29	502,390.29	1.500	Aaa	AA+	1.378	10/31/2024
912828YY0	12354A	U.S. Treasury		02/05/2020	370,000.00	375,698.61	375,698.61	1.750	Aaa	AA+	1.374	12/31/2024
912828ZC7	12362	U.S. Treasury		03/04/2020	400,000.00	405,070.30	405,070.30	1.125	Aaa	AA+	0.831	02/28/2025
912828ZR4	12379	U.S. Treasury		06/18/2020	25,000,000.00	24,969,195.76	24,969,195.76	0.125	Aaa	AA+	0.199	05/31/2022
912828ZM5	12410	U.S. Treasury		09/18/2020	30,700,000.00	30,695,309.00	30,695,309.00	0.125	Aaa	AA+	0.134	04/30/2022
Subtotal and Average			840,252,679.50		778,840,000.00	777,558,247.19	777,558,247.19				2.045	
Supranationals												
4581X0DM7	12365	INTER AMERICAN DEVEL BK		04/24/2020	270,000.00	269,921.18	269,921.18	0.500			0.511	05/24/2023
Subtotal and Average			10,858,637.24		270,000.00	269,921.18	269,921.18				0.511	
Municipal Bonds												
13063DUY2	12364	California TXBL		04/22/2020	55,000.00	64,330.00	64,330.00	5.000	Aa2		1.051	03/01/2025
574193TQ1	12392	State of Maryland		08/05/2020	110,000.00	109,970.40	109,970.40	0.510	Aaa		0.517	08/01/2024
91412HFM0	12388	University of California		07/16/2020	55,000.00	55,000.00	55,000.00	0.933	Aa2		0.933	05/15/2025
977123X78	12389	Wisconsin St Transport		07/30/2020	140,000.00	140,000.00	140,000.00	0.774	Aa1		0.774	07/01/2025
977123X60	12390	Wisconsin St Transport		07/30/2020	140,000.00	140,000.00	140,000.00	0.624	Aa1		0.624	07/01/2024
Subtotal and Average			575,389.54		500,000.00	509,300.40	509,300.40				0.729	
Total and Average			1,798,889,103.86		1,918,472,919.39	1,922,009,718.02	1,922,106,918.02				1.383	



Exhibit C Monterey County Aging Report By Maturity Date As of October 1, 2020

			Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(10/01/2020 - 10/01/2020)				
			15 Maturities	465,047,919.39	24.23%	465,047,919.39
Aging Interval:	1 - 90 days	(10/02/2020 - 12/30/2020)				
			10 Maturities	133,640,000.00	6.97%	133,567,261.62
Aging Interval:	91 - 365 days	(12/31/2020 - 10/01/2021)				
			56 Maturities	607,900,000.00	31.69%	606,719,786.96
Aging Interval:	366 - 730 days	(10/02/2021 - 10/01/2022)				
			37 Maturities	299,280,000.00	15.60%	300,056,019.67
Aging Interval:	731 - 1095 days	(10/02/2022 - 10/01/2023)				
			39 Maturities	334,080,000.00	17.41%	334,030,113.49
Aging Interval:	1096 - 1460 days	(10/02/2023 - 09/30/2024)				
			28 Maturities	73,240,000.00	3.82%	77,353,769.69
Aging Interval:	1461 days and after	(10/01/2024 -)				
			18 Maturities	5,285,000.00	0.28%	5,332,047.20
Total for 203 Investments				1,918,472,919.39	100.00	1,922,106,918.02



- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

SUBJECT: Warrant Schedule 625

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval.

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from October 1, 2020 through October 31, 2020.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item purchased, the correctness of the amount to be paid, and that funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 625

OCTOBER 2020

WARRANTS - PAYROLL

Certificated	Regular	10/05/20	\$	-
	Regular	10/10/20	\$	2,921.44
	Regular	10/13/20	\$	-
	Regular	10/31/20	\$	1,734,403.83
<u>Total Certificated</u>			<u>\$</u>	<u>1,737,325.27</u>
Other	Regular	10/05/20	\$	-
	Regular	10/10/20	\$	-
	Regular	10/13/20	\$	-
	Regular	10/31/20	\$	1,392.77
<u>Total Other</u>			<u>\$</u>	<u>1,392.77</u>
Classified	Regular	10/05/20	\$	2,713.61
	Regular	10/10/20	\$	3,475.44
	Regular	10/13/20	\$	-
	Regular	10/31/20	\$	636,115.66
<u>Total Classified</u>			<u>\$</u>	<u>642,304.71</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,381,022.75</u>

WARRANTS - ACCOUNTS PAYABLE

Warrants	12581566	through	12581611	10/01/20	\$	76,002.95
Warrants	12582789	through	12582841	10/08/20	\$	70,101.36
Warrants	12584665	through	12584698	10/22/20	\$	80,891.96
Warrants	12586227	through	12586268	10/29/20	\$	116,868.27
<u>TOTAL ACCOUNTS PAYABLE</u>					<u>\$</u>	<u>343,864.54</u>

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Approval of Contract for Service with Richard Enriquez, Certified Driver Instructor

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Matt Kelly, Director Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and authorize execution of the contract for services agreement between Pacific Grove Unified School District and Richard Enriquez, Certified Driver Instructor.

BACKGROUND:

The District provides on-going instruction and training for school bus drivers. Mr. Enriquez provides these professional services for our employees as required by law.

INFORMATION:

Richard Enriquez will provide instruction and training in the safe operation of school buses to our district school bus drivers for the 2020-2021 school year.

FISCAL IMPACT:

Consultant to be paid at the rate of: \$75/hour
 Not to exceed the sum of \$2,000.
 School Funding Source: Transportation Budget

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving **no** potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and

RICHARD ENRIQUEZ for services rendered as specified below.

1. Scope of Service:

To provide: Bus driver in-service, behind the wheel training, and documentation as required by the California Highway Patrol and Department of Education.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

Training for school bus drivers as required every year by law

3. Length of the Contract:

Service is to be provided on the following date(s):
August 12, 2020 through June 30, 2021 as needed

4. Financial Consideration:

Consultant to be paid at the rate of:
\$75/hour
Not to exceed the sum of \$2,000.
School Funding Source: Transportation budget

Consultant _____

Address _____

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District’s normal employment recruitment process.

Contracted work was not assigned using District’s normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

*Independent Consultant must sign and submit a W-9 to District prior to providing service.

CONTRACT FOR SERVICES CRITERIA

CONSENT F

DISTRICT/SITE ADMINISTRATOR – PLEASE CIRCLE CRITERIA THAT APPLY AND SIGN BELOW.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services with California Transport/Towing

DATE: November 12, 2020

PERSON RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with California Transport/Towing to provide school bus towing services as needed.

BACKGROUND and INFORMATION:

When school buses break down they require towing services to various repair establishments.

FISCAL IMPACT:

Fund 1 \$2,000. Invoicing will be done as needed.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and California Transport/Towing for services rendered as specified below.

1. Scope of Service:

To provide: School bus towing services

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

Towing school bus to various locations for needed repairs

3. Length of the Contract:

Service is to be provided on the following date(s):

November, 2020 through June 30, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$150 per hour

For a month(hours/days/other)

School Funding Source: Transportation

Account Code: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant (Please print) California Transport/Towing

Address 124 Griffin St., Salinas, CA Phone:831-758-5760

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

District Employee

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

Contracted work was assigned using District’s normal employment recruitment process.

Contracted work was not assigned using District’s normal employment recruitment process.
Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Contract for Services Criteria

District/Site Administrator – Please circle criteria that apply and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that they incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services between Pacific Grove Unified School District and Central Coast Kids and Families, LLC

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the SELPA Master Agreement and contract between Pacific Grove Unified School District and Central Coast Kids and Families, LLC for the provision of instructional support staff.

BACKGROUND:

The special education program has an unfilled position and would like to use funds saved from this vacancy to fund a part time CCKF instructional support staff to support the needs of a student with disabilities.

INFORMATION:

By entering into this Master Agreement and contract with Central Coast Kids and Families, the organization will provide an instructional staff to provide on-site support for a student. The organization is no longer associated in any way with the former owner and is now under the leadership of Linda Bell, Interim Executive Director. CCKF insurance policy covers employees that are providing services to sites other than that of the CCKF building located in Monterey.

FISCAL IMPACT:

No impact.
 Budgeted for unfilled para-professional position \$45,800
 Savings YTD \$15,266

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving **no** potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and Central Coast Kids and Families, LLC for services rendered as specified below.

- 1. **Scope of Service:**
The provision of a part time CCKF instructional support staff to support the needs of a student.
- 2. **Expected outcome(s)**
Increased access to instructional program.
- 3. **Dates of Service:**
November 13, 2020-TBD
- 4. **Financial Arrangements:**
\$40 an hour up to 11 hours a week. \$440 a week.
Funding Code: 01-6500-0-5770-1190-2100-00-003-2435-000

Consultant : Central Coast Kids and Families, LLC

Address: 1245 10th. Street, Monterey, CA 93940

Signed _____ Date _____

District Employee X Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District’s normal employment recruitment process.

X Contracted work was not assigned using District’s normal employment recruitment process.
Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Revised 9/05

Contract for Services Criteria

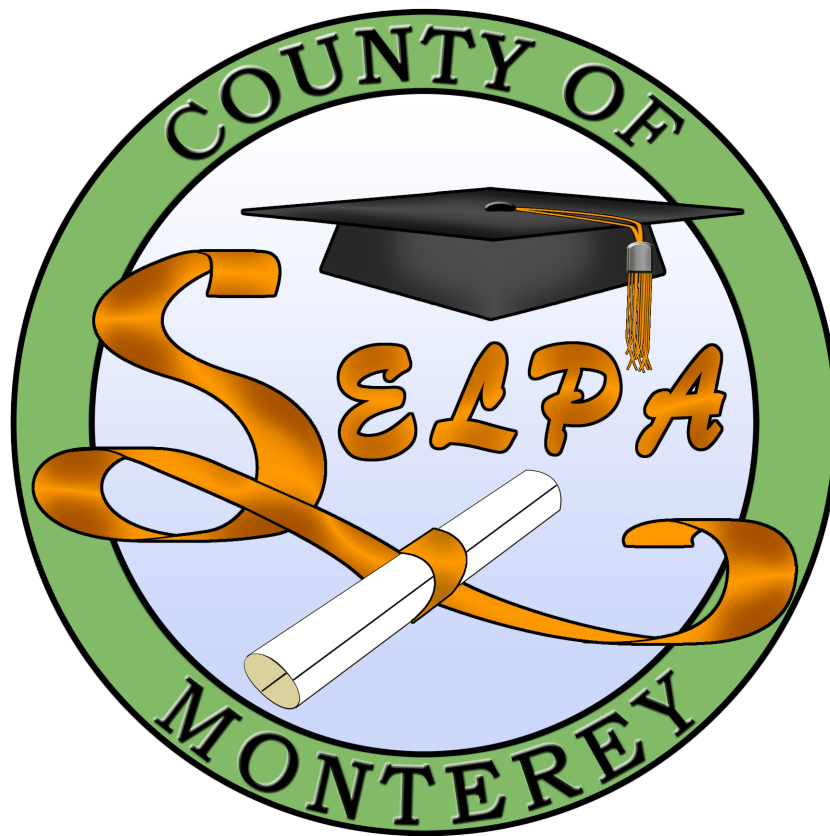
District/Site Administrator – Please circle criteria that applies and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- X(8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

Monterey County Special Education Local Plan Area



**NONPUBLIC, NONSECTARIAN SCHOOL OR
AGENCY SERVICES**

**MASTER CONTRACT
2020-2021**

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Pacific Grove Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Central Coast Kids and Families

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Agreement”) is entered into on July 1, 2020, between Pacific Grove Unified School District _____, hereinafter referred to as the local educational agency ("LEA"), a member of the Monterey County SELPA and Central Coast Kids and Families, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH

consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

II. ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies;

state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section

56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

 - \$3,000,000 per occurrence
 - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide

the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide

designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or 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.

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the

delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration

of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory

offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data

supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business

days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA’s response to CONTRACTOR’s notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA’s Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher’s classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, Public Health Order and/or federal, state or local Executive or Emergency Order:

- a. LEA Closure: If CONTRACTOR serves students appropriately as delineated in the ISA during a period where LEAs may be closed or unable to provide service, CONTRACTOR shall receive payment, regardless of whether a sending LEA is closed.
- b. CONTRACTOR Closure – Unless otherwise directed by federal, state or local Executive or Public Health Order, Law or other similar directive, if the LEA is able to obtain alternative placement/service for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR closure. If the LEA is unable to obtain an alternative placement/service, CONTRACTOR shall receive payment for services provided, such as via distance learning or virtual services, upon a submission of a description of those services by the CONTRACTOR and as agreed upon by the CONTRACTOR and LEA, until an alternative placement/service can be found.
- c. LEA and CONTRACTOR Closure – On days the LEA is funded via waiver or federal, state or local Executive Order, Law or other similar directive, CONTRACTOR shall receive payment for services provided, such as via distance learning or virtual services, upon submission of a description of those services by the CONTRACTOR, and as agreed upon by the CONTRACTOR and LEA. CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR closure if stated by the guidance, federal, state or local Executive Order Law or other similar directive.

