

**Board of Education Business Meeting****03/10/2020 05:30 PM**

Central Middle School - MPH

4795 Magnolia Avenue, Riverside, CA 92506

Closed Session- 4:00 p.m. | Open Session- 5:30 p.m.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification of accommodation in order to participate in a meeting should direct such request to the District Superintendent at 788-7135, Ext. 80417. Timely notification prior to a meeting will enable the District to make reasonable arrangements to ensure accessibility.

As required by Government Code 54957.5, copies of agenda materials are available in the District's administrative offices located at 3380 Fourteenth Street, Riverside, California. Pursuant to Government Code section 54957.5, writings that are public records that relate to an open session agenda item and are distributed to a majority of Board members less than 72 hours prior to the meeting are available for public inspection at the address listed.

The Board welcomes public comment and offers an opportunity to speak on any item within the subject matter jurisdiction of the Board, whether such item is on the agenda or not. "Request to Address the Board of Education" cards are available for anyone who wishes to address the Board and members of the Public will have an opportunity to speak, prior to the Board's deliberation on that item. Each speaker will be allowed 3 timed minutes, or a total of 20 minutes per topic if there are multiple people wishing to speak. Pursuant to Section 54954.2 of the Government Code, no action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Board or staff may briefly respond to statements made or questioned posed by persons exercising their public testimony rights. Discussion of items brought forward that are not on the agenda shall be considered for future agendas by the Board President and Superintendent.

Upon request by a student's parent/guardian, or by the student if age 18 or older, the Board Meeting Minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board pursuant to Education Code 49073.2.

Attendees**Voting Members**

Mrs. Kathy Allavie, President

Mr. Tom Hunt, Vice President

Mr. Brent Lee, Board Clerk

Patricia Lock-Dawson, Board Member

Dr. Angelov Farooq, Board Member

Freddy Hodnett, Student Board Member

A. OPENING CEREMONY

1. Call Meeting to Order at 4:00 p.m.

Board President, Mrs. Kathy Allavie, called the meeting to order at 4:05 p.m.

2. Establishment of a Quorum of the Board of Education

It was established that there was a quorum with four Board members present, Mr. Tom Hunt was absent. Student Board Member, Freddy Hodnett, attended the meeting.

possible topics such as Equity/Diversity, Community Engagement and Civic Engagement. Mrs. Lock-Dawson said staff also provided an update about the RUSD website, its current and future changes, as well as the next steps. There is a goal to optimize the district website for easy viewing on both on computers and mobile devices.

There was one request from the Public to address the Board on this topic; 1) Letitia Pepper.

L. CONSENT

The recommendation to approve the entire Consent calendar in one motion, with the exception of agenda item #L-63 and L-64 passed.

Motion made by: Freddy Hodnett

Motion seconded by: Dr. Angelov Farooq

Voting:

Mrs. Kathy Allavie - Yes

Mr. Tom Hunt - Not Present

Mr. Brent Lee - Yes

Patricia Lock-Dawson - Yes

Dr. Angelov Farooq - Yes

Freddy Hodnett - Yes

1. It is recommended that the Board of Education approve the Minutes from previous Board Meetings. (Consent)
2. It is recommended that the Board of Education approve Warrant List. No. 9. (Consent)
3. It is recommended that the Board of Education approve the Purchase Order Listing No. 9. (Consent)
4. It is recommended that the Board of Education accept the Gifts and Donations of \$100 or more in value. (Consent)
5. It is recommended that the Board of Education declare the listed electronic equipment as surplus and authorize staff to sell or dispose of said equipment in accordance with Education Code provisions. (Consent)
6. It is recommended that the Board of Education adopt Resolution No. 2019/20-40 authorizing the Riverside County Office of Education to transfer funds electronically for the purchase of property located at 13th Street, Riverside, CA. (Consent)
7. It is recommended that the Board of Education approve Resolution No. 2019/20-45 for the approval of funds that have been received, or are anticipated to be received by the District. (Consent)
8. It is recommended that the Board of Education accept the December 2019 Investment Report. (Consent)
9. It is recommended that the Board of Education accept the Building Fund (Measure O) Financial and Performance Audit 2018-2019 Report. (Consent)
10. It is recommended that the Board of Education approve the renewal of Milk, Dairy, Fruit juice and Ice Cream Products RFP No. 2017/18-10 to Hollandia Dairy for the 2020-21 school year all terms and conditions will remain the same. (Consent)
11. It is recommended that the Board of Education approve the renewal of Fresh Bread and Tortilla Products RFP No. 2017/18-11 to Gold Star Foods for the 2020-21 school year all

terms and conditions will remain the same. (Consent)

12. It is recommended that the Board of Education approve the renewal of Fresh Bread and Tortilla Products RFP No. 2017/18-11 to Moreno Brothers Distributors for the 2020-21 school year all terms and conditions will remain the same. (Consent)
13. It is recommended that the Board of Education approve the renewal of Fresh Produce RFP No. 2017/18-12 to Sunrise Produce for the 2020-21 school year all terms and conditions will remain the same. (Consent)
14. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 1 - General Construction to Dalke and Sons Construction, Inc. (Consent)
15. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 2 - Concrete to Inland Building Construction Company, Inc. (Consent)
16. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 3 - Drywall to Caston, Inc. (Consent)
17. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 4 - Painting to CTG Construction, Inc. dba C.T. Georgiou Painting, Inc. (Consent)
18. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 5 - Roofing to Danny Letner Inc. dba Letner Roofing, Inc. (Consent)
19. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 6 - Heating, Ventilation and Air Conditioning - HVAC to Simco Mechanical, Inc. (Consent)
20. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 7 - Plumbing to Platinum Construction, Inc. (Consent)
21. It is recommended that the Board of Education award Bid No. 2019/20-10 for Andrew Jackson Elementary School Addition and Alteration - Bid Category 8 - Electrical to Champion Electric, Inc. (Consent)
22. It is recommended that the Board of Education award Bid No. 2019/20-11 for John Adams Elementary School New Building, Modernization and Interim Housing - Bid Category 1 - Demolition, Earthwork and Paving to Crew, Inc. (Consent)
23. It is recommended that the Board of Education award Bid No. 2019/20-11 for John Adams Elementary School New Building, Modernization and Interim Housing - Bid Category 2 - Concrete and Reinforcing Steel to K.A.R. Construction, Inc. (Consent)
24. It is recommended that the Board of Education award Bid No. 2019/20-11 for John Adams Elementary School New Building, Modernization and Interim Housing - Bid Category 3 - Rough Carpentry to Cuyamaca Construction, Inc. (Consent)
25. It is recommended that the Board of Education award Bid No. 2019/20-11 for John Adams Elementary School New Building, Modernization and Interim Housing - Bid Category 4 - Finished Carpentry to David M. Bertino Manufacturing, Inc. (Consent)

**RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES**

MARCH 7, 2019

Lisa Marquez, VP
Sunrise Produce
500 Burning Tree Rd.
Fullerton, CA 92833

Re: "Fresh Produce" RFP #2017/18-12 – Award Agreement Renewal

Congratulations! The Riverside Unified School District Board of Education accepted our recommendation to renew the award to Sunrise Produce for the 2019-20 school year. As part of our agreement, we will need a certificate of insurance to include Riverside Unified School District Nutrition Services as part of your Comprehensive General Liability Insurance, Comprehensive Automobile Liability and Worker's Compensation Insurance no later than July 1, 2019. An updated price list will be required no later than June 1, 2019 for bid pricing effective July 1, 2019. We will be issuing an updated Purchase Order to your company for the 2019-2020 school year.

Effective July 1, 2019, ordering and delivery service will be provided to all secondary sites on Monday and Thursday. The Central Kitchen/Nutrition Center request deliveries on Monday and Thursday or as needed basis. Summer School services will be modified as needed. All specifications, terms and conditions of signed bid are hereby included with full force and like effect as if fully rewritten herein. The vendor is required to comply to the Buy American Provision per 7 CFR, sections 210.21(d) and 220.16(d). Please sign and return this agreement letter in the enclosed envelope.

I look forward to working with your company in providing fresh produce to the students and staff of Riverside Unified School District.

Sincerely,



Kirsten Roloson

Interim Director, Nutrition Services



Signature - Sunrise

3-25-19
Date



Nutrition Services
6050 Industrial Ave.
Riverside, Ca
92504

PHONE 951-352-6740
FAX 951-778-5712
EMAIL kroloson@rusd.k12.ca.us

This Institution is an equal opportunity provider.



February 13, 2020

Riverside USD
Nutrition Services
6050 Industrial Ave.
Riverside, CA 92504

Re: Riverside USD – Fresh Produce Proposal #2017/18-12

Sunrise Produce Company is pleased to provide you with an offer to roll over your existing produce agreement with us for the 2020-2021 school year in accordance with the same bid terms and conditions.

We look forward to servicing your district with all your produce needs. We appreciate your trust and confidence.

Best regards,

Lisa Marquez

Lisa Marquez, Executive Vice President



March 13, 2019

Re: Fresh Produce "Piggyback" 2019-2020

Perris UHSD
Audrey Mitchell
Director of Nutrition Services

Dear Audrey,

Sunrise Produce Company was awarded the contract for Distribution of Fresh Produce for Riverside USD, which is based on their "RFP" Request for Proposal #2017/18-12 Fresh Produce. The original term of the contract initiated on July 1, 2018 through June 30, 2019. The contract is being extended to Sunrise Produce for the 2019-2020 school year in accordance with the "Piggyback" clause which allows your district to purchase Fresh Produce with the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

Sunrise Produce Company would like to extend this "Piggyback" offer to your district for the 2019-2020 school year.

Sincerely,

Lisa Andrea Marquez
Sunrise Produce Company
Executive Vice President
951-757-5972



February 12, 2019

Riverside USD
Nutrition Services
6050 Industrial Ave.
Riverside, CA 92504

Re: Riverside USD – Fresh Produce Proposal #2017/18-12

Sunrise Produce Company is pleased to provide you with an offer to roll over your existing produce agreement with us for the 2019-2020 school year in accordance with the same bid terms and conditions.

We look forward to servicing your district with all your produce needs. We appreciate your trust and confidence.

Best regards,

Lisa Marquez
Vice President of Sales

Lisa Marquez

Lisa Marquez, VP of Sales

date: 2-12-2019

**RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES
MAY 16, 2018**

Janette Duran
Sunrise Produce
500 Burning Tree Rd.
Fullerton, CA 92833

RE: NOTICE OF INTENT TO AWARD RFP #2017/18-12 FRESH PRODUCE

The Riverside Unified School District Nutrition Services Department would like to thank you for submitting a complete proposal for our produce needs.

Based on the criteria as outlined in the proposal documents, it was determined your proposal was the lowest, responsive and responsible proposer for the product and services. Therefore, Nutrition Services is recommending to the Board to award Sunrise Produce the contract for the services outlined in the above proposal. Once the Board approves our recommendation, we will execute a signed agreement for this award.

We look forward to the next school year in providing fresh produce to the students and staff at Riverside Unified School District.

Sincerely,



Kirsten Roloson
Interim/Assistant Director



Nutrition Services
6050 Industrial Ave.
Riverside, Ca
92504

PHONE 951-352-6740
FAX 951-778-5712
EMAIL kroloson@rusd.k12.ca.us



Sunrise Produce Company
500 Burning Tree Road
Fullerton, CA 92833
1-800-834-4926 (Office) 1-323-582-5222 (Fax)
www.sunriseproduce.com

Request for Proposal #2017/18-12
Fresh Produce

Riverside USD
6050 Industrial Ave.
Riverside, CA 92504

May 15, 2018

In 1991, Sunrise Produce Company opened its doors to meet the growing and diverse needs of our Southern California clients ranging from school districts, Foodservice and Restaurant operators for premium fresh food products and specialty distribution. Sunrise is a leading wholesale food distribution company located on the border of Los Angeles and Orange County. Our goal has always been to provide our customers with access to the highest quality fresh foods which includes, but isn't limited to produce, dairy and tortillas. We work with the most reputable growers, manufactures and suppliers in our industry.