If required, CONTRACTOR and LEA shall work collaboratively to determine the need for make-up days or service changes, including distance learning plans, and shall work together to amend IEP and ISAs as appropriate to reflect mandated changes. When an emergency closure is lifted, CONTRACTOR shall notify the LEA of any lost instructional minutes, if required under Executive Order, Law or other similar directive. To terminate the contract or ISA either party shall give twenty (20) days prior written notice as stated in section 14 of this Master Contract.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Central Coast Kids and Families, LLC

Nonpublic School/Agency

Pacific Grove Unified School District

LEA Name

By: _____
Signature **Date**
 Linda Bell, Interim Executive Director

Name and Title of Authorized Representative

By: _____
Signature **Date**
 Song Chin-Bendib Assistant Superintende

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Central Coast Kids and Families, LLC			Pacific Grove Unified School District		
Name and Title			Name and Title		
Linda Bell, Interim Executive Director			Song Chin Bendib, Assistant Superintendent		
Nonpublic School/Agency/Related Service Provider			LEA		
Contractor: Central Coast Kids and Families, LLC			Pacific Grove Unified School District		
Address			Address		
1245 10th Street			435 Hillcrest Ave		
City	State	Zip	City	State	Zip
Monterey	CA	93940	Pacific Grove	CA	93950
Phone		Fax	Phone		Fax
(831) 649-4543 tel/fax			831-646-6560		
Email			Email		
lbellcckf@icloud.com			schinbendib@pgusd.org		

**Additional LEA Notification
 (Required if completed)**

Pacific Grove Unified School District

Name and Title
 Clare Davies, Director of Student Services

Address
 435 Hillcrest Ave

City **State** **Zip**
 Pacific Grove CA 93950

Phone **Fax**
 831-646-6523

Email
 cdavies@pgusd.org

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Central Coast Kids and Families, LLC
The CONTRACTOR CDS NUMBER: N/A

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$40/hour</u>	<u>\$440/week</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Adoption of Board Policy 0470 COVID-19 Mitigation Plan for First and/or Final Reading

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and discuss for first reading and/or adopt the new Board Policy 0470 COVID-19 Mitigation Plan.

INFORMATION:

As part of the Re-Opening process due to COVID school closures the Pacific Grove Unified School District has several plans in place to mitigate student and staff exposure to the Coronavirus. The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction.

The following policy establishes and confirms planned/approved actions that will be taken by the Pacific Grove Unified School District (PGUSD) to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing PGUSD policies or administrative regulations until the Pacific Grove Board of Education (Board) determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

Areas Included (but not limited to) are:

- Student Support
- Instruction and Schedules
- Grading
- Health and Welfare of Returning Students
- Student Absence and Attendance
- Social Distance, Cleaning, Disinfecting, Contact Tracing
- Food Services
- Potential Reclosure

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The following policy establishes actions that will be taken by the Pacific Grove Unified School District (PGUSD) to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing PGUSD policies or administrative regulations until the Pacific Grove Board of Education (Board) determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 5141.22 - Infectious Diseases)

(cf. 9310 - Board Policies, Bylaws and Regulations)

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision, with the advice of the Monterey County Superintendent of Schools (County Superintendent), and the Pacific Grove Unified School District Superintendent, to reopen school campuses for classes, before or after school programs, child care centers, and/or preschool programs shall be made in consultation with state and local health officials, and neighboring school districts. PGUSD shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Prior to the return to on-campus teaching and learning, the PGUSD Superintendent or designee should provide current information to students, parents/guardians, and staff about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The PGUSD Superintendent or designee should also provide information on the processes and protocols the PGUSD will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6020 - Parent Involvement)

Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning,

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impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

As school campuses reopen, the Board would expect the staff to provide a caring and nurturing educational environment for students. PGUSD may also provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

(cf. 6142.8 - Comprehensive Health Education)

The staff should also pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.5 - Student Success Teams)

As needed, the staff may see the need to provide referrals of students and families to basic needs assistance or social services, and may assess students for eligibility for the free and reduced-price meal program or assistance under the McKinney-Vento Homeless Assistance Act.

(cf. 6173 - Education for Homeless Children)

The PGUSD Superintendent or designee should ensure that the staff understands its obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The PGUSD Superintendent or designee is encouraged to provide information to staff and parents/guardians regarding how to provide mental health support to students. The PGUSD Superintendent or designee should consider providing counseling resources to staff who are experiencing emotional difficulties as a result of COVID-19.

Instruction/Schedules

PGUSD may consider offering a combination of on-campus instruction and distance learning to meet the needs of all students.

(cf. 6158 - Independent Study)

The PGUSD Superintendent and District Office administrative staff will work with school principals, teachers, other staff, students, and parents/guardians to establish schedules of on-campus instruction for each school and program. If all students cannot attend on-campus instruction for the entire school

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day due to space limitations as a result of social distancing requirements, the Superintendent or designee may consider arrangements for rotating groups of students, such as on a daily or weekly basis, and/or shall provide on-campus instruction to students with the greatest need for in-person supervision.

(cf. 6112 - School Day)

Priority for on-campus instruction shall be given to the lowest performing students, students with disabilities, elementary level students, students at risk of child abuse and neglect, homeless students, foster youth, and English learners. To the extent practicable, PGUSD shall also consider the needs of essential workers, as designated in the Governor's executive orders, for child care during normal school hours.

(cf. 6173.1 - Education for Foster Youth)

On-campus instruction may be prioritized for subjects that are difficult to deliver through distance learning, such as laboratory science, art, or career technical education.

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Appropriate training shall be offered to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

Evaluation of Academic Progress Following Campus Closure

Upon return to on-campus instruction following an extended campus closure, the teachers should evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services.

(cf. 6179 - Supplemental Instruction)

For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Director of Student Services and of Special Education may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Director of Special Education should ensure PGUSD compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

(cf. 6159 - Individualized Education Program)

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COVID-19 MITIGATION PLAN*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)**(cf. 6164.6 - Identification and Education Under Section 504)***Grading**

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the PGUSD Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
2. Assignment of pass/no pass grades for all courses
3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means.

*(cf. 5121 - Grades/Evaluation of Student Achievement)***Health Screening of Students**

To the extent feasible, students shall be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day. The County Superintendent or designee should work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a healthcare facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing.

*(cf. 5141.3 - Health Examinations)***Student Absence and Attendance**

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The County Superintendent or designee will be expected to notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. [Education Code (EC) 49451; Health and Safety Code 120230; 5 California Code of Regulations (CCR) 202]

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Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off campus.

Pursuant to EC 48205, student absences due to illness or quarantine are considered excused absences. 5 CCR 306 authorizes the school to require a satisfactory explanation from a student's parent/guardian whenever the student is absent. Pursuant to 5 CCR 421, the Board may adopt policy or a resolution establishing reasonable methods for verifying student absences, and absences due to illness or quarantine may be verified by a school or public health nurse, Attendance Coordinator, physician, principal, teacher, or other qualified PGUSD employee assigned to make such verification. See AR 5113 - Absences and Excuses for verification methods authorized by the PGUSD.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

(cf. 5113 - Absences and Excuses)

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

(cf. 6154 - Homework/Makeup Work)

Pursuant to the Governor's Executive Order N-26-20, county offices are not penalized for failure to offer regular school days when campuses are closed due to COVID-19. Although PGUSD is not required to record daily attendance for apportionment purposes when campuses are closed, California Department of Education's (CDE) FAQs for 2019 Novel Coronavirus encourage PGUSD to track participation and engagement in distance learning at such times. As campuses reopen, PGUSD will follow state guidance, when issued, pertaining to attendance accounting.

The Assistant Superintendent of Student Services and Assistant Superintendent of Special Education are required to maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The PGUSD employee designated as the Attendance Coordinator pursuant to EC 48240 shall track patterns of student absence throughout the district and regularly report such information to the County Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or Attendance Coordinator shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

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COVID-19 MITIGATION PLAN**Social Distancing**

Public health officials from the California Department of Public Health (CDPH), CDC, and World Health Organization (WHO) recommend social distancing to help stop or slow the spread of COVID-19. Social distancing requires creating physical space between individuals and minimizing the size and number of gatherings as much as possible. It is generally recommended that space between individuals be at least six feet whenever possible.

In order to maintain a campus environment that allows for social distancing, the PGUSD should assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the PGUSD may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other.
2. Stagger students in areas of high traffic, such as when students are lining up for class, or passing between classes.
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements.
4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries.
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries.
6. Conduct recess and physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment.
7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives. Bus seating arrangements may be established to meet the six-foot social distancing objectives, such as (1) seating one student to a bench on both sides of the bus, skipping every other row, and (2) seating one student to a bench, alternating rows on each side to create a zigzag pattern. Seats that must be left vacant should be marked or blocked.

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

(cf. 5142.2 - Safe Routes to School Program)

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until guidance from state and local health officials indicate that it is safe to resume such activities. The County Superintendent or designee may grant an exception if an activity can be

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arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the County Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

(*cf.* 6145 - *Extracurricular and Cocurricular Activities*)

(*cf.* 6153 - *School-Sponsored Trips*)

Personal Protective Equipment and Hygiene Practices

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the PGUSD should provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The PGUSD should provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

(*cf.* 3510 - *Green School Operations*)

(*cf.* 3514.1 - *Hazardous Substances*)

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

The County Superintendent or designee should ensure that ventilation systems are operating properly and that air flow and ventilation within PGUSD facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

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COVID-19 MITIGATION PLAN**Food Services**

The PGUSD School Nutrition Director should ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

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

For meals that are consumed on school grounds, the PGUSD School Nutrition Director should ensure that students will be able to maintain proper social distancing while eating. In order to do so, the PGUSD Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Due to the changing financial circumstances of many families as a result of COVID-19, the PGUSD School Nutrition Director is expected to regularly provide information to students and parents/guardians regarding the free and reduced-price meal program, eligibility, and how to apply for the program.

(cf. 3553 - Free and Reduced Price Meals)

Staff

Prior to reopening campuses, the PGUSD Superintendent and Director of Human Resources should review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high-risk staff. When feasible for the position, employees may be granted a remote work assignment.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the employees shall be compensated as permitted by law.

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. [EC 44978, 45191; Government Code (GC) 12945.1-12945.2; Labor Code 245-249; 29 United States Code (USC) 2601-2654]

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(cf. 4161.1/4361.1 - *Personal Illness/Injury Leave*)
 (cf. 4261.1 - *Personal Illness/Injury Leave*)

Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: [29 USC 2601]

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis
4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine
5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19
6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

Employees are eligible to be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. [29 USC 2601]

For the purpose specified in item #5 above, eligible employees who have been employed by the PGUSD for at least 30 calendar days shall be granted extended leave for up to 12 work weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the PGUSD shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act (FMLA). [29 USC 2601, 2620]

The PGUSD is required to post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor (DOL) regarding the requirements of 29 USC 2601 and 2620. [29 USC 2601]

Follow-Up with Infected Persons/Contact Tracing

The PGUSD Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The PGUSD Superintendent or designee shall report confirmed cases to local health authorities.

If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact-tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students

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and staff with whom the infected person may have had contact in school.

Nondiscrimination

The County Board prohibits discrimination based on actual or perceived medical condition or disability status. [GC 11135]

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

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff should be informed not to disclose confidential or privileged information, including the medical history or health information of students and staff. [EC 49450]

The Director Human Resources should investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.3 - Nondiscrimination/Harassment)

Community Relations

The PGUSD Superintendent or designee is encouraged to use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding PGUSD operations, school schedules, and steps the PGUSD is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

The PGUSD should continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that PGUSD operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The PGUSD Superintendent or designee should keep informed about resources and services available in the community to assist students and families in need.

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all PGUSD protocols for COVID-19. PGUSD Superintendent and Director of Facilities in coordination with school site principals may consider placing signage around the school advising that visitors and volunteers may be

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required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

(*cf. 1240 - Volunteer Assistance*)

(*cf. 1250 - Visitors/Outsiders*)

Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the PGUSD Superintendent determines consistent with guidance from state and local health officials, that it is safe to resume such activities. The PGUSD Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the PGUSD to minimize the health risks associated with COVID-19.

(*cf. 1330 - Use of School Facilities*)

Potential Reclosure of Campus

The PGUSD Superintendent or designee should monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose school campuses for the protection of students, staff, and the community. The PGUSD Superintendent or designee should develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If any person diagnosed with COVID-19 is known to have been in a PGUSD building(s), the PGUSD Superintendent or designee should immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the PGUSD can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the PGUSD should continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the County Superintendent or designee should cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

*Legal Reference:***EDUCATION CODE**

44978 *Sick leave for certificated employees*

45191 *Leave of absence for illness and injury, classified employees*

48205 *Excused absences*

Pacific Grove Unified School District

Mission and Goals

Board Policy #0470

COVID-19 MITIGATION PLAN

48213 *Prior parent notification of exclusion; exemption*
 48240 *Supervisors of attendance*
 49451 *Exemption from physical exam; exclusion from attendance*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*
 12945.1-12945.2 *California Family Rights Act*

HEALTH AND SAFETY CODE

120230 *Exclusion from attendance*

LABOR CODE

245-249 *Healthy Workplaces, Healthy Families Act of 2014*

CODE OF REGULATIONS, TITLE 2

11087-11098 *California Family Rights Act*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion from attendance*
 306 *Explanation of absence*
 420-421 *Record of verification of absence due to illness and other causes*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended, especially:*
 2601 *Paid sick leave*
 2620 *Public health emergency leave*

UNITED STATES CODE, TITLE 42

1760 *National School Lunch program waivers addressing COVID-19*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 *Family and Medical Leave Act of 1993*

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Updates to Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve changes to Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements in order to align community service hour requirements.

INFORMATION:

Board Policy 6146.1 was not revised previously to reflect changes to the Community Service Hours.

Language has been changed in both Regulations to reflect 48 hours of community service requirements.

Pacific Grove Unified School District

Instruction

Regulation #6142.4

LEARNING THROUGH COMMUNITY SERVICE

Community Service Classes

Students participating in community service classes shall be encouraged to per-form volunteer service in areas which interest them personally.

Students shall have classroom opportunities to discuss the value of their service experiences with their peers.

By providing community service, students experience learning activities outside the classroom which are invaluable, such as helping others without expecting pay, learning about people who may be less fortunate than they, helping make our community function. It is also important from a public relations point of view for adults in the community to be able to see our students as helpful and caring human beings.

Supervision

School staff shall monitor the attendance of students at designated community service sites and shall maintain attendance records. Staff shall also visit these sites regularly to observe the students and help them solve service-related problems.

Community Service Requirements:

Pacific Grove Middle School: All 8th grade students are expected to complete 16 or more hours of community service. Students in grades 6 and 7 may earn eight of these hours. All work must be done outside of the regular school day. Community Service hours must be approved by the Counselor.

Pacific Grove High School: All students will complete ~~24~~⁴⁸ hours of community service to receive a diploma. All community service hours must be approved by the assistant principal. Forms noting completion of Community Service hours must be on file with the school office by the beginning of the first graduation rehearsal in order to participate in the graduation ceremony and receive a diploma.

Community Service Procedures:

Community Service hours are acceptable as long as they are earned at a non-profit agency. (Note: hours may be granted for student assisting older citizens with yard work, etc.)

Examples of non-profit agencies are as follows:

Meals on Wheels

Reference: EC 35160, 35160.1, 51210, 51220, 51745;

Adopted: November 15, 2001

Revised: November 12, 2020

US COD, TITLE 42 12501-12682;

All Rights Reserved by PGUSD.

CSBA: 2/95

Pacific Grove Unified School District

Instruction

Regulation #6142.4

Big Sur Marathon
 SHARP Program
 Pacific Grove Library Children's Program

City of Pacific Grove events (Feast of Lanterns, Good Old Days, etc.)
 Helping work at the snack bar at the Youth Center
 Working in the concession stands at Pony League games
 Organized Coastal Cleanups

All community service hours must be earned outside of school hours. People supervising the students verify the service hours by signing a community service form and the school supervisor will log the time. Parents on occasion verify hours, if they are supervising the event (as the Butterfly Bazaar, etc.)

In case of illness, the student shall inform both the community agency.

The community agency or school staff may terminate any student's volunteer placement if the student's conduct is unsatisfactory.

Transportation to the community service site shall be the student's responsibility except for cases in which the law requires the district to provide transportation.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school Districts

51210 Areas of study, grades 1 to 6

51220 Areas of study, grades 7 to 12

51745 Independent study

UNITED STATES CODE, TITLE 42

12407 National and Community Service Trust Act of 1993

Steirer et al v. Bethlehem Area School District, 3rd Cir. 1993 789 F.Supp. 1337 (E.D. Pa 1992) 987 F.2d 989

Ed Code 35160, 35160.1, 51210, 51220, 51745, United States Code, Title 42

CSBA Date – 2/95

Reference: EC 35160, 35160.1, 51210, 51220, 51745;

Adopted: November 15, 2001

Revised: November 12, 2020

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Pacific Grove Unified School District

Instruction

Regulation #6142.4

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School staff shall monitor the attendance of students at designated community service sites and shall maintain attendance records. Staff shall also visit these sites regularly to observe the students and help them solve service-related problems.

Community Service Requirements:

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Pacific Grove High School: All students will complete 48 hours of community service to receive a diploma. All community service hours must be approved by the assistant principal. Forms noting completion of Community Service hours must be on file with the school office by the beginning of the first graduation rehearsal in order to participate in the graduation ceremony and receive a diploma.

Community Service Procedures:

Community Service hours are acceptable as long as they are earned at a non-profit agency. (Note: hours may be granted for student assisting older citizens with yard work, etc.)

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Pacific Grove Unified School District

Instruction

Regulation #6142.4

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US COD, TITLE 42 12501-12682;

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CSBA: 2/95

Pacific Grove Unified School District

Instruction

Regulation 6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified: (Education Code [51225.3](#))

1. Four courses in English – 40 credits
2. Two courses in mathematics - 20 credits (minimum of Algebra I and one additional course)
3. Two courses in science, including biological and physical sciences - 20 credits
4. Four courses in social studies, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics - 40 credits
5. One course in visual or performing arts, foreign language or American Sign Language - 10 credits
6. Two courses in physical education, unless the student has been exempted pursuant to Education Code [51241](#) - 20 credits
7. Vocational Education - 5 credits
8. Driver's Ed/Health/Computers - 10 credits
9. Community Service - ~~24~~48 hours
10. Electives - 65 credits

TOTAL CREDITS 230

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (Education Code 51225.3)

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation. (Education Code 51411)

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students who complete all requirements for a high school diploma and demonstrate mastery of the curriculum in at least six subject matter areas may qualify for an honors diploma. (Education Code 51450, 51451)

The Golden State Seal Merit Diploma shall be issued to eligible students who demonstrate mastery of mathematics, English language arts, science, United States history and two subject matter areas selected by the student. (Education Code 51450, 51451)

Notifications

At the beginning of each school year or at the time a student transfers into the District, the Board shall provide written notification to all students in grades 9 through 12 and to their parents/guardians that, starting in the 2003-04 school year and each year thereafter, each student completing the 12th grade shall be required to successfully pass the state high school exit examination as a condition of graduation.

Pacific Grove Unified School District

Instruction

Regulation 6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences of not passing the examination. (Education Code 48980, 60850)

If a student successfully completes all courses for graduation, but does not pass the high school exit examination, that student shall be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12 (Education Code § 35186). If successful in completing the high school exit examination within those two years, the student will receive a District diploma.

HIGH SCHOOL GRADUATION REQUIREMENTS

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified: (Education Code [51225.3](#))

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4. Four courses in social studies, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics - 40 credits
5. One course in visual or performing arts, foreign language or American Sign Language - 10 credits
6. Two courses in physical education, unless the student has been exempted pursuant to Education Code [51241](#) - 20 credits
7. Vocational Education - 5 credits
8. Driver's Ed/Health/Computers - 10 credits
9. Community Service - 48 hours
10. Electives - 65 credits

TOTAL CREDITS 230

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (Education Code [51225.3](#))

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation. (Education Code [51411](#))

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At the beginning of each school year or at the time a student transfers into the District, the Board shall provide written notification to all students in grades 9 through 12 and to their parents/guardians that, starting in the 2003-04 school year and each year thereafter, each student completing the 12th grade shall be required to successfully pass the state high school exit examination as a condition of graduation.

Pacific Grove Unified School District

Instruction

Regulation 6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences of not passing the examination. (Education Code 48980, 60850)

If a student successfully completes all courses for graduation, but does not pass the high school exit examination, that student shall be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12 (Education Code § 35186). If successful in completing the high school exit examination within those two years, the student will receive a District diploma.

- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

SUBJECT: Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove High School and Community High School

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School and Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 48 total hours for graduation for Pacific Grove High School and Community High School for graduating seniors in the Class of 2021, as well as reduce and prorate the community service requirements for the 9th, 10th and 11th graders to 36 community service hours.

BACKGROUND:

We currently have 50 seniors at Pacific Grove High School and nine seniors at Pacific Grove Community High School with less than 48 hours for community service in order to graduate. Of the seniors at both high schools, 29 students have less than half the community service hours required for graduation.

INFORMATION:

Given the current situation with the COVID-19 pandemic and guidelines around social distancing, as well as the closure of many non-essential institutions, it is the opinion of the Pacific Grove High School and Community High School administration that it would be negligent in requiring these students to complete their community service hours in order to graduate from Pacific Grove High and Community High School. Adhering to hold harmless practices, and the shelter in place orders, we strongly believe that we should waive the requirements for the current graduating 12th grade class of 2021. Additionally, it is the opinion of Pacific Grove High School and Community High School administration that we prorate the community service hours for this year's 9th, 10th and 11th grade students. We recommend that the graduation requirement for these students be set at 36 community service hours.

FISCAL IMPACT:

None.

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove Middle School

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 16 hours for promotion for 8th grade Pacific Grove Middle School students promoting to high school in the fall of 2021, as well as reduce and prorate the community service requirements for the current 6th, and 7th grade students to 12 hours of community service for promotion.

BACKGROUND:

We currently have multiple 8th graders at Pacific Grove Middle School having not yet completed the full 16 hours for community service in order to promote. Of these, all completed roughly half of the service requirement prior to the shelter in place order. Additionally, our 7th and 6th grade classes have not had the opportunity to accumulate their community service hours.

INFORMATION:

Given the current situation with the COVID-19 pandemic and guidelines around social distancing, as well as the closure of many non-essential institutions, it is the opinion of the Pacific Grove Middle School administration that it would be negligent in requiring these students to complete their community service hours in order to promote to Pacific Grove High School in the fall of 2021. Adhering to hold harmless practices, and the shelter in place orders, we strongly believe that we should waive the requirements for the current promoting 8th grade class of 2021. Additionally, it is the opinion of Pacific Grove Middle School administration that we prorate the community service hours for this year's 6th and 7th grade students. We recommend that the promotion requirement for 6th and 7th grade students be set at 12 community service hours.

FISCAL IMPACT:

None.

- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

SUBJECT: Pacific Grove High School Athletics Conditioning

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Lito M. Garcia, Pacific Grove High School and Pacific Grove Community High School Principal;
Lauralea Gaona, Pacific Grove High School Athletic Director

RECOMMENDATION:

The Pacific Grove High School Administration recommends the Board review and approve the request for athletic conditioning to begin November 16, 2020, at Pacific Grove High School.

BACKGROUND:

Physical conditioning is allowed under the guidelines outlined by the California Department of Health. California Interscholastic Federation (CIF) has set Season One to begin December 14, 2020, for the following sports: Cheer, Cross Country, Football, Volleyball, and Water Polo.

INFORMATION:

Under the guidelines outlined by the California Department of Health, Pacific Grove High School Athletics is requesting the PGUSD Board of Education approve the plan presented by PGHS Administration and the Athletics Department to provide an opportunity for student-athletes to voluntarily begin physical conditioning starting on November 16, 2020. Physical conditioning will be limited to student-athletes participating in Season One sports. Season one is scheduled to begin on December 14, 2020. In order to reduce the possibility of injury, it is important that student-athletes begin preparation for the sport each student-athletes will participate in. PGHS Athletics will follow all required health precautions, e.g. masks for all coaches and athletes, maintain six feet distance, health screening, no contact, no equipment use, no sharing of items.

FISCAL IMPACT:

None.

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: National Association of State Procurement Officials (NASPO) Value Point Master Price Agreement for Computer Equipment, Peripherals, And Related Services

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Jonathan Mejia, Technology Systems Coordinator

RECOMMENDATION:

The District Administration recommends that the Board review and approve the National Association of State Procurement Officials (Naspo) Value Point Master Price Agreement for computer equipment, peripherals, and related services.

BACKGROUND:

On the May 7th Board Meeting, the PGUSD School Board approved to purchase a replacement of the Chromebook fleet through Dell Direct. Although the NASPO master agreement is referenced on the quote the Board received, the actual NASPO Contract was not included in the documentation. As a result, the administration is now submitting a copy of the NASPO Master Contract for Board's review and approval.

INFORMATION:

NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states and the purchasing power of their public entities, NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts – offering public entities outstanding prices.

The process of joining a public cooperative contracting is commonly known as “piggybacking”.

Legal Counsel has reviewed these documents.

FISCAL IMPACT:

There is no fiscal impact for adopting the NASPO Agreement.

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
 Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003
 DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 1 – Desktop
 Band 2 – Laptop
 Band 3 – Tablet
 Band 4 – Server
 Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
 Department of General Services, Procurement Division
 Attention: Multiple Awards Program
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	<u>Amanda_Hudson@Dell.com</u>
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	<u>Julie.Matthews@dgs.ca.gov</u>
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Addendum No. 7-15-70-34-003
Dell Marketing, L.P.

Participating State:
STATE OF CALIFORNIA

By: CCB for JB
Name: Jim Butler
Title: Deputy Director
Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy
Name: Amy Ivy
Title: Contracts Manager
Date: 9/30/15

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.


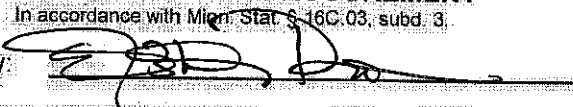
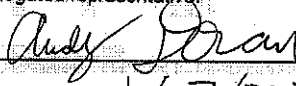
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature <u>Bodie Robbins</u> Printed Name Title: <u>Sr. Contract Manager</u> Date: <u>12/19/19</u></p> <p>By: _____ Signature Printed Name: _____ Title: _____ Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u> Date: <u>1.27.2020</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u></u> Date: <u>1/27/2020</u></p>
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AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u><i>D. Wigington</i></u> <small>Signature</small> <u>Diane Wigington</u> <small>Printed Name</small></p> <p>Title: <u>Contracts Program Manager</u></p> <p>Date: <u>02/14/2017</u></p> <p>By: _____ <small>Signature</small></p> <p>_____ <small>Printed Name</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u><i>Andy Doran</i></u> <small>Signature</small></p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>2/15/17</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u><i>Laura J. Jammett</i></u> <small>Signature</small></p> <p>Date: <u>2/16/2017</u></p>
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COMPUTER EQUIPMENT
2014-2020
 Updated 04/01/2017



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
<p>IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.</p>		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W/ Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
<p>Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information, see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties</p>		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day; On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R, Z, Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



STATE OF MINNESOTA
Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P. One Dell Way Mailstop 8707 Round Rock, TX 78682	CONTRACT NO: MNWNC-108
Contract Vendor Administrator: Diane Wigington Email: Diane.Wigington@dell.com Phone: (512) 728-4805	CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later
THROUGH	March 31, 2017
EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G Miller

Stephanie G. Miller
Printed Name

Title: Contract Manager / Senior Manager

Date: 16 February 2015

By: _____

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Jae Kane

Title: Master Agreement Administrator

Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed

Date: _____

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.
- a. Software**
1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
 2. Software is an option which must be related to the procurement of equipment.
 3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
 4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
- b. Services**
1. Services must be related to the procurement of equipment.
 2. Service limits will be addressed by each State.
 3. Wireless phone and internet service is not allowed.
 4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
 5. Managed Print Services are not allowed.
- c. Third Party Products.**
1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
- d. Additional Product/Services**
1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
 2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
 3. Cellular Phone Equipment is not allowed.
 4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.
6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

- 1. ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. CONFLICT OF TERMS/ORDER OF PRECEDENCE:

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
- 4. AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

- 5. CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

- 6. COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
- 7. MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

- 8. DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

- 9. DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator; the Materials Management Division (MMD) Assistant Director, and the MMD Director.