Sunrise Produce Company is proposing to enter into a partnership with the Riverside USD that will meet your on-going fresh produce needs. We are looking forward to creating a long term relationship wherein our combined synergies will encourage healthier nutritional habits by supporting your efforts.

We are committed to operating within the highest ethical standards and management practices. Our dedicated Sunrise team; many of whom have been promoted from within and have been with Sunrise Produce for many years, continually search for ways to improve our service and meet the unique needs of each customer. Our reputation for superior service and product knowledge is reflected in the daily performance of each and every Sunrise Produce team member. From its inception, Sunrise Produce Company have focused on sourcing produce that is quality, nutritious and cost effective.

At Sunrise Produce Company food safety and quality assurance isn't just our initiative, it's our way of life. With our alliance of quality growers, manufacturers and suppliers, our food service customers trust us to provide them top quality products at the leading market price. Our growers, manufacturers and suppliers must meet specific food safety guidelines for quality assurance and are inspected by an approved third-party auditor. A meticulous review of their supplier's food safety program, recall program and employee training program is also conducted to ensure the safety and satisfaction of our partners. We offer industry-leading technology as a means to seamlessly trace and track product accountability with a full staff of Customer Account Managers readily available. Our dedication to food safety is paramount to the success of Sunrise Produce Company and our customers.

At Sunrise Produce Company, we are committed to procuring only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation, and Quality Assurance. Sunrise Produce Company operates and follows strict food safety protocols and has an in depth HACCP program. Sunrise Produce Company is **PrimusGFSI Certified**—the highest certification in Food Safety that is accepted worldwide. Sunrise Produce Company follows the guidance of this Global Food Safety Initiative (GFSI) which is industry driven to implement food safety management systems necessary to ensure the safety of your food throughout our supply chain. Our Primus GFSI audit includes: 1. Food Safety Management Systems (FSMS), 2. Good Manufacturing Practices (GMP's) and 3. Hazard Analysis Critical Control Points (HACCP). Sunrise Produce Company implements a comprehensive HACCP Program defining and justifying risk for each ingredient and product. We adhere to the highest HACCP standards and hold third party audit certifications. Our HACCP Plan defines the procedures for maintaining control of potentially hazardous food at the critical control points of food preparation or processing. Our HACCP Plan encompasses all food products that are fresh (whole, cut, Ready To Eat) and raw (when a further process is needed e.g. cooking, sanitizing, etc.). Our HACCP Plan includes:

- Identification of each Critical Control Point (CCP)
- Critical limits for each CCP
- Monitoring procedures for each CCP
- Corrective action that will be taken when there is a loss of control at a CCP
- Verification procedures that will ensure proper monitoring of each CCP
- Written procedures for employee training in HACCP plan procedures
- A list of food service equipment that is used at each CCP

In the first step of our HACCP Plan, food products are received under proper transportation condition. After receiving these products at our warehouse, each load is inspected according to the receiving procedure in place, counted and entered in the system. Once the product is accepted, each load is properly identified and coded according to the traceability program in place. The received products are then stored in coolers, freezers or dry areas depending on the type of product. When orders are placed and ready to be shipped, all the components of the order are properly identified according to the traceability program and prepared according to the current good manufacturing practices program in place. When required the product is repacked according to customer specifications following the good manufacturing practices program in place. The product is then loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.

We have a comprehensive written Food Defense Plan. This program protects the food stored and distributed at Sunrise Produce Company and covers the property and building Sunrise Produce Company leases. This plan also addresses areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors. We have guarded facility 24 hours of the day as well as a surveillance video system in place that covers all access and critical areas. Our doors remain locked at all times and are only unlocked with employee security badges. All visitors are required to be checked in at the main entrance before being let into our facility. All visitors must sign a copy of our Good Manufacturing Practices. All employees are required to carry and use their security badges in order to access our facility. All biosecurity measures are covered in our HACCP Plan to define and justify risk for each ingredient and product that we store. Our Food Defense Plan identifies all key areas of the facility and are assessed for risk. Key measures, procedures, and corrective actions are established to ensure the safety of the products and employees. All storage of maintenance equipment and chemicals are stored and locked away in separate areas accessible to only authorized personnel. To ensure the safety of our computers, they are backed by an updated virus and firewall protection software that is only accessible assigned personnel. In the event that trucks must be used for "Less than Full" shipments, these trucks are kept completely secure while in transit. Water quality is ensured through annual and outside 3rd party laboratory testing. Our water supplies are equipped with backflow preventions and come from a municipal supply. Any chemicals used for pest control purposes are not stored in our facility and are ONLY used by a certified pest control technician. All of our employees undergo a criminal background check prior to being hired and the responsibility of every employee is to immediately report to their direct supervisor any observed unusual behavior and/or unrecognized individuals on the premises.

Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually. In the event of a product recall. Our Recall Coordinator (either the President or the Quality Control Manager) immediately notifies and assembles the Recall Team. The Recall Team consists of QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller who assimilate, interpret and organize all information developed by others pertinent to the recall. Food Illness Forms are carefully reviewed by the Recall Team. If warranted, a product market withdrawal, product replacement, or recall is initiated. Once the scope of the recall has been decided, arrangements for recovery and replacement will be made. The quantity of product made and distribution points will be identified. Customers, distributors, and contract warehousing suppliers will be notified immediately in writing by a designate of the recall coordinator of recall action. The letter will consist of the following information: 1. Product description; 2. Use By date and Batch #; 3. How product will be picked up or returned to Sunrise; 4. How product will be replaced to customers so as not to disrupt regular business. An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved). All products purchased and stored in our warehouse have a traceability program in place. This is done through several steps. All products are first purchased through a Purchasing Order (PO) # with our computer system, Produce Pro. This computer system also stores all vendors contact information, product descriptions, weights and

count sizes. Once products are received, our receiving department inspects and counts products, making sure the PO # and the receiving ticket match. The item and amount is received into the Produce Pro system. Then all incoming boxes or totes are marked with a sticker that has the PO# and the Julian date. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received. By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.

Sunrise Produce Company is constantly adding to its capabilities, engaging the very best talent, providing training, education and pursuing the most quality standards. With each new customer requirement, the Company has adapted itself as necessary to accelerate our pace of achievement. Today, we are a respected, trusted partner. Tomorrow we will continue to build on this reputation and record of achievement, maintaining our momentum into the future.