- 10. ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

- 11. ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

- 12. IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.
- 13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

- 14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
 112 Administration Bldg.
 50 Sherburne Avenue
 St. Paul, MN 55155
 651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
- A Participating Entity's Participating Addendum ("PA");
 - Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - The Solicitation including all addendums; and
 - Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
7.1 Confidentiality. The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 10. DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
- 11. FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 12. GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 13. INDEMNIFICATION. DELETED SEE SECTION 2C17.**
- 14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.**
- 15. INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
- 16. INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
- 17. INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
 - c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. **Notwithstanding the above,** the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. LIMITATION OF LIABILITY. NEGOTIATED.

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 34. SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "**Service Agreements**" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

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.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

- 10. CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
- 11. COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
- 12. EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
- 13. FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
- 14. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.
- The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
- 15. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 16. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder; including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- a. reject any and all responses received;
 - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/sla/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
BAND 1 DESKTOP	DELL CATEGORY	MINIMUM DISCOUNT
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	A	13.5%
BAND 4 SERVER	H	4%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	M	5.5%
Selected Third Party Printers	X	5%
	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WCSA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
 BASELINE PRICE LIST: _____
 LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WCSA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
- Quarterly Self Audit NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
Check this box to verify the Quarterly Self Audit has been completed
- Third Party Product Addition Provide warranty Guarantee
- Marketing Approval Attach Materials for review
- Material Website Change Describe and provide link for review
- Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____
Title of Requester: _____



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Agreement with Monterey County Office of Education Regarding Electronic Distribution of Direct Deposit Pay Advices

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Song Chin Bendib, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board approve the agreement with the Monterey County Office of Education (MCOE) regarding electronic distribution of direct deposit pay advices.

BACKGROUND:

For years, employees in the Pacific Grove Unified School District have the option of receiving their paycheck in printed forms or have their paychecks automatically deposited into their checking or savings accounts. Employees who have automatic deposits will receive their pay stubs in printed copies.

Now, the District is electing to implement paperless automatic deposits. The District financial system, ESCAPE, has the option for employees to receive their pay advices, commonly known as “pay stubs”, electronically.

By reducing the paper volume, MCOE and all organizations that share in the data processing costs will save money on the paper stock, printer maintenance, and specialized folding machine upkeep. Pacific Grove USD will also realize personnel time and costs such as postage (due to covid 19). Employees will benefit from improvements to their direct access and ability to electronically receive their payroll advices.

INFORMATION:

By entering this agreement with MCOE, MCOE will facilitate the delivery of electronic pay advices for all employees enrolled in direct deposit by enabling the “email ACH advice” function in ESCAPE. Employees will receive their pay advices electronically via a valid and current personal email address. Pay advices will be delivered in PDF format using a secure password-protected PDF. To view or print the PDF, employees will be asked to input a password, which is the employee’s ESCAPE employee ID number.

The District will provide the employee’s work email as an alternative or backup in case the personal/private email has not been updated.

FISCAL IMPACT:

Estimated savings in postage at approximately \$2,000 per year plus personnel time and data processing costs in partnership with MCOE.

ATTACHMENT A (TO BE SIGNED AND RETURNED TO MCOE)-Agreement Regarding Electronic Distribution of Direct Deposit Pay Advices

**AGREEMENT REGARDING ELECTRONIC DISTRIBUTION
OF DIRECT DEPOSIT PAY ADVICES**

This Agreement Regarding Electronic Distribution of Direct Deposit Pay Advices ("Agreement") is entered into this 12th day of November, 2020 ("Effective Date"), by and between Pacific Grove Unified School District ("PG USD") and the Monterey County Office of Education ("MCOE"), together referred to as "Parties" and singularly as "Party."

RECITALS

- A. WHEREAS, MCOE processes pay warrants for local educational agencies in Monterey County, including PG USD; and
- B. WHEREAS, PG USD's employees may elect to receive their paychecks electronically through Direct Deposit; and
- C. WHEREAS, MCOE currently provides printed pay advices (commonly referred to as "pay stubs" or "wage statements") to PG USD's employees who have elected to receive their payroll by direct deposit; and
- D. WHEREAS, the Parties wish to enter into an agreement whereby PG USD employees who receive their paychecks by direct deposit will receive their pay advices electronically.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. **PG USD General Responsibilities.** PG USD may provide to its current and future employees an authorization for enrollment in payroll direct deposit and paperless pay advices (the "Employee Authorization"). PG USD shall collect and maintain a signed Employee Authorization from all employees who wish to receive their paychecks by direct deposit.

PG USD shall ensure, on an ongoing basis, that the information in the Escape financial and personnel system ("Escape") for each employee who is enrolled in direct deposit and who will receive their pay advices electronically includes a valid and current email address in the "personal email address" field, or the "work email address" field as an alternative at PG USD discretion; provided, however, that PG USD may request that MCOE perform a one-time import of employee email addresses into the "personal email address" (or "work email address" at PG USD discretion) field in Escape at no charge to PG USD.

2. **MCOE General Responsibilities.** MCOE shall facilitate the delivery of electronic pay advices for all employees enrolled in direct deposit by enabling the "Email ACH Advice" function in Escape. Upon request by PG USD, MCOE shall perform a one-time import of employee data into the "personal email address" (or "work email address" at PG USD discretion) field in Escape at no charge to PG USD. MCOE shall provide to PG USD printed pay advices for all PG USD employees who are not enrolled in direct deposit and for any PG USD employees enrolled in direct deposit who are set up in Escape by PG USD to receive electronic pay advices in the normal course of business.

3. **Waiver and Release of Claims.** PG USD, including its governing board, its officers and officials, (collectively the "PG USD Parties"), hereby releases, waives, discharges, covenants not to sue, holds harmless, and agrees to indemnify and defend MCOE, its officers, officials, agents, employees, consultants, and volunteers (collectively the "MCOE Parties"), for any and all claims, causes of action, injury, theft, loss, damage to tangible or intangible personal property, or associated attorney's fees and costs (collectively referred to herein as "Claims"), arising out of the unauthorized access of personal and/or financial information of any PG USD Party or PG USD employee ("Payroll Data"), or out of identity theft, or any other damages whatsoever, whether arising out of or in any way related to MCOE's or MCOE Parties' control, use, formatting, and/or distribution of such Payroll Data, included within or accessible with the aid of, the electronically transmitted employee information.

ATTACHMENT A (TO BE SIGNED AND RETURNED TO MCOE)-Agreement Regarding Electronic Distribution of Direct Deposit Pay Advices

and/or data transmitted in connection with this Agreement, including through the negligence, intentional acts, and/or willful misconduct of MCOE or MCOE Parties. This Agreement applies to any and all actions related to the request for, receipt of, holding of, and distribution of, the Payroll Data transmitted electronically in connection with this Agreement.

4. Assumption of Risk. PG USD and PG USD Parties acknowledge and shall make aware to all employees electing to receive employee financial information electronically, that the electronic receipt of such employee information is undertaken with full assumption of all risks associated therewith. In addition, PG USD and PG USD Parties freely and voluntarily assume all risks, known and unknown, even if arising from the negligence, intentional acts, and/or willful misconduct of MCOE or MCOE Parties.

PG USD AND PG USD PARTIES HAVE CAREFULLY READ THE FOREGOING REPG USDSE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ENTITLED "AGREEMENT REGARDING ELECTRONIC DISTRIBUTION OF AUTOMATIC PAYROLL DEPOSIT PAY ADVICES," FULLY UNDERSTAND ITS TERMS AND CONTENTS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND AGREE TO BE LEGALLY BOUND BY IT.

The PG USD signatory below represents and warrants that he or she has been authorized by his or her governing board to enter into this Agreement.

_____ DATE: _____
Authorized District Representative

Print Name:

Title: _____

MONTEREY COUNTY OFFICE OF EDUCATION:

_____ DATE: _____
Colleen Stanley
Associate Superintendent, Finance and Business

- Consent
 Information/Discussion
 Action/Discussion
 Public Hearing

SUBJECT: Contract for the Audit of the District Financial Statements and Performance Audit of the Bond Fund

DATE: November 12, 2020

PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve the attached contract for services with the audit firm of Eide Bailly LLP.

BACKGROUND:

Each year, school districts are required to have their financial statements reviewed by an independent audit firm, who then expresses an opinion as to whether the financial statements are presented in conformity with generally accepted accounting principles (GAAP). The selection of the Auditor must be approved by our local Board prior to April 1 of each year, and the County Office of Education must be notified.

Since this contract is for fiscal years 2020-21, 2021-22 and 2022-23, the Business Office was ahead of schedule in securing an audit firm for the future audit years.

INFORMATION:

On September 29, 2020, the Business Services Department issued a Request for Proposals (RFP) for sealed proposals for the award of independent audit services for the years ending June 30, 2021, June 30, 2022 and June 30, 2023.

The deadline was October 23 and review of the audit proposals occurred during the period of October 26 through 30, 2020. Award of the contract was set for November 12, 2020.

Three sealed RFPs were received, and they are as follows:

- CLA (CliftonLarsonAllen, LLP)
- Christy White, Inc
- Eide Bailly LLP

The evaluation of the proposals consisted of the following components: a review and analysis of the written proposal, previous experience, the fee schedule, and a reference check.

All three audit firms have qualified employees on their audit teams and have extensive experience in performing audits on school districts.

The fee structure by each of the PRPs is as follows:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
CLA	\$61,700	\$63,275	\$64,850
-	The proposal is all-inclusive, meaning travel has been included in the cost proposals; proposal did not mention Bond Performance Audit		
Christy White, Inc	\$35,000	\$35,682	\$36,378
-	The costs are for audits conducted remotely and including Bond Performance Audit; <i>travel will be additional based on actual and necessary costs</i>		
-	These costs include a courtesy discount of \$3,120 annually		
Eide Bailly, LLP	\$38,920	\$38,920	\$38,920
-	The audit fees are inclusive of all out-of-pocket expenses and PG USD will not be billed for expenses such as travel time, mileage, and meals		
-	Fees include Bond Performance Audit of \$4,500 per year		

Staff recommends that the Board approve the contract with Eide Bailly, LLC for fiscal years 2020-21, 2021-22 and 2022-23. The District can choose to renew for another three years.

Even though Christy White, Inc proposed costs show a lower amount but factor in travel, meals and mileage, the costs could be higher than Eide Bailly's. Additionally, pricing is not the only factor in selecting a professional service contract, previous experience is critical. The District has been working with Eide Bailly, LLP (the company merged with Vavrinek, Trine, Day/VTD) for many years and the audit team is familiar with the operations of the District.

Lastly, Eide Bailly, LLP has not increased their annual audit fee for a number of years.

FISCAL IMPACT:

Contract cost as listed for financial audit from the General Fund at \$34,420, and \$4,500 from the Education Technology Bond, Fund 21 for the bond financial and performance audit.



INSPIRED BY A CONFIDENT FUTURE



September 30, 2020

Proposal for Audit Services

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Submitted By:

Eide Bailly LLP
Bill Williams, CPA
Partner



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Executive Summary

WE WANT TO WORK WITH YOU.

Thank you for giving Eide Bailly LLP the opportunity to propose on audit services for Pacific Grove Unified School District (“the District”). We are confident the District will benefit from working with Eide Bailly. We’ve served the government industry for more than 50 years and work with more than 900 government clients throughout the nation, including more than 300 school districts. We have gained focused expertise regarding school districts and will provide insightful advice that aids in managing the finances of the District.

▶▶▶▶ **School District Experience.** We understand schools face a myriad of challenges, especially in these difficult economic times. School districts of all sizes face increasing demands for accountability, while coping with decreasing revenue sources. Districts in many areas are struggling to maintain quality programs and services while becoming increasingly vulnerable to state spending reductions. Other districts are continually planning and restructuring as student demographics fluctuate. Whatever challenges the District faces, our governmental team will listen to your needs in order to gain a better understanding. This, in turn, will help you respond, adapt and operate more efficiently.

▶▶▶▶ **Knowledgeable Team.** The choice of an audit firm should be primarily based upon staff expertise and quality of service. We have an extremely low percentage of employee turnover, providing consistency over engagements. ***Our Fresno audit team consists of 13 members, excluding the two partners. Nine members of our team have from 9 to 18 years of school auditing experience. The remaining four members have from 3 to 5 years of school auditing experience. This sets Eide Bailly apart.***

▶▶▶▶ **Statement of Validity.** This proposal is a firm and irrevocable offer for a period of no less than 60 days following the scheduled date set of the opening of proposals. Bill Williams is authorized to sign this proposal response to the District’s RFP for Financial Auditing Services, on behalf of Eide Bailly. We have read and accept the terms and conditions as presented in the issued RFP.

We Want to Work with You

The following pages highlight our firm’s strengths and demonstrate why Eide Bailly merits serious consideration. Know that you will be a highly valued client. Please contact me at if you would like to discuss any aspect of this proposal.

Sincerely,



Bill Williams, Partner
559.558.4112 | bcwilliams@eidebailly.com

1 EXPERIENCE

Our experienced professionals are committed to the industries we serve. We focus on training, and we like to think of ourselves as thought leaders.

2 PEOPLE

We’re a team of collaborators and innovators. Our culture is the heart of our firm, and we’re always working together to do things differently and better.

3 COMMUNICATIONS

Open, honest, frequent communication ensures that you’re not in for any surprises. We’ll stay in touch throughout the year so you feel understood, connected and confident.

4 CORPORATE RESPONSIBILITY

We consider ourselves good corporate citizens—caring for our people, giving back to our communities, and taking care of our environment.

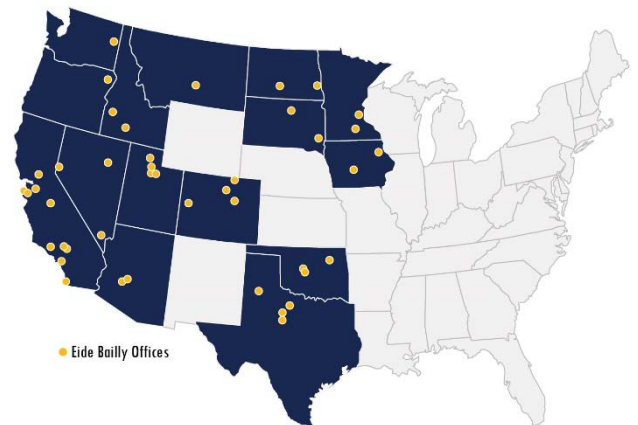
STANDING OUT FROM THE CROWD



Description of the Firm

With more than 100 years of service, your experience will be different than working with other CPA firms. Our professionals deliver industry and subject matter expertise resourcefully, ensuring that we're providing guidance that directly reflects your needs.