Sunrise Produce Company recognizes the responsibility to our employees, our community and our environment to be socially responsible. We have under-taken many steps to become more environmentally-conscious. We've invested in energy-efficient equipment throughout our facility and are the proud recipients of the Energy Efficiency Award. Our Eco-Friendly programs encompass Energy Conservation, Recycling and Fuel Conservation.

In partnership with PACA (Perishable Agricultural Commodities Act); Sunrise Produce Company abides by the fair trading practices established by PACA; and has a license # 941079 that is "Active". Please visit www.ams.usda.gov/PACA for further information on our good standing with PACA. Sunrise Produce has never been refused or revoked a PACA license.

Sunrise Produce Company is passionate about every aspect in the wonderful world of child nutrition and we promise to provide your coop with overall value and service that meet your needs.

Sincerely,

Lisa Andrea Marquez

Lisa Andrea Marquez
Executive Vice President
Sunrise Produce Company



REQUEST FOR PROPOSALS

RFP # 2017/18-12

Riverside Unified School District

FRESH PRODUCE

May 15, 2018
6050 Industrial Avenue, Riverside, CA 92504

RIVERSIDE UNIFIED SCHOOL DISTRICT
6050 Industrial Avenue
Riverside, CA 92504
NOTICE CALLING FOR PROPOSALS
Proposal No. 2017/18-12

NOTICE IS HEREBY GIVEN that the Riverside Unified School District of Riverside County, acting by and through its governing Board, hereinafter referred to as the DISTRICT is requesting proposals for **FRESH PRODUCE**.

Companies interested in bidding can request a proposal packet from the following website: <https://remote.rusd.k12.ca.us/planholdersregistration/> to register and download the full bid. Each bid must conform and be responsive to the bid documents. Proposals must be delivered in sealed envelopes marked "**Proposal No. 2017/18-12 FRESH PRODUCE**" to the Nutrition Services Department, 6050 Industrial Ave, Riverside, CA 92504, up to, but no later than, **10:00 am, May 15, 2018** at which time they will be opened and publicly read. All proposals must be submitted on forms furnished by the District.

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

To Be Published: Press Enterprise on April 30, 2018 & May 7, 2018
 Riverside USD Website on April 30, 2018

NOTICE OF INTENT

It is the intent of the Riverside Unified School District to award one or more contract(s) as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- B. **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **“District”** refers to the Riverside Unified School District (RUSD) the entity providing the RFP.
- D. **“Proposer”** refers to the person/firm that submits the proposal to this RFP. Term “Bidder” may also be used.
- E. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **“Proposal”** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- G. **“RFP”** refers to this Request for Proposals.
- H. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- J. **“Vendor”** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP. Term Bidder may also be used for Vendor.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Riverside Unified School District is pleased to provide you with document forms enabling you to respond to this year's FRESH PRODUCE proposal.

Riverside Unified School District serves more than 24,000 meals daily.

Riverside Unified School District – Nutrition Services Department is responsible for this proposal and will respond to any questions and requests for information.

The bidding documents in the packet include:

- Document Check-Off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions and Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposer Criteria Form
- Proposal Form
- Non-Collusion Declaration – Notary is not required
- Equal Opportunity Employment
- Certificate and Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension and Debarment Certification
- Iran Contracting Act
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco-Free Workplace
- Contractor's Certification – Workers' Compensation
- Clean Air and Water Certification
- Certification for Buy American Provision (2 pages)
- Printed Spreadsheet - Prices
- USB Flash Drive –Proposer is to provide and submit which includes Proposal Spreadsheet - Prices

Riverside Unified School District, is trying to make process of bidding and purchasing more efficient. You are required to download the Price spreadsheet for completion. However, a completed, signed printout of the spreadsheet is required and must be included on a USB flashdrive in your sealed proposal package when it returned.

Please take special notice of all the terms and conditions in the proposal documents in order to be a successful Proposer. A document check-off sheet has been included to assist you.

Thank you for taking the time to earn our business. We hope many of you are successful in your proposal and that we will enjoy a mutually profitable relationship with your company.

Sincerely,

Kirsten Roloson
Nutrition Services Interim Director/Assistant Director
Riverside Unified School District

Riverside Unified School District Document Check-Off Sheet

- Vendor Questionnaire – Pg. 21-22
- Proposer Criteria Form (Provides minimum requirements of proposers and references) - Pg. 24
- Proposal Form (Document in which proposer agrees to the terms of the proposal as awarded) – Pg. 25
- Non-Collusion Declaration with Signature – Pg. 26
- Equal Opportunity Employment – Pg. 27
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal.)- Pg. 28
- Certificate and Disclosure Statements (This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000)- Pg. 29-31
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) - Pg. 32
- Iran Contracting Act Certification – Pg. 34
- Contractor’s Certification – Regarding Drug-Free Workplace – Pg. 35
- Contractor’s Certification – Alcoholic Beverages and Tobacco-Free Workplace – Pg. 36
- Contractor’s Certification – Workers’ Compensation – Pg. 37
- Clean Air and Water Certification – Pg. 38
- Certification for Buy American Provision – Pg. 39-40
- Electronic Media/USB Flashdrive (Contains the bid price and usage form in PDF Acrobat format) – Vendor to Provide
- Printed Proposal Worksheet with Signature – Vendor to provide Original Copy

Please COMPLETE, SIGN & RETURN the above items with your sealed proposal. Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive.



Signature

5-11-18

Date

**RIVERSIDE UNIFIED SCHOOL DISTRICT
FRESH PRODUCE**

INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. PREPARATION AND SUBMISSION OF PROPOSAL FORM

RIVERSIDE UNIFIED SCHOOL DISTRICT on behalf of the Riverside Unified School District invites proposals on the forms enclosed to be submitted no later than, **10:00 a.m., May 15, 2018**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside "**Fresh Produce – RFP No. 2017/18-12**". It is the sole responsibility of the Proposer to ensure that the proposal is received by **10:00 a.m., May 15, 2018**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

2. PROPOSAL OPENING

All proposals shall be publicly opened at **10:00 a.m., May 15, 2018** at the:
RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
CONFERENCE ROOM – 2ND FLOOR
6050 Industrial Avenue
Riverside, CA 92504

3. SIGNATURES

Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

- | | |
|-----------------------------|----------------------------------|
| 1. Chairperson | 6. Assistant Corporate Secretary |
| 2. President or CEO | 7. Treasurer or CFO |
| 3. Vice-President | 8. Assistant Treasurer |
| 4. Assistant Vice-President | 9. General Counsel |
| 5. Corporate Secretary | 10. Assistant General Counsel |

RUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.