Eide Bailly is a Top 25 CPA firm in the nation with offices in 15 states. Our clients benefit from local, personal service and, at the same time, enjoy access to 2,500 professionals with diverse skill sets and experiences.



We pride ourselves on being leaders in the industries we serve, offering valuable perspectives beyond our core strength of accounting and tax compliance. We're here to help guide the strategy and operations of your organization, and we aim to make sure our clients feel connected and understand the process.

Our people are optimistic and good-natured—we know you'll enjoy working with us as much as we enjoy working with each other. Our service style is hands-on, and we're always looking for new ways to solve your problems or help you embrace opportunities.

Our Promise to Clients

Our work with clients is more than an engagement. It's a relationship, built on value and trust—and results. When working with Eide Bailly, you will:

- Work with professionals who truly care about your business and will take the time to get to know you and your organization.
- Gain insight from our industry and service specialists to accomplish your objectives, address challenges and leverage new opportunities.
- Make better business decisions knowing you are guided by trusted advisors who care about your success.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Description of the Firm

General Organizational Structure of the Firm

Eide Bailly is a Limited Liability Partnership, with 2,500 staff and 330 partners. The firm is led by:

Firm Structure

Firm Management	
Dave Stende, CPA	Managing Partner/CEO
Mike Astrup, CPA	Partner/Chief Administrative Officer
James Lyons, CPA	Strategic Growth Officer and Partner
Ross Manson	Chief Practice Officer Strategy and Industries
Andy Spillum, CPA	Chief Practice Officer and Partner
Barb Aasen, CPA	Chief Practice Officer and Partner
Tom Goekeler, CPA	Chief Practice Officer and Partner
Scott Kost	Chief Practice Officer Consulting Services and Principal
Brian Bluhm, CPA	Chief Quality Officer
Board Management	
Jeremy Hauk, CPA	Board Chair and Partner
Brian Callahan, CPA	Board Vice Chair and Partner
Tom Ritchie, CPA	Partner
Darrell Lingle, CPA	Partner
Ben Ellingson, CPA	Partner
Jodi Daugherty, CPA	Partner
Tax and Audit Leadership	
Jeremy Hauk, CPA	Partner-in-Charge of Tax Services
Scot Phillips, CPA	Partner-in-Charge of Audit and Assurance

Description of Firm

Vavrinek, Trine, Day, & Co., LLP

We are pleased to announce that Vavrinek, Trine, Day & Co. LLP (VTD) is now Eide Bailly. With 11 offices throughout California, as part of Eide Bailly, our geographic reach extends to 15 states west of the Mississippi and our staff count grows to approximately 2,500.



A significant percentage of VTD's current practice is devoted to the governmental sector.

VTD provides governmental auditing and specialized accounting services to over 300 governmental agencies, and proudly provides audit services to more than 300 local educational agencies including elementary, high school, and K-12 unified districts throughout California, more than any other provider of these services in the state. The District will have access to these professionals, as well as the entire Eide Bailly Governmental Services Group. VTD has devoted a substantial amount of time and resources to developing their governmental practice specifically as it relates to K-12 school districts. Clients are provided with a high quality audit that is both efficient and timely. Their expertise in this industry has positioned them to be a leading provider of audit services to K-12 school districts throughout California.

VTD's key industries include, but are not limited to, school districts, higher education, large municipal and regional governments, financial institutions, manufacturing, retail enterprises, and nonprofit corporations.

Understanding of Professional Services Requested

Based on our conversations, we understand your needs as outlined below:

- Comprehensive financial and compliance audit services of the General, other funds, as required by the State of California.
- Comprehensive financial and compliance audit s required under the Federal Single Audit Act.
- Comprehensive audit for all state funded construction projects as required by Education Code §41024.

Commitment to the District

We welcome the opportunity to be your professional services firm and commit to providing the services listed above. In addition, we will:

- Provide ongoing help for questions, concerns and problems that arise whether they are anticipated or unexpected.
- Provide **Bill Williams** as your specific client service contact who will coordinate your service team and provide managers and staff to assist management with informed and accurate solutions.
- Provide experienced professionals who possess the depth and expertise to handle significant or complicated issues.

When you work with Eide Bailly, your experience will be different than working with other CPA firms. Our professionals are thought leaders who strive to become your trusted business advisors by delivering insightful advice and industry knowledge.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Description of Firm

Firm Quality Control

Eide Bailly has registered with the Public Company Accounting Oversight Board. This Board will oversee the public company audit practices for accounting firms in the United States and will be responsible for the inspection of that portion of a firm's audit practice. Our firm is a member of both the Center for Public Company Audit Firms (formerly SEC Practice Section) and the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA).

These memberships require strict adherence to established technical and behavioral standards. Compliance is regulated through member participation in an extensive peer review program. The objective of the Independence, Integrity and Objectivity element of a system of quality control is to provide the firm with reasonable assurance that personnel maintain independence in fact and in appearance in all required circumstances, perform all professional responsibilities with integrity and maintain objectivity in discharging professional responsibilities. The implementation of the elements of quality for our audit and accounting practice, in accordance with AICPA's *Statements on Quality Control Standards*, is adhered to by all Eide Bailly personnel and is described in the Eide Bailly Quality Control Document. This internal document guides the system of quality control, which is a process to provide the firm with reasonable assurance that personnel comply with applicable professional standards, including independence, integrity and objectivity.

Peer Review

Eide Bailly is a member of the American Institute of Certified Public Accountants Private Companies Practice Section (PCPS), Center for Public Company Audit Firms (CPCAF) and Governmental Audit Quality Center (GAQC). Our membership with the AICPA requires a third-party peer review of our audit and accounting practice every three years. A copy of our firm's most recent peer review is included in **Appendix A** of this technical proposal. The quality review included several governmental engagements. There were no material issues raised in the most recent quality control review or by government or professional authorities. The review was given a rating of '**Pass**'.

Confidentiality

Confidentiality of your information is of utmost importance to us. This includes the guidance of quality control as it pertains to confidentiality and the relevant care and use of client information and documents. We use a file check out system and computer passwords to help ensure confidentiality.

As part of our quality control system, on an annual basis, each professional is required to complete an independence questionnaire to determine any potential conflicts with any of our clients. Biannually each professional must attend a four-hour training session on the profession's independence standards. We also require that all professionals provide statements of their independence, or potential conflicts of interests, with clients. We are pleased to report that we are aware of no conflict of interest or other situations that would impair our independence with Pacific Grove Unified School District. Should Eide Bailly enter into any professional relationships deemed relevant during the course of this engagement, we will notify you in writing of such relationship.

Description of Firm

Engagement Quality Control

To provide a consistent quality engagement for our clients, an Engagement Quality Review (EQR) Partner is assigned to every audit completed by Eide Bailly. Our national assurance office assigns the EQR, based on their relevant experience.

Supervisory Review and Quality Control Procedures

All of our documents have levels of review. The various levels are determined by our risk assessment during the planning stages of the audit. Typically, a review will include the following:

- **Seniors** will review all work performed by staff.
- **Managers** will review work performed by seniors as well as review key significant areas that were prepared by staff and reviewed by the senior. Some of these areas include cash, accounts receivable, investments, capital assets, long term debt, other liabilities, net position classification and single audits.
- **Partners** will review areas that are deemed high from a risk perspective as well as the single audit.
- **Technical reviewer** will review the report for proper and technical aspects making sure everything is reported properly. As a firm, we require all single audits and first year engagement to be reviewed by another partner with specific industry experience relevant to the client.

Training for Staff

The government industry is the largest served by Eide Bailly. This extensive involvement means that our National Assurance Office (quality control office) includes dedicated governmental staff. Further, the Office issues periodic communications to our clients on standards updates, generates training materials, and provides sample disclosures. The group regularly researches and consults on technical issues and recording of transactions with the intent of ensuring accuracy from beginning to end of the engagement. The group also provides independent quality control reviews.

Additionally, Eide Bailly's governmental group regularly provides clients with information to help them best do their jobs. This information has taken the form of:

- Webcasts / Videoconferences on new accounting issues including conferences on GASB Statements.
- Newsletters on new accounting issues.
- Updates from the GASB: Partner Eric Berman attends GASB meetings and reports back to the industry group and our clients about discussions and decisions.
- Research Databases: Our clients enjoy indirect access to our research databases (Accounting Research Manager, RIA Checkpoint) that allow us to research issues and provide answers to our clients.
- Firmwide Resources: Our governmental group spans across the firm, which means we have experienced staff working on clients similar to the District in our other locations. These staff are able to provide insight tied to observations and experiences with other, similarly-situated clients.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Description of the Firm

Governmental Services Group

The firm has 275 full-time professionals who participate in our Governmental Services Group. These professionals share information, learn from others and stay up-to-date on industry developments. To gain the greatest benefit, the knowledge is shared with professionals across the firm.

Independence

Eide Bailly is independent of Pacific Grove Unified School District as defined by the generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*. Within the past five years, the firm has not had any relationships involving the District.

Should Eide Bailly enter into any professional relationships deemed relevant during the course of this engagement, we will notify you in writing of such relationship.

Local Office and Primary Contact

The service team for the District will be from our Fresno office, with additional assistance from other offices as needed.

Eide Bailly LLP

Bill Williams, Partner
6051 N. Fresno St., Ste. 101
Fresno, CA 93710-5280
T 559.558.4112 F 559.248.0875

All service team members are full-time employees assigned to your engagement. We do not anticipate using any professional staff on a part-time basis.

Our proposed time schedule allows us to assign a team to the District with experience in working with similar clients, including other school districts, leading to numerous audit efficiencies.

Upon appointment as your auditor, we will discuss with you to determine what your preferences are and what will work with you to ensure our plan meets your needs and expectations.

Licensed to Practice

Eide Bailly and each of the professional staff assigned to the District are properly registered and licensed to practice in California.

Firm Registrations:

California Secretary of State Registration Number – 201 997 098 003
California Board of Accountancy Permit Number – 5973

All assigned key professional staff have complied with governmental qualification standards, including governmental continuing education requirements.

Team Certifications	State	Certificate Number
Bill Williams	California	79781



**A TEAM YOU
CAN TRUST**

Team Qualifications

AN EXPERIENCED TEAM

We're passionate about our work—and your success. We have selected professionals for your service team who are the right fit for your engagement, based on their knowledge and experience in the governmental industry.

Bill Williams will lead the engagement team and serve as the Audit Engagement Partner. If awarded the engagements, your audit in-charge and Engagement Partner will serve as your primary contacts. Additional resources will support the project team as necessary.

Because we are committed to the education industry, we provide our professionals, as well as our clients, with specific, ongoing training related to governmental issues. This investment ensures not only our people, but the public sector in general stays current on the unique challenges and opportunities that are present so that as many people as possible are in the best position to address these issues.

Senior Associates and Staff Members

Our Fresno audit team consists of thirteen members, excluding the two partners, ten of which have from nine to 18 years of school auditing experience. The remaining four members have more than three years of experience in school auditing. We require Yellow Book compliance for all members of our assurance staff. This means no fewer than 24 hours of specific Government Education courses each two-years. Most members of our audit staff significantly exceed that amount.

Once an agreeable timeline has been determined, we will assign a team of our talented staff to your engagement.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT



REAL RELATIONSHIPS

References

SIMILAR CLIENTS

As a top 25 CPA firm, we've built our business on relationships and believe our clients to be the best critics of our service. The clients below have similarities to your organization, and we encourage you to contact them to learn about their Eide Bailly experiences.

Similar Clients

Client Name	Contact Information	Services Provided	Date of Engagement
Alisal Union School District	Matthew Dean Director of Fiscal Services (831) 753-5700	Annual Financial Statement Audit	Client since 1998
Clovis Unified School District	Susan Rutledge Assistant Superintendent of Business Services (559) 327-9127	Annual Financial Statement Audit	Client since 2015
Modesto City Schools	Tim Zearley Associate Superintendent, Business Services Chief Business Official (209) 574-1594	Annual Financial Statement Audit	Client since 2010
Salinas City Elementary School District	Nikki Herring Director of Fiscal Services (831) 784-2222	Annual Financial Statement Audit	Client since 2012
Salinas Union High School District	Ana Aguillon Manager of Business Services/CBO (831) 796-7000	Annual Financial Statement Audit	Client since 2014

 **What Our Clients Say**

“Eide Bailly’s depth of knowledge within school districts has been very comforting. Their professionals have been helpful in explaining new regulations and keeping me up-to-date. I actually enjoy having them here for our audit!”