4. MODIFICATIONS AND CORRECTIONS: Changes in or additions to the Price Pricing Spreadsheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. No oral or telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.

5. WITHDRAWAL OF PROPOSAL: Any Proposer may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.

6. INTERPRETATION OF PROPOSAL DOCUMENTS: If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Nutrition Services Director of the RIVERSIDE UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers.

Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. Riverside Unified School District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.

7. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2018, through June 30, 2019. Prices must remain firm until December 31, 2018.
8. **PRICES:** Enter price on each item separately. All prices must be firm from July 1, 2018 through June 30, 2019. Riverside Unified School District may allow ONE price increase after December 31, 2018 with a thirty (30) calendar day written notice, however price increase may only be allowed based on the percentage of price increase for products that are at or below the consumer price increases for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) website. The Vendor may use the preceding six (6) months, March to September. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District. Absolutely no fuel surcharges or any form of delivery fee may be levied during the term of this agreement.
9. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, each successful Proposer shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a District purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a District purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
10. **SAMPLES:** Riverside Unified School District reserves the right to request samples of items prior to the award, if the Proposer is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply: **Samples are not requested for this proposal.**
11. **BRANDS, SIMILAR PRODUCTS, "Or Equal":** Whenever RUSD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.
12. **GRADES OF FOOD PRODUCTS:** All fruits, vegetables or meats are to meet the specified grades as defined by the USDA Agricultural Marketing Service "AMS." The AMS webpage may be found at: <https://www.ams.usda.gov/grades-standards>
13. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Proposer whose proposal is under consideration for award may be required to submit satisfactory evidence showing his financial resources. The District requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
14. **PROPOSAL DOCUMENT:** The complete proposal includes the following documents: Notice Inviting Proposals, Instructions to Proposers, General Conditions, Non-Collusion Declaration, Equal Opportunity Employer, Proposal Form, Copy of Pricing Spreadsheet, USB Flashdrive of Pricing Spreadsheet, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Certification for Buy American Provision, Iran Contracting Certification, Drug Free Workplace Certification, Tobacco Free Certification, Workers Compensation Certification, Air and Water Certification, and Vendor Questionnaire. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a

proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

15. **TAXES:** Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.
16. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school or District site location placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all accessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
17. **QUANTITIES:** Quantities shown are estimated usage of the District for the proposal period. The District reserve the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Prices shall be firm for all school and site locations and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities. (Usage quantities are not guaranteed but are included for information.)
18. **INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
19. **FOOD DEFENSE:** Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Proposer's disqualification for contract award.
20. **SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
- Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.
21. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to school site locations, the Vendor must immediately notify the Nutrition Services Department with all pertinent information regarding the recall.
22. **CREDIT MEMOS:** The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Nutrition Services Accounting Department.

- 23. TERMINATION OF AGREEMENT WITHOUT CAUSE:** The District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.
- 24. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
- 25. MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for four (4) additional fiscal school years.

The extension may be granted on a year by year basis provided that the following conditions are being met:

- A. The Director of Nutrition Services has deemed the products and services of the vendor satisfactory.
- B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
- C. The percentage of price increase for products are at or below the consumer price increase for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) website (<http://www.bls.gov/data/>). The Vendor may use the preceding twelve (12 Months) April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Nutrition Services.
- D. If prices were increased midyear (see Instructions & Information for Proposers Item #8) the total increase in contract prices (July to June) shall not exceed item "C" listed above.
- E. Documentation of Insurance Coverage, (General Conditions, Item #9) shall be resubmitted with each request for contract extension.

26. PROPOSAL FORM DIRECTIONS:

- A. Proposer is to use the Pricing Spreadsheet template provided on the website accompanying the proposal documents.
- B. Proposer is to enter the brand/trade name and stock keeping unit (SKU) number in appropriate columns of Price Proposal Form. When one or more items are co-specified by District stating "as specified" will not satisfy this requirement. In executing a purchase order, the District will require the exact brand name and SKU number for ordering.
- C. Proposer is to enter case pricing in the appropriate column of the spreadsheet.
- D. Discounted pricing based on volume purchasing or quantity discounts is to be included on the last column of price form. This is the appropriate column on the spreadsheet.
- E. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in the appropriate column.

- F. **A printed copy of the price spreadsheet must accompany the proposal. In addition, the completed price spreadsheet is to be included in a USB Flashdrive as part of the formal proposal.** In the case of discrepancies, the printed and signed copy of the prices will be deemed the true proposal document and the basis of the award.
 - G. Proposer is to complete requested information on pricing spreadsheet from cover through final spreadsheet page.
 - H. Proposer is to submit all pricing spreadsheet pages, even those without responses.
 - I. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 11 of the "Instructions to Proposer."
 - J. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal. Proposers are to submit the unit price for each item, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the last column. A single case price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.
 - K. **The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
 - L. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.
- 27. PROPOSAL PROTESTS PROCEDURES:** Any bidder may file a bid protest. The protest shall be filed in writing with the Director of Nutrition Services not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- A. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
 - B. **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the CBO of Governmental Relations or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Riverside Unified School District
Attn: Mays Kakish – CBO/Governmental Relations
3380 14th St., Riverside, CA 92506

- C. **Appeal Review:** The CBO of Governmental Relations or their designee shall review the decision on the bid protest from the Director of Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Nutrition Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- D. **Reservation of Rights to Proceed with Project Pending Appeal.** The District reserves the right to proceed to award the bid item or project and commence construction pending an appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- E. **Finality.** Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
- 28. COURIER DELIVERIES:** It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Riverside Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposals are due in the Nutrition Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Nutrition Services Department located at 6050 Industrial Avenue, Riverside, CA 92504.**
- 29. BUY AMERICAN PROVISION:** Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States AND the cost of domestic components must exceed 50 percent of the cost of all the components. Certification should include the country of origin for both domestic and imported food products. The District requires that suppliers certify the percentage of U.S. content in products supplied to us. Proposer is required to certify all domestic product to have at least 51% United States content. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. . If Vendor is awarded this proposal, they will be required to provide certification of the origin of each food product listed.