Amie Schauer, Business Manager | Faith School District

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

References

Similar Engagements from Fresno Office

We provide audit services for a variety of school districts, including:

School Districts			
Partial List of California School Districts (Unified, Elementary & High School) (* serviced by our Fresno location)			
Alisal Union *	Delano Joint Union *	Lompoc	Romoland
Alvord	Desert Center	Lone Pine	Round Valley
Anaheim	Desert Sands	Los Alamitos	Salida Union *
Anaheim Union	Dos Palos Oro-Loma *	Los Nietos	Salinas City *
Antelope Valley Union	Duarte	Lowell Joint	Salinas Union High *
Armona Union *	Earlimart *	Lucia Mar	San Benito Joint Union *
Atascadero	East Side Union	Lynwood Mammoth	San Bernardino City
Atwater *	Eastern Sierra	Madera Unified *	San Jacinto
Azusa	Empire Union *	Menifee Union	San Luis Coastal
Bakersfield City *	Encinitas	Merced City *	Sanger Unified *
Baldwin Park	Etiwanda	Merced River *	Santa Ana
Banning	Exeter Unified *	Merced Union High *	Santa Barbara
Bear Valley	Fallbrook Union	Modesto City *	Santa Maria-Bonita *
Beaumont	Fountain Valley	Monson-Sultana *	Santa Ynez Valley
Big Oak Flat-Groveland *	Fremont Union	Moreno Valley	Santee
Big Pine	Golden Plains Unified *	Mountain Valley	Saugus Union
Bishop	Goleta Union	Mountain View	Sierra Sands
Bitterwater-Tully Union *	Gonzales Unified *	Murrieta Valley	Silver Valley
Bret Harte Union	Gorman Joint	Newhall	Simi Valley
Buellton	Hanford *	Newport-Mesa	Sonora Elementary *
Burnt Ranch	Happy Valley	North County *	Sonora Union High *
Burton *	Hawthorne	North Cow Creek	South San Francisco
Campbell Union High *	Hemet	North Monterey Co	South Whittier
Cascade Union	Hermosa Beach City	Norwalk-La Mirada	Southern Trinity
Castaic Union	Hickman Community	Ocean View (O.C.)	Sulphur Springs Union
Cayucos	Charter	Ojai	Tehachapi
Central	Hollister *	Ontario-Montclair	Temecula Valley
Centralia	Hope	Orcutt Union	Temple City
Ceres Unified *	Huntington Beach City	Owens Valley	Travis
Charter Oak	Irvine	Oxnard Union	Trinity Center
Chino Valley	Jefferson *	Palm Springs	Upland
Claremont	Junction	Palmdale	Val Verde
Clovis Unified *	Junction City	Palo Verde	Victor Valley Union
Coachella Valley	Keyes Union *	Panoche *	Vista
Conejo Valley	Kit Carson Union *	Perris	Walnut Valley
Coronado	La Cañada	Perris Union	Westminster
Corona-Norco	La Habra City	Pixley *	Whittier City
Covina-Valley	Laguna Beach	Planada *	William S. Hart Union
Cucamonga	Lake Elsinore	Raisin City *	Wilsona
	Lakeside Union *	Ramona	Yucaipa-Calimesa Joint
	Livingston Union *	Redlands	

Team Qualifications

SERVICE TEAM

We know the importance of a strong business relationship, so we keep staffing changes to a minimum year-to-year. Eide Bailly has a high retention rate, allowing us to provide stability. Your service team has extensive experience in the government industry. The following information will provide an overview of your service team:



Bill Williams, CPA

ENGAGEMENT PARTNER

Bill will serve as the concurring partner and will be responsible for a secondary review of the final Annual Financial Report and will provide support as needed for any issues that arise during the audit. He has more than 27 years in public accounting with experience in the government industry, specifically with school districts, throughout his career. Bill is also a sought-after trainer at the annual

California Association of School Business Officers (CASBO) school district conference and provides other inservices around the Valley at various County Offices of Education. Bill holds the Certified Public Accountant (CPA) designation and is located in our Fresno, California office.



David Randel, CPA

CONCURRING PARTNER

David will serve as the engagement partner and will be responsible for ensuring all technical aspects of the engagement are achieved including timely delivery of services. He has more than 23 years of public accounting experience, with an emphasis in the area of government audits primarily school districts. David focuses in the area of governmental audits - primarily with K-12 school districts, county

offices of education and joint powers authorities. David holds the Certified Public Accountant (CPA) designation and is located in our Fresno, California office.

Managers and Senior Associates (Fresno Location)

All of our Managers and Senior Associates specialize in governments, specifically school districts and community colleges. We require Yellow Book compliance for all members of our assurance staff. This means no fewer than 24 hours of specific Government Education courses each two years. Most members of our audit staff significantly exceed that amount.

Once an agreeable timeline has been determined, we will assign a few of our talented auditors to your engagement. Our two Managers each have nine years of experience, seven of our Senior Associates have over ten years of experience, and our remaining four Associates have over three years of experience. This industry focus and consistent level of staffing is what's set's Eide Bailly apart from others.

Affirmative Action

Eide Bailly adheres to the principles of Affirmative Action through our daily human resources and business operations practices. All members of Eide Bailly operate within the Affirmative Action guidelines and value its objectives.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Team Qualifications

Staff Continuity

To help ensure a strong business relationship and to minimize disruptions, we keep staffing changes to a minimum. Compared to the national average, Eide Bailly experiences a high retention rate which translates to providing our clients with consistent service teams. We will strive for continuity of staff for your engagement. With this continuity comes quality, as team members' knowledge of your organization grows from year to year.

Should the need arise to change any of the key engagement personnel, we will notify you in writing and provide the qualifications of the proposed replacement. Upon your approval, new engagement personnel will join your service team.

Because we are committed to the industries we serve, we provide our professionals with specific, ongoing training. This investment ensures our people stay current on the unique challenges and opportunities within the industry sectors so that they are in the best position to help clients address these issues.

Continuing Education

Firmwide, our continuing professional education program requires all professional staff obtain education that exceeds the requirements of the American Institute of Certified Public Accountants and where applicable, *Government Auditing Standards*. The firm places a strong emphasis on lifelong learning and recognizes the importance of developing our professionals to best serve our clients. This past year we provided our client service professionals with an average of 46 hours of professional education, compared with the 40-hour accounting industry requirement.

In addition, we regularly share information among the audit teams in different offices to ensure we are providing clients with the latest thinking and best possible solutions. Our governmental professionals obtain continuing professional education through the following means:

- Government-specific seminars sponsored by the AICPA and Government Audit Quality Center (GAQC).
- Seminars sponsored by the Government Finance Officers Association (GFOA).
- Involvement with local chapters of the GFOA (we teach and attend GFOA conferences, regularly).
- Eide Bailly seminars specific to governmental issues which are taught by our experienced managers and partners.

By expanding our knowledge of issues important to government organizations, we are able to provide more in-depth, knowledgeable solutions to our clients. Additional communications, webinars and training are provided throughout the year on a variety of topics important to state and local governments.



CPE HOURS
Eide Bailly FY 2019

INDUSTRY STANDARD: 40



Industry Experience

WE UNDERSTAND SCHOOL DISTRICTS

Government and School District Experience

The governmental industry represents one of Eide Bailly's largest niche areas—with more than 900 governmental clients firmwide. We provide audit services for a variety of school districts, as well as colleges and universities, housing authorities, cities, counties, fire relief agencies, state agencies, and tribal entities.

These services include, but are not limited to, evaluating internal control structure, assessing control risk and performing tests of controls, as well as testing compliance with applicable laws and regulations in accordance with *Government Auditing Standards*. Through serving these clients, our professionals have gained focused expertise in the governmental industry and will provide you with insightful advice that aids in managing the finances of the District.

School districts of all sizes face increasing demands for accountability while coping with decreasing revenue sources. Schools face a myriad of challenges in their day-to-day: Maintaining quality programs and services while becoming increasingly vulnerable to state spending reductions; continually planning and restructuring as student demographics fluctuate. It can be a challenge to operate efficiently and also keep an eye on the future.

Having a team by your side that will listen to your needs and help you respond and adapt to whatever challenges lie in the path of success can make the difference between passing and a failing grade when it comes to your goals. Our approach stands apart because we emphasize collaborative communication throughout the year. You can expect regular meetings that keep you up-to-date on time lines and process, and our partners and senior level professionals are accessible when you need them.

The decisions you make lay the groundwork for educating not only today's students, but tomorrow's as well. With Eide Bailly, you will feel confident you are on the path to achieving your goals.

Industry Experience

Government Industry Involvement

In an industry where standards continually evolve and change, Eide Bailly makes it a priority to stay current and assist our clients with necessary changes. In addition to helping clients implement new standards, we also help them adapt to changes within the existing standards.

Our team members are truly engaged in the governmental industry and are well positioned in organizations associated with governmental entities. We are leaders in the Governmental Accounting Standards Advisory Council (GASAC), the AICPA's Governmental Audit Quality Center, AICPA State and Local Government Expert Panel and PCPS Technical Committee, local and national boards of the AGA, including the Financial Management Standards Board, and the review committee for the GFOA's Certificate of Excellence for Achievement in Financial Reporting. Due to our leadership positions, the District will have access to information not available from other accounting firms.

Eide Bailly also regularly attends GASB meetings throughout the year and we communicate the results of those meetings to our clients through our newsletters, e-blasts and webinars. We are involved with GASB's financial reporting reexamination task force shaping the future of state and local governmental accounting and reporting and participate in the reexamination of the revenue and expense model and note disclosure projects with GASB.

Single Audit Experience

Eide Bailly has experience providing single audits related to federal expenditures which ensure our clients remain compliant. Our single audits include an audit of both the financial statements and the federal awards. We also assist in the preparation of the data collection form and prepare the reporting package for submission to the federal audit clearinghouse. Eide Bailly audits more than \$9.5 billion in federal expenditures, which provides us with extensive experience in single audits. Not only are we on the forefront of new regulations, but because of our vast experience with governmental entities, we have familiarity with a wide variety of federal programs. If the District looks to expand its current federal programs, we can pull from our expansive database of federal programs that we have audited and provide consultation on what has worked effectively for other entities. This will help the District establish strong controls and processes over new federal programs rather than trying to rework controls and processes after the program are established.

Our single audit experience includes the Department of Housing and Urban Development, Department of Agriculture, Department of Commerce, Department of Interior, Department of Transportation, Department of Justice, Department of Labor, Department of the Treasury, Department of Health and Human Services, Homeland Security, National Foundation on the Arts and the Humanities, Environmental Protection Agency, Department of Energy, Office of the National Drug Control Policy, Department of Defense, Department of Education, and the Bureau of Land Management.

Due to our vast experience with school districts, we are very familiar with programs that are important to the District, including, but not limited to, Title I, Special Education, and the Child Nutrition Cluster. Paired with our many years of experience, we are qualified to effectively work with your organization to ensure that federal requirements are met.

Industry Experience

Leroy F. Greene School Facilities Act of 1998 Experience

Very few districts received Impact Aid funds as it is limited to those Districts that have Federal land, housed with students. We have audited this program at your District for over 20 years, prior to a rotation of auditors desired by the Board.

Government Industry Involvement

In an industry where standards continually evolve and change, Eide Bailly makes it a priority to stay current and assist our clients with necessary changes. In addition to helping clients implement new standards, we also help them adapt to changes within the existing standards. Our team members are truly engaged in the governmental industry and are well positioned in organizations associated with governmental entities. We are leaders in the Governmental Accounting Standards Advisory Council (GASAC), the AICPA's Governmental Audit Quality Center, AICPA State and Local Government Expert Panel and PCPS Technical Committee, local and national boards of the Association of Government Accountants (AGA), including the Financial Management Standards Board, and the review committee for the Government Finance Officers Association's (GFOA) Certificate of Excellence for Achievement in Financial Reporting.

We are also active members in the California Society of Certified Public Accountants, California Association of School Business Officials (CASBO), California School Boards Association (CSBA), and serve on many research and development subcommittees. Due to our leadership positions, the District will have access to information not available from other accounting firms.



Audit Approach

AUDIT METHODOLOGY

At Eide Bailly, we promise you a better overall experience. While we recognize that multiple firms are capable of accomplishing the objectives of an audit, Eide Bailly appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each client.

Eide Bailly values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as stay connected throughout the year. This approach delivers the greatest benefit to our clients in that we are able to stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results.

Our clients experience a communication approach that stands apart in both style and frequency. Because we recognize that effective communication is critical throughout the entire audit process, our service approach is one where communication begins with planning and continues throughout the year. Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. Our clients offer a wealth of knowledge and information about their organization and communicating with them as a business partner ultimately produces the best outcome.

Prior to beginning the engagement, we will discuss with management:

- The engagement timeline.
- The audit approach and process.
- Additional considerations that may affect scope, schedules and work papers to be prepared by your personnel.

Upon appointment as your auditor, we will discuss the audit schedules and work with you to ensure the timeline meets your needs and makes the most effective use of your staff members' time.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Audit Approach

Audit Schedule

We understand your requested timeline and are committed to meeting your deadlines.

Eide Bailly commits to you that if your team is prepared for the audit when our team is in the field, we will meet your deadlines. We will work closely with your team through the planning stages to clearly define expectations and the items required from your team in order to facilitate an efficient audit to enable us to meet your deadline. The following table identifies the structure of our audit for the District reports and the timing of each section.

Engagement Timeline

Activity	Timing
Planning	January through April
School site visits	January through March/April
Fieldwork	March through July and August through November
Exit Conference	Last day of fieldwork, interim and final
Reporting	On or before December 15 of each year
Ongoing Communication	Year-Round

We will meet your deadlines. By engaging in thorough audit planning and communications with management, we begin each engagement with a strong understanding of the various deadlines for each of the financial and single audits and the steps involved along the way to meet these deadlines. An audit project plan will be developed between our team and the District and then followed closely, and we will work with the District's management team to customize our auditing services and specific timelines to your needs. We believe in clear, up-front and open communication with no surprises.

Audit Approach

Audit Process

Our audit approach is designed to collaborate with the District and achieve optimal results. The approach consists of five major components: Planning, Interim, Fieldwork, Reporting, and Ongoing Communication. If awarded, we will discuss with management our proposed schedule but have the flexibility to make any changes in order to meet the reporting deadlines. The objectives of each component are described in the following pages.

Planning

- Discuss and finalize the engagement timeline, audit approach and process.
- Discussions with management and accounting staff, including the Board, if requested, to address any risks or concerns that they may have.
- Evaluate the nature of the operating environment (for example, changes in enrollment, degree of system and reporting centralization, sensitivity of processed data, the impact on critical business processes, potential financial impacts, and economic and regulatory environment).
- Review of interim financial information and reports to identify significant risks and changes early.
- Review of significant estimate areas and consideration of underlying assumptions early in process.
- Gain an understanding of the District and its reporting units and their environments.
- Documentation of internal control systems, including IT, and related changes from prior periods.
- Consideration of fraud, risk of noncompliance, illegal acts, abuse, etc.
- Assessment of audit risk and identification of potential audit issues.
- Assessment of materiality and testing scopes to the extent possible and presentation of audit plan.
- Preparation and communication of audit request lists and work papers.
- Development expectations regarding timing and audit progress.
- Gain understanding of single audit programs and perform an analysis of potential major federal programs.

Interim Fieldwork – Single Audit Portion (Federal Compliance Testing)

Our approach to performing the single audit is broken into three different phases:

- Phase I – Risk assessment and planning.
- Phase II – Major program testing.
- Phase III – Assessment and reporting.