End of Instructions and Information for Proposer

GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The soliciting District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date. Riverside Unified School District reserves the right to award to one or more Proposers.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

It is the intention of Riverside Unified School District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **PLACEMENT OF ORDERS AND LEAD TIME:** Orders shall be issued directly to the vendor by the District, commencing from proposal award (July 1, 2018 through June 30, 2019). Each school location and District will place their orders directly. Ordering and lead-time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.
3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the District and delivered at or below awarded price.

The attached lists of proposal items have been vetted through our menu item review process and have been determined acceptable in regards to nutrient content including saturated fat, sodium, and trans fat. Any substituted items must include nutrient content documentation (Product Formulation Statement) that also contains specific information that includes saturated fat, sodium, and trans fat.

4. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the school location or district site placing the order.
5. **DISCOUNTS :** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
6. **INVOICES:** Invoices shall be submitted in triplicate to the District and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the District. Access to on-line invoices are preferred. Riverside Unified School District requests 30 day net.
7. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.

8. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
9. **INSURANCE:** Without limiting vendor's indemnification of Riverside Unified School District, Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to Riverside Unified School District and evidence of such program(s) satisfactory to the District shall be delivered on or before the effective date of contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name the school district as an individual issuer, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence, \$5,000,000 aggregate.

2) Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B) Workers' Compensation

A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.

C) Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.

10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.
11. **DEFAULT:** Riverside Unified School District may by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:
- A. The Vendor fails to make delivery within the time specified herein.
- OR**
- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to

procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that the District terminates their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the District for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the participating school site locations or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Agreement, which have not been terminated.

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

Background

Pursuant to Education Code Section 45125.1, it may be necessary for RUSD to determine whether a contractor or independent contractor must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract or consultant providing services to RUSD in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when RUSD determines that the employees of the entity or the independent contractor will have limited contact with pupils.

In determining whether a contract employee or independent contractor has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the supplier unless and until such time as an incident involving supplier employee(s) making deliveries to the RUSD sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. PERFORMANCE BOND:

On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2CFR, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold . *(Individual Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required by the lead district for the bid) Riverside Unified School District does not require a bond.*

15. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

16. ENERGY POLICY AND CONSERVATION ACT: Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

17. INDEPENDENT CONTRACTORS: While providing the items included herein, the Vendor is an independent contractor and not an officer, employee, or agent of the District.

18. NON-DISCRIMINATION ENDORSEMENT: Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. Vendor is required to sign the Equal Opportunity Employer endorsement included with this agreement.

19. ASSIGNMENT OF THE AGREEMENT: No agreement awarded under this proposal shall be assigned without the prior written approval of the Director of Nutrition Services.

20. LIABILITY/COPYRIGHT: The Bidder shall hold the District, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

21. DELIVERY FREQUENCY: All prices shall be quoted FOB destination. Destination shall be the school site locations placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer.

Below is the list of School Site locations and the frequency of deliveries per week. Delivery, times, locations and frequency are subject to change based on District needs.

School Site Name	# of Drops	Frequency -MINIMUM 1
Central Kitchen – Nutrition Center	1 - CENTRAL WAREHOUSE	2-5 PER WEEK
Arlington High School	1	1-2 PER WEEK
King High School	1	1-2 PER WEEK
North High School	1	1-2 PER WEEK
Poly High School	1	1-2 PER WEEK
Ramona High School	1	1-2 PER WEEK
Central Middle School	1	1-2 PER WEEK
Chemawa Middle School	1	1-2 PER WEEK
Earhart Middle School	1	1-2 PER WEEK
Gage Middle School	1	1-2 PER WEEK
Miller Middle School	1	1-2 PER WEEK
Sierra Middle School	1	1-2 PER WEEK
University Middle School	1	1-2 PER WEEK

22. QUANTITIES: Quantities shown are estimated usages of the District for the proposal period. The District reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Price proposal shall be firm for and shall not increase or include shipping or any additional handling fees for orders in small quantities. (These quantities are not guaranteed but are included for information.)

23. "PIGGYBACK" CLAUSE: For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The RIVERSIDE UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: *DX*

Piggyback option not granted: _____

24. PROPOSERS DISCLOSURE INFORMATION: All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. PROPOSER CRITERIA FORM: The Proposer Criteria Form must be completed and submitted with the proposal.

26. CERTIFICATIONS:

A. The **VENDOR** shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The **VENDOR** shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of The Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
- Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
- Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the **VENDOR** agrees not to use a facility listed on the EPA's List of Violating Facilities

C. Debarment Certification

The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

D. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

E. Energy Policy and Conservation Act: <http://legcounsel.house.gov/Comps/EPCA.pdf>.

The VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. Contract Work Hours and Safety Standards Act Compliance:

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. The Certification Regarding the Iran Contracting Act

H. The Contractors Certification – Regarding Drug-Free Workplace must accompany this proposal.

I. The Contractors Certification – Alcoholic Beverages and Tobacco-Free Workplace must accompany this proposal.

J. The Contractors Certification – Workers' Compensation must accompany this proposal.

K. Clean Air and Water Certification.

L. Certification “Buy American” Provision.

End of General Conditions

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive and responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer’s goods or services a) Reference checks b) Vender Questionnaire	10
2	The quality of the Proposer’s goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

1. **GEOGRAPHIC PREFERENCES:** RUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by RUSD in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.
2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). RUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. RUSD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any contract resulting from this RFP is non-exclusive. RUSD reserves the right to make no awards or award one or more contracts, in part or in whole, to a single Vendor or to multiple Vendors.
4. **DISQUALIFICATION:** Proposer may be disqualified before or after RUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor’s response may also result in disqualification.

5. SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS

ENTERPRISE (MWDVBE): RUSD in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in RUSD and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders.**

A) Further information can be found at the following PCC web sites.

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=

B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website, <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

6. AWARD OF CONTRACT: In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to RUSD.

7. FORMATION OF CONTRACT: A signed and submitted Proposal constitutes an offer to Contract with RUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by RUSD after approval by the RUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the vendor(s).**

RUSD does not sign Vendor contract forms. In the event that RUSD awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

8. MODIFICATIONS TO THE CONTRACTED LIST: During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

There may be occasions when the District needs to purchase goods not included in the existing contract. Such purchases will be made using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the contract through an addendum at the renewal of the contract. Upon a renewal, then the above Ten Percent (10%) option will be exercised.

Riverside USD
Request for Proposal #2017/18-12
Vendor Questionnaire Answers

1. Sunrise Produce Company will work with your district and implement a successful delivery plan for locations listed on the bid.
2. Sunrise Produce Company will work with your district and implement a successful delivery plan for locations listed on the bid.
3. No
4. Sunrise Produce Company's regularly maintained fleet of refrigerated trucks consists of 70 bobtail units and 5 tractor trailers and 2 reefer vans, currently with 15 lift gates. Sunrise Produce Company has invested in fleets of fuel efficient trucks that meet or exceed California environmental requirements. The fleet varies depending on equipment. Our most recent purchase is 20 trucks that are 2017 international or freightliner. All have either carrier 760 or 860 reefer units that are capable of subzero temperatures to accommodate either refrigerated or frozen products. All of our equipment has encapsulated leases meaning the companies we lease from handle all inspections and maintenance on a mileage/90 day schedule in accordance with CHP and DOT standards. All equipment is yard checked daily and anything we see gets called into the appropriate lease company. Once notified, a mechanic is dispatched to our terminal to repair equipment.
5. Sunrise Produce Company will strive to meet all of your expectations on a daily basis. In the event of a product shortage or special request (hot shots) product will be replaced same day, providing equal or greater quality product as soon as possible. Our Customer Service department will notify each school site with a resolution by 6 a.m. Substituted products will always be of equal value and will meet the necessary NSL meal requirements that was ordered originally.

6. Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually. In the event of a product recall. Our Recall Coordinator (either the President or the Quality Control Manager) immediately notifies and assembles the Recall Team. The Recall Team consists of QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller who assimilate, interpret and organize all information developed by others pertinent to the recall. Food Illness Forms are carefully reviewed by the Recall Team. If warranted, a product marked withdrawal, product replacement, or recall is initiated. Once the scope of the recall has been decided, arrangements for recovery and replacement will be made. The quantity of product made and distribution points will be identified. Customers, distributors, and contract warehousing suppliers will be notified immediately in writing by a designate of the recall

coordinator of recall action. The letter will consist of the following information: 1. Product description; 2. Use By date and Batch #; 3. How product will be picked up or returned to Sunrise; 4. How product will be replaced to customers so as not to disrupt regular business. An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved). All products purchased and stored in our warehouse have a traceability program in place. This is done through several steps. All products are first purchased through a Purchasing Order (PO) # with our computer system, Produce Pro. This computer system also stores all vendors contact information, product descriptions, weights and count sizes.

Once products are received, our receiving department inspects and counts products, making sure the PO # and the receiving ticket match. The item and amount is received into the Produce Pro system. Then all incoming boxes or totes are marked with a sticker that has the PO# and the Julian date. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received. By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.

7. Sunrise Produce Company defines emergency orders as any produce need due to unforeseen circumstance beyond the control of either party. If you should require an emergency order due to unforeseen circumstances, the following procedures would be implemented to ensure your deliveries are met.

- a. Contact our customer service department and/or your Sunrise Sales Representative to communicate what level of emergency delivery should be implemented. Will this be a same day order? Will this be delivered the next day?
- b. If you are not able to communicate with us due to the emergency. Sunrise Produce will duplicate your previous order and have it delivered to your school site on your next delivery date to ensure you do not go without product.

8. Sunrise Produce Company was founded in 1991. 2018 marked 26 continuous years of sustained growth. We attribute our exceptional success to the dedicated and skilled employees who take pride in consistently addressing our customer issues with enthusiasm and professionalism in mind. As a team with shared values and a shared future, we look forward to 2019 and beyond with confidence. Our objective is to ensure that your school districts success is sustained.

9. No

10. No

RIVERSIDE UNIFIED SCHOOL DISTRICT

**CERTIFICATIONS & BID PRICE PROPOSAL
TO BE SUBMITTED WITH
AGREEMENT**

PROPOSER CRITERIA FORM

RUSD requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 100-mile radius of the delivery points of the District
- Have three current school district references

Please provide three current school district references:


1. School District: See attached
 a. Address: _____
 b. Contact Person: _____
 c. Telephone Number: _____
 d. Number of Deliveries per year: _____

2. School District: See attached
 a. Address: _____
 b. Contact Person: _____
 c. Telephone Number: _____
 d. Number of Deliveries per year: _____

3. School District: see attached
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 Number of Deliveries per year: _____

DAVID JAPIA
Name of Preparer

PRESIDENT
Title


Signature of Preparer

5-11-18
Date

By signing this form, you are verifying that your company meets the requirements stated above.

REFERENCES

1. Fontana USD - Trieste Chiquete
 - a. 9680 Citrus Ave., Fontana CA 92335
 - b. 909-357-5160
 - c. Trieste.chiquete@fusd.net
 - d. 1,200

2. Santa Ana USD - Mark Chavez
 - a. 1601 E. Chestnut Ave., Santa Ana, CA 92701
 - b. 714-431-1924
 - c. Mark.Chavez@SAUSD.US
 - d. 1,400

3. Paramount USD - Chris Stamm
 - a. 8555 E. Flower Street, Paramount CA
 - b. 562-602-6031
 - c. CStamm@paramount.k12.ca.us
 - d. 1,100

RIVERSIDE UNIFIED SCHOOL DISTRICT
FRESH PRODUCE
PROPOSAL FORM

Proposal Number 2017/18-12

Proposal Closing Date: 10:00 a.m., May 15, 2018

Proposal Closing Site: Riverside Unified School District, Nutrition Services Department

To: Director of Food Services,

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposes and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
- 2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Proposer shall complete and sign, the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm SUNRISE PRODUCE CO.