Phase I – Risk Assessment and Planning

This phase basically encompasses the planning and risk assessment of your federal programs. The planning phase, if done correctly, will set the tone of the single audit as well as set the stage for an efficient and effective single audit. We will work closely with management to properly identify federal programs and clusters to determine the major programs to be tested.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Audit Approach

The steps associated with risk assessment and planning include:

- Determine grant awards and funding increments.
- Determine the Type A and Type B thresholds.
- For any programs above the threshold (Type A) perform a review of the past two single audits and document the program risk to determine if the program is high risk or low risk.
- Make final determination of major programs to be tested based on the above steps.
- Review the applicable Uniform Guidance *Compliance Supplement* for any unusual items for each of the major programs, as well as determine which compliance areas are direct and material for each major program.

Phase II – Major Program Testing

After making the major program determination as noted above, we will test the major programs. Our steps for each major program is as follows:

- Obtain the audit steps from the Compliance Supplement which provides the audit steps for each major program.
- Based on the direct and material compliance areas identified during the planning phase, obtain from management the process and controls relating to those direct and material compliance areas. The controls for each compliance area need to address the five components of Committee of Sponsoring Organizations of the Treadway Commission (COSO) as required by Uniform Guidance.
- Select samples for control and compliance testing.
- Perform control testing for effectiveness and compliance testing of selected transactions.
- Report any material weaknesses or material noncompliance to the District's management.
- Provide periodic meetings to discuss the status of the Single Audit testing. Any potential findings are discussed with management while our auditors are in the field and are concluded during fieldwork.

Phase III – Assessment and Reporting

The above steps are based on the preliminary SEFA. Once the SEFA has been finalized, we will determine if any additional major programs are to be tested. We will perform the following steps:

- If additional major programs have been identified, perform the steps as noted in the major program testing for the new programs.
- Review the prior findings, if any, and perform steps to determine if the findings were cleared by management and do not need to be reported during the current year.
- Prepare the Schedule of Findings and Questioned Costs.
- Have an exit conference with management and key grant personnel and provide a draft report of the single audit as well as any Yellow Book findings required to be reported. These findings are reviewed by the manager and engagement partner prior to the exit conference. This is done so there are no surprises after we pull out of the field.

Audit Approach

Interim Fieldwork – Financial Statement and General Internal Controls Testing Portion

- Discussions with management to determine internal controls, perform walk-throughs and discuss any potential audit issues.
- Determine audit procedures by area, based on results of audit planning and risk assessment.
- Determine confirmation needs.
- Prepare listing of audit information requested from the District.
- Review minutes, resolutions and ordinances.
- Perform tests of legal compliance.
- Weekly updates to the District staff.
- Exit conference with management.

Final Fieldwork

- Audit areas based on risk assessment.
- Obtain and prepare schedules and analyses supporting the financial information.
- Discuss findings with management, if any.
- Discuss proposed journal entries with management, if any.
- Finalize single audit testing.
- Weekly updates to the District staff.
- Exit conference with management.

Reporting

- Review of the financial statements by the partner over the engagement
- Review of financial statements by a partner not otherwise associated with the audit to obtain a “second opinion” on the completeness and adequacy of financial statement disclosures and audit procedures.
- Completion of management letters and review with management.
- Preparation of other communications to management and Board.
- Assistance with preparation of the Data Collection Form and the preparation of the reporting package for submission to the Federal Audit Clearinghouse.
- Presentation to Board at its regularly scheduled meeting, if requested.

Ongoing Communication

- Obtain interim financial statements throughout the year for review
- Analyze significant changes and identify areas to further tailor our audit plans and to keep us up-to-date with continuing changes
- Compare the interim results to year-end results for the past few years to identify potential issues in the financial reporting process
- Participate periodically at your Board meetings, and any other meetings, at the Boards request

Audit Approach

Supervisory Review and Quality Control Procedures

As mentioned previously, all of our documents have levels of review. The various levels are determined by our risk assessment during the planning stages of the audit.

We will hold an exit conference with management and provide periodic written or oral reports on the status of the audit to representatives of the District. The success of the audit is dependent on the amount of open communication throughout the year and not just during the audit period. We will work closely with management and the accounting personnel throughout the audit process and will hold weekly meetings to go over open items as well as discuss any potential accounting or compliance issues identified during the audit. We believe in no surprises. When we perform the exit conference we will hold a final discussion on any potential findings and will come to a conclusion during the conference. Our goal is to have no additional findings subsequent to the exit conference.

Use of Technology

Eide Bailly staff utilizes progressive and effective software to streamline processes and make them as efficient as possible. These technologies include:

EB Connect (Client Portal)

The Eide Bailly Client Portal is the standard for delivering electronic documents in a secure manner to and from our clients. Email is not a secure means of exchanging documents and our client portal can handle much larger files than email. Multiple people at the client site or internally can access documents placed on the portal. The Client Portal home page houses Announcements, Links, and Documents that are visible by all Eide Bailly staff and clients. Only Eide Bailly clients and staff will see the Client Site Builder and Client Site Search links.

Clients know their confidential information is secure and safe and appreciate the improved organization, documentation and communication by using the Client Portal. Many efficiencies are created by leveraging technology and sharing information and knowledge on the Client Portal and result in reducing the amount of time needed on site during an engagement.

Eide Bailly performs all engagements in a paperless environment. By utilizing paperless processes, we are able to bring experts from across our firm into every engagement. What this means to you – better service, timely reporting and cost-effective solutions.

Data Extraction Software

Eide Bailly designs our approach to incorporate the use of TeamMate Analytics--to maximize efficiency while conducting a very effective audit. Through TeamMate, we can extract information from related databases and create databases that check for duplicate payments, summarize payments, and extract journal entries from specific accounts, develop expectations for analytical procedures and recalculate system calculations among a host of other procedures that are developed by our audit team.

Audit Approach

Other Tools

- **Accounting Research Manager (ARM)** – Internet access of all accounting and auditing standards. Areas include GASB, FASB, AICPA, PCAOB and other resource material. We can access this material at any given time and can provide a quick response to any technical question you may have.
- **CCH ProSystem fx Engagement by Wolters Kluwer** – Software to facilitate the audit, retains the electronic workpapers and supporting documentation, performs project tracking, and facilitates quality review.

Analytical Procedures

Eide Bailly will apply analytical procedures throughout general planning to improve our understanding of your operations and to identify audit areas for increased attention. These will be applied to assist in planning the nature, timing and extent of other procedures. They will be applied to all balance sheet, revenue/receipt and expense/expenditure areas. These procedures include, but are not limited to, the comparison of current year to prior year and budget amounts. Areas that show results different from those anticipated or planned will be further investigated to determine the validity of the variance.

During the year-end audit fieldwork, we use analytical procedures to test whether errors affecting account balances or classes of transactions have occurred by comparing the recorded amount with an independently developed expectation of that amount. We develop the expectation in such a way that a significant difference between the expectation and the recorded amount is indicative of a financial statement misstatement, unless we can obtain and corroborate explanations for the difference. Analytical procedures are a natural extension of our understanding of your business because the key factors that influence your business may be expected to affect the financial data.

In the audit reporting phase, we perform a final analytical review at the financial statement level as the last step to ensure that we have gained a comprehensive understanding of the financial statements during the audit engagement and to determine whether the financial statements are appropriately presented and contain appropriate disclosures. Such final analytical procedures highlight and explain significant changes from the previous year and ensure that such changes are consistent with the knowledge of your business and our audit evidence. These procedures typically consider trends based on several previous years instead of comparison only with the prior period.

Audit Approach

Internal Control Structure

A significant aspect of the planning process involves understanding each reporting units' internal control environment, including information technology (IT) controls and, where relevant, testing of internal controls.

The following is a summary of the process Eide Bailly uses regarding internal controls over financial reporting and compliance:

Internal Controls over Financial Reporting

Our approach will start with any documentation related to internal controls that have already been developed. We review that documentation to obtain an overview of the internal control system and then conduct interviews with the District's staff to complete the documentation of our understanding related to internal controls and significant changes each year.

After conducting the interviews, we will evaluate the internal control system design and expected operating effectiveness for significant areas depending on the reporting unit. We expect that by completing control testing in these areas, it will allow us to reduce substantive testing and conduct an efficient audit. Our approach toward control testing will be focused on key process controls or overall system controls, rather than detailed control process testing. We will also focus on key IT related controls in process areas such as revenue, payroll and claims, as they tend to allow more efficiency for an audit perspective relative to the control process.

Eide Bailly utilizes a risk-based approach incorporating both control testing and substantive tests of balances, where appropriate. In certain areas that we do not consider as significant, we will plan to conduct the audit using a primarily substantive approach. It has been our experience that it is often more efficient and effective to substantively audit a balance rather than complete an extensive control test.

Internal Controls over Compliance

Our approach for internal controls over compliance associated with federal programs is similar to the approach regarding internal controls over financial reporting related to accumulation, documentation, and evaluation of the control environment.

Test of controls over compliance are required for major federal programs. Our approach is to identify key controls applicable to direct and material compliance requirements for testing, as well as incorporating results from tests of internal controls over financial reporting and IT.

Audit Approach

The approach we will take to gain an understanding of your internal controls includes:

- Interview the District personnel.
- Review organizational charts, accounting and procedure manuals and programs.
- Complete internal control questionnaires.
- Write-up system narratives.
- Evaluate items selected for testing.
- Review controls over financial information systems.

The timely completion of this work will assist us in performing our work efficiently and communicate any potential recommendations as soon as possible.

In addition, our engagement approach is based on the following:

- Observations we believe will help the Districts achieve its objectives will be shared. We will also be pleased to respond to inquiries you may have about financial or other business matters.
- The assistance to be provided by your personnel, including the preparation of schedules and analyses of accounts, will be discussed with the finance department. The timely completion of this work will assist us in performing our work efficiently.

Statistical Sampling

Sampling may be performed for tests of controls, compliance testing and substantive tests of certain accounts and transactions. During our audit of basic financial statements, we will also select various transactions for testing based on materiality assessed at the appropriate level. These transactions may include such items as capital asset additions, expenditures, subsequent disbursements and subsequent receipts. We will be pleased to discuss specific sample sizes and selection methods when they are determined, either during audit planning or during fieldwork.

We will select the appropriate sample size to support our conclusions in compliance with laws and regulations. We will use confirmations in the areas of cash and investments, receivables and other areas deemed necessary.

Determining Laws and Regulations Subject to Audit Test Work

During the planning process, we will also discuss with District management and personnel the laws and regulations to which the District is subject. The objective of our discussion will be to determine those laws and regulations that could have a material impact on the financial statements and those laws and regulations pertinent to the District's federal financial assistance programs. Pertinent to our discussion will be our knowledge of such laws and regulations, and our knowledge of *Government Auditing Standards*. We are aware of the applicable requirements and consider them when determining the necessary audit procedures for the District.

We will perform tests of the District's compliance with certain provisions of laws, regulations, contracts and grants. We will assess the risk of material misstatement resulting from violations of laws and regulations having a direct and material effect on the determination of financial statement amounts. These laws and regulations can relate to items such as budgetary compliance, purchasing compliance and cash and investment compliance, as well as single audit compliance, as applicable.

Audit Approach

We will combine compliance tests of laws and regulations that involve the inspection of documentation supporting transactions with substantive tests of transactions and tests of control procedures. Our audit will meet all federal and state requirements, as applicable. Samples will be used to the extent necessary to support our conclusions on compliance with laws and regulations.

Ability to meet deadlines and shorten the time in the field

We understand the frustrations of an audit firm not meeting your stated deadlines. We commit that we can, **and will**, meet your deadlines as well as shorten the amount of time needed in the field. Our experience with other governmental audits has enabled us to fine-tune our audit process. This translates to a smooth and more efficient audit for you while meeting your deadlines and keeping our fees at a reasonable rate.

Multi-Year Approach

We attempt to retain the majority of the audit team in order to develop a historical perspective of the operating and control environment of the District. This historical perspective allows us a deeper understanding of the risks surrounding the District and the opportunity to perform a thorough audit without a learning curve. The result of our preliminary review is a planned calendar of audit events, timing and expectations based on the budgets and related materials, organizational charts, manuals and programs, and financial and other management information systems.

We also have the resources within our offices to change your current engagement team while retaining the historical perspective that we gain over the years, if you feel you would benefit from auditor rotation. The individuals in Eide Bailly's government group have extensive experience in the industry and benefit from the firm's focus on continuing education. Our governmental professionals are well-positioned in organizations associated with governmental entities, such as the American Institute of CPAs (AICPA) and Governmental Audit Quality Center, the primary purpose of which is to promote the importance of quality government audits. We have also held leadership roles in the Government Finance Officers Association (GFOA).

We will be available to the District throughout the year as a resource to answer questions, have discussions and confirm the appropriate accounting treatment for unique or infrequent transactions.

The Eide Bailly Difference

Smooth Transition

We understand the transition from one professional services firm to another can be the cause of some inconvenience to the District management and staff. We understand this concern and realize the decision to change service providers is not one to be taken lightly.

Our goal is to make the transition as smooth as possible. We will manage the transition to minimize time demands on your employees and ensure a timely first year engagement in accordance with professional standards. We are experienced in transitioning many clients from predecessor professional service providers. Often, clients realize tremendous value in 'a fresh set of eyes.'

The following are some of the critical activities we perform to make the transitions successful.

- Spend more time in the planning stages of the engagement to understand the District's accounting and operational processes.
- Identify any issues during the planning stage and have them resolved before starting the audit fieldwork procedures.
- Provide an extensive and detailed prepare by client list of schedules, documents and confirmations needed for the engagement.
- Review current auditor's workpapers to help us understand what the District provided regarding schedules and other documentation.
- Partners and managers spend more time in the field so when issues are identified they are resolved in the field and not at the end of the audit.
- Deliver in advance of your deadlines.
- Continue ongoing communications with management during the audit process and throughout the year.

Thought Leadership

A number of partners at Eide Bailly are nationally recognized state and local governmental thought leaders who present at dozens of national venues including: National Association of State Auditors, Comptrollers, and Treasurers; California GFOA; California Society of Municipal Finance Officers; Oregon Government Finance Officers Association; the California State Association of County Retirement Systems; the California Association of Public Retirement Systems; AGA National Professional Development Conference; National Association of Housing and Redevelopment Officials (NAHRO); various states' Societies of CPA's.

We also provide training for state and local agencies. Some of these agencies include Controllers' offices of the State of Tennessee, Texas State Auditor, State of Montana, Commonwealth of Massachusetts and the State of Nevada. Additionally, we are involved in the AICPA's Governmental Audit Quality Center, and members of the State and Local Expert Panel, the PCPS Technical Committee, local and national boards of the AGA, and the review committee for the GFOA's Certificate of Excellence for Achievement in Financial Reporting.

Furthermore, an Eide Bailly Partner, is the author for the entire Governmental Library for Commerce Clearinghouse Wolters Kluwer (CCH). This library serves as the interpretative reference on governmental GAAP, governmental best practices and governmental audits for governments, auditors and educators nationwide.

The Eide Bailly Difference

Online Publications – the District will also have access to resources on our Eide Bailly Government Industry website. Below is a list of some recent articles posted to our website, as well sent via email to our clients:

- Student Activity Funds (and Other Items) ... Now that the GASB-84 Implementation Guide is Final.
- Common Single Audit Findings and Remediation Series: Matching, Level of Effort, and Earmarking.
- Is Your Government Ready for This Fiscal Year-End and Beyond?
- Dispatches from GASB’s Meetings.
- Cybersecurity: Not Just an “IT” Issue.
- Create an Internal Audit with More Value.
- Big Government Entity: Big Fraud Problem.

Visit our website to sign up for our newsletters, e-blasts and webinars.



Implementation of New Standards

In an industry where standards continually evolve and change, Eide Bailly makes it a priority to stay current and assist our clients with necessary changes. In addition to helping clients implement new standards, we also help them adapt to changes within the existing standards.

Additionally, several Eide Bailly professionals serve on committees that have input into how new standards are written. This enables us to be involved from the beginning and influence the final outcome. Our clients benefit from our strong understanding of the standards and how they may affect their organization. We will work with the District to create a plan to address new standards one to two years prior to implementation. The following new standards are set for implementation as indicated below:

Effective Date – Periods Beginning After	Statement	FY Ending June 30
June 15, 2018	GASB Statement No. 83 - Asset Retirement Obligations	2019
June 15, 2018	GASB Statement No. 88 – Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements	2019
June 15, 2018	Implementation Guide Update 2018-1	2019
December 15, 2018	GASB Statement No. 84 – Fiduciary Activities	2020
December 15, 2018	Implementation Guide 2019-2 – Fiduciary Activities	2020
December 15, 2018	GASB Statement No. 90 – Majority Equity Interests	2020
June 15, 2019	Implementation Guide Update 2019-1	2020
December 15, 2019	GASB Statement No. 87 –Leases	2021
December 15, 2019	GASB Statement No. 89–Accounting for Interest Cost before the End of a Construction Period	2021
December 15, 2019	Implementation Guide 2019-3 – Leases*	2021
December 15, 2020	GASB Statement No. 91 –Conduit Debt Obligations	2022

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

The Eide Bailly Difference

Proposed GASB Pronouncements (if approved as drafted)		
<i>Portions upon issuance, otherwise June 15, 2020</i>	<i>Omnibus 20XX</i>	Upon issuance or 2021
<i>December 15, 2020</i>	<i>Internal Revenue Code Section 457 Deferred Compensation Plans That Meet the Definition of a Pension Plan and Supersession of GASB Statement 32</i>	2022
<i>June 15, 2021</i>	<i>Subscription-Based Information Technology Arrangements</i>	2022
<i>June 15, 2021</i>	<i>Public-Private and Public-Public Partnerships and Availability Payment Arrangements</i>	2022

*In the process of publication at the time of submission.

The Value of Doing Business with Eide Bailly

Guided by our principles of integrity and professionalism, we promise a better client experience. By applying our focused knowledge and comprehensive capabilities, we will provide genuine advice to help you reach your organizational goals and transform challenges into new possibilities. There are a number of factors that differentiate Eide Bailly from other firms that provide similar services, including the following:

- **Experience** – In working with Eide Bailly, the District will work with senior-level people who have significant experience in the school district industry. You will have access to our most experienced people throughout the engagement; these people will spend time on-site, working with management and staff to accomplish the project according to your timeline. The staff assigned are some of the best we have to offer. Our in depth operational knowledge from across the country will provide you feedback on a national level.
- **Quality Work and Services to Deliver Value** – At Eide Bailly, quality is important in everything we do. We work to ensure the professionals providing each service are the best fit for our clients, no matter their location. We have invested a great deal of time and energy into the standardization of processes across the industry. It is because of this practice that you may have Eide Bailly professionals from various offices working with the District.
- **Timeliness and Availability** – All Eide Bailly team members are focused on providing you the best possible client experience. Our partners and managers are heavily involved in all stages of the services provided. The team selected for you will ensure that the District always feels understood, connected and confident.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Cost Proposal

EXPECTED FEES

Our fees are based on the complexity of the audit and the experience level of the staff members necessary to address it. If you request additional services, we will obtain your agreement on fees before commencing work, so there are no surprises or hidden fees.

We propose the following fees for the District audit based on our understanding of the scope of work and the level of involvement of the District's staff:

Engagement Services and Fees

Basic Audit	Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
Three Year Engagement	\$34,420	\$34,420	\$34,420

Any required State School Facilities audits or Bond Financial and Performance audits are separate engagements and our fees will be determined if such audits are requested by the District.

Out-of-Pocket Fees

The professional fees listed above are inclusive of all out-of-pocket expenses and you will not be billed for expenses such as travel time, mileage, and meals.

Billing Policy Regarding Telephone Inquiries

We know clients appreciate access to all of their service team members. We embrace this opportunity for constant communication and will ensure our team members are available when you have questions and issues. This service is included in the scope of the engagement. If a particular issue surfaces that falls outside the scope of this engagement, we'll bring it to your attention and obtain approval before proceeding.

STAY CURRENT ON WHAT IMPACTS YOU



Additional Resources

LET US HELP YOU WITH MORE.

We pride ourselves on being leaders in the government industry, offering valuable perspectives beyond our core strength of accounting and tax compliance. We're business advisors who want to help guide the strategy and operations of your organization, and we'll make sure you feel connected and understand the process. Our professionals work closely together so you receive valuable service from people who understand your needs and know your business.

When you work with us, you'll have access to the knowledge and talents of 2,500 professionals across our firm. This includes specialized tax knowledge, a full spectrum of audit/assurance services and our many specialized services, such as:

Cybersecurity

Our professionals have deep IT backgrounds, specializing in a broad range of security services allowing us to tailor solutions to your needs. We work with every level of your organization—your boards and executives, technical IT admins and general users—to provide insight and guidance so you can feel confident your data is protected.

Internal Audit

Our internal audit professionals bring strong process, procedure, internal control and risk management experience to your organization. We bridge these skills with specialized insight related to risk and compliance and specific industry knowledge to help your organization reduce risk and improve operational efficiency.

Forensic Accounting

We have seasoned professional with years of relevant investigative experience. We have served several hundred clients, including numerous governmental entities, with investigative needs.

Our forensic accountants are experienced in assisting with internal, civil, criminal and insurance recovery investigations related to allegations of theft, fraud and accounting irregularities. The forensic methodologies and technology used by our team of specialists help get to the facts of these situations and are court proven. We understand the urgency of resolving these types of matters and take pride in delivering a quality work product in an efficient and timely matter.



Why Choose Eide Bailly

WE WANT TO WORK WITH YOU.

To us, work isn't just work; we see it as a chance to help you solve problems, achieve goals and pursue passions. After thoughtfully reviewing your needs and taking the time to understand your business, we feel we're the best fit for this opportunity.

We can connect you with the knowledge, resources and solutions that help bring confidence to your business decisions. We want to work with you!

If you have questions or would like additional information, don't hesitate to contact us. We want to make sure you have everything you need to make your decision.



Bill Williams, CPA

Partner

559.558.4112

bcwilliams@eidebailly.com

What inspires you, inspires us.

We're driven to help clients take on the now and the next with inspired ideas, solutions and results. We look forward to working with you.

Appendix A – Peer Review

PEER REVIEW**Report on the Firm's System of Quality Control**

December 28, 2017

To the Partners of Eide Bailly LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eide Bailly LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2017. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

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. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eide Bailly LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2017, 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*. Eide Bailly LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP



Caring for our external and internal clients with a passion to go the extra mile.

Respecting our peers and their individual contributions.

Conducting ourselves with the highest level of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success of the Firm,
not just individual or office success.

Stretching ourselves to be innovative and creative, while managing the related risks.

Recognizing the importance of maintaining a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs ... and having fun!



What inspires you, inspires us.
eidebailly.com

- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

SUBJECT: Board Calendar/Future Meetings

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2020-21 School Year August-December

Thursday July 16	Regular Board Meeting ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday July 23	Special Board Meeting ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday July 30	Special Board Meeting ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday Aug. 20	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	VIRTUAL
Thursday Sept. 3	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	VIRTUAL
Thursday Sept. 17	Regular Board Meeting ✓ Williams Uniform Complaint Report	VIRTUAL
Thursday Sept. 24	Regular Board Meeting ✓ Learning Continuity Plan	VIRTUAL
Thursday Oct. 1	Regular Board Meeting ✓ Week of the School Administrator	VIRTUAL
Thursday Oct. 22	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2020-21 Working Budget (Preliminary First Interim)	VIRTUAL
Thursday Nov. 12	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	VIRTUAL
Thursday Nov. 19	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	VIRTUAL
Thursday Dec. 10	Regular Board Meeting ✓ First Interim Report ✓ Budget Revision #2	VIRTUAL
Thursday Dec. 17	Organizational Meeting ✓ Election of 2020-21 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs	VIRTUAL

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar, 2020-21 School Year January- June

Thursday Jan. 7	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2021-22 ✓ Property Tax Update	District Office
Thursday Jan. 21	Regular Board Meeting ✓ School Accountability Report Cards	District Office
Thursday Feb. 4	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Thursday Mar. 4	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed ✓ TRAN Resolution	District Office
Thursday Mar. 18	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Thursday Apr. 1	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2021-22 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office
Thursday April 22	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation	District Office
Thursday May 6	Regular Board Meeting ✓ Continue Superintendent Evaluation	District Office
Thursday May 20	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report	District Office
Thursday June 3	Regular Board Meeting ✓ 2021-22 Budget Public Hearing/Adoption ✓ Retiree Recognition	District Office
Thursday June 17	Regular Board Meeting ✓ Approval of Contracts and Purchase Orders for 2021-22 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Consolidated Application	District Office

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: District Update on Response to COVID-19

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

- Consent
 Information/Discussion
 Action/Discussion
 Public Hearing

SUBJECT: Pacific Grove Unified School District Student Resource Center

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School and Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board receive information regarding at Student Resource Center at Pacific Grove High School.

BACKGROUND:

Student Resource Center for the Pacific Grove Unified School District. This facility will be catered to families of low income, homeless youth, and those experiencing unsafe living environments.

INFORMATION:

The resource center's purpose is to:

1. lessen the burden of the Pacific Grove School District closure on communities in need.
2. To provide the communities in need with everyday necessities that have experienced decreased accessibility due to COVID-19.
3. To provide a safe environment where children can ask for help.

The resource center will be funded through - Grants, GoFundMe, & Donations. Funds will be given primarily through donations of supplies. Donations given through GoFundMe, cash, or check will go towards necessities that will be needed in the Student Resource Center. Additional funding is provided by Internship: SJSA Incubator will be giving a grant of 1,000 towards the beginning of these projects. The SJSA Business Incubator is an internship that aims at developing and supporting the next generation of entrepreneurs.

The long-term goal is to allow the resource center to be operational as long as the center is given space on school grounds. The money will be provided through donations to keep the resource center open through fundraisers and donations.

FISCAL IMPACT:

None.



PGUSD High School Student Resource Center

Jayla Settnek-Ellis and Lito M. García



Overview



As a 2017 Pacific Grove Alumna and current California State University, Sacramento undergraduate, I present a proposal for developing a Student Resource Center for the Pacific Grove Unified School District. This facility will be catered to families of low income, homeless youth, and those experiencing unsafe living environments.

Purpose



The resource center's purpose is to:

- (1) lessen the burden of the Pacific Grove School District closure on communities in need.**
- (2) To provide the communities in need with everyday necessities that have experienced decreased accessibility due to COVID-19.**
- (3) To provide a safe environment where children can ask for help.**

Funding



How will we fund the Resource Center? **Grants, GoFundMe, & Donations**

Funds will be given primarily through **donations in supplies**. Donations given through **GoFundMe, cash, or check** will go towards necessities that will be needed in the Student Resource Center.

Internship: SJSA Incubator will be giving a grant of 1,000 towards the beginning of these projects

**The SJSA Business Incubator is an internship that aims at developing and supporting the next generation of entrepreneurs*

Resources



Potential supplies -

Food, bottled water, clothing, hygiene products, socks, underwear (male and female), feminine products, deodorant, soap, shavers, hair ties, shampoo/conditioner (travel size), lotion, toilet paper, paper, pens/pencils, backpacks, calculators, erasers, pencil pouches, baby supplies, .

Operating Times and Procedures



Times

- Start date the week of November 30th

Procedures

- Touchless sign-in - Facilitron
- Touchless Temperature check
- Limit access to one person at a time
- Wash hands prior to entering room
- Wash hands after exiting room

In the beginning, we can do shorter hours and see what times work best for students and alter the time if specific hours are not helpful.

**Due to COVID could staff One person and allow 1-2 people at a time in the facility*

Sustainability



The long-term goal is to allow the resource center to be operational as long as the center is given space on school grounds. The money will be provided through donations to keep the resource center open through fundraisers and donations.

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Future Agenda Items

DATE: November 12, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the November 12, 2020 Regular Board Meeting:

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested teacher housing (TBD)
- Board requested a presentation on Diversify Our Narrative