Address of Firm (street, city, state) 500 BURNING TREE RD. FULLERTON
CA, 92833

(Name) DAVID SAPIA

(Title) PRESIDENT

of the Proposer, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal No. 2017/18-12, and all the representations herein made, are true and correct.

Executed this 11TH day of MAY, 2018,

at ORANGE (County).

[Signature]
Signature

(323) 726-8789
Telephone

Date 5-11-18

END OF PROPOSAL FORM

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the PRESIDENT of SUNRISE PRODUCE the party making the foregoing
proposal. CO.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.



(Signature of Officer)

DAVID SAPIA
(Typed Name of Officer)

PRESIDENT # 323-726-8789
(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

5-11-18 [Date], at FULLERTON [City], CA [State].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the SUNRISE PRODUCE CO.

(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 5-11-18

DAVID SAPIA - PRESIDENT
CONTRACTOR

By:  _____

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: Riverside Unified School District		Agreement Number: 6721-00
Address of School Food Authority: 6050 Industrial Avenue, Riverside, CA 92504		
Printed Name and Title of Submitting Official: Kirsten Roloson, Interim Director/Assistant Director Nutrition Services	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) SUNRISE PRODUCE CO.		
Printed Name and Title: DAVID SAPIA - PRESIDENT	Signature: 	Date: 5-11-18
Name of School Food Authority:	Agreement Number: 6721-00	

N/A


California Department of Education
 Child Nutrition and Food Distribution Division
 Approved by OMB 0348-046

School Nutrition Programs Unit
 April 1998

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 
 Print Name: DAVID SAPIA
 Title: PRESIDENT
 Telephone No: (323) 726-8789
 Date: 5-11-18

Federal Use Only:

**Authorized for local reproduction
Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant

- announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
 12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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.

Riverside Unified School District
Name of School Food Authority

6721-00
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

SUNRISE PRODUCE CO.
Company Name

500 BURNING TREE RD. FULLERTON
Address
CA 92833

DAVID SAPIA
Printed Name

PRESIDENT
Title


Signature

5-11-18
Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.


**IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i> SUNRISE PRODUCE CO.	<i>Federal ID Number (or n/a)</i> 95-4443873
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> DAVID SAPIA - PRESIDENT	
<i>Date Executed</i> 5-11-18	<i>Executed in</i> FULLERTON, CA.

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substances at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 5-11-18

SUNRISE PRODUCE CO.
CONTRACTOR

DAVID SAPIA - PRESIDENT

By: 
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time.

DATE: 5-11-18

SUNRISE PRODUCE CO.
CONTRACTOR DAVID SAPIA - PRESIDENT

By: 
Signature _____

Contractors' Certificate Regarding Workers' Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.


Signature of Authorized Representative

DAVID SAPIA
Type Name of Above

PRESIDENT
Title of Authorized Representative

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by the EPA or the contract is not otherwise exempt.

JUNRISE PRODUCE CO.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.


Authorized Representative

PRESIDENT
Title

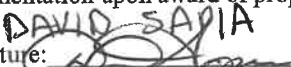
5-11-18
Date

Certification for "Buy American" Provision

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to verify for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item. Please list below the line items proposer bid where the nutrition label includes country of origin.

Line item	Description:	Domestic U.S Product? Yes or No	Country/Countries of Origin:
1	Apples, Green, Granny Smith – Sliced IW	Yes	USA
2	Apples, Red Delicious – Sliced IW	Yes	USA
3 & 4	Apples School Boy, Variety - Whole	Yes	USA
5	Avocado, whole	Yes	USA
6	Banana, Green Tip	NO	off shore
7 & 8 & 9	Bell Peppers, Variety	Yes	USA
10	Broccoli	Yes	USA
11 & 12	Cabbage, Green	Yes	USA
13	Cabbage, Red	Yes	USA
14	Cabbage, Shredded, Slaw Mix	Yes	USA
15	Cantaloupe - Whole	Yes	USA
16	Carrots, Baby IW	Yes	USA
17, 18 & 19	Carrots, Variety of Cuts	Yes	USA
20	Cauliflower	Yes	USA
21	Celery, sticks	Yes	USA
22	Celery, Whole	Yes	USA
23	Chili – Variety Jalapeno/Yellow/Serrano	NO	Mexico
24	Cilantro - Bunch	NO	Mexico
25	Cucumber - Whole	Yes	USA
26	Eggs	Yes	USA
27	Garlic	Yes	USA
28	Grapes – Lunch Bunch	Yes	USA
29	Grapes – Red Seedless	Yes	USA
30	Honeydew Melon – Whole	Yes	USA
31	Jicama	NO	Mexico
32	Kiwi	Yes	USA

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #29, Page 11 of RFP 17/18-12 and will provide the requested documentation upon award of proposal.

Print DAVID SAPIA
Signature: 

Company Name: SUNRISE PRODUCE CO.
Page 1 of 2

* See attached certifications

Certification for "Buy American" Provision

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to verify for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item. Please list below the line items proposer bid where the nutrition label includes country of origin.

Line item	Description:	Domestic U.S Product? Yes or No	Country/Countries of Origin:
32	Kiwi	yes	USA
33	Lemons	yes	USA
34 & 35	Lettuce - Greenleaf	yes	USA
36 & 41	Lettuce - Iceberg	yes	USA
37 & 38	Lettuce - Redleaf	yes	USA
39 & 40	Lettuce - Romaine	yes	USA
42	Limes	yes	USA
43	Mushrooms	yes	USA
44	Nectarines	yes	USA
45	Onions - Green	yes	USA
46, 47 & 48	Onions - Red, White, Brown or Yellow	yes	USA
49	Oranges	yes	USA
50	Parsley	yes	USA
51	Peaches - White or Yellow	yes	USA
52	Pears - Red	yes	USA
53 & 54	Pears - Variety	yes	USA
55	Peas - Sugar Snap	yes	USA
56	Pineapple	NO	Offshore
57	Plums - Variety	yes	USA
58	Potatoes - Russet	yes	USA
59	Spinach	yes	USA
60	Squash - Zucchini	yes/NO	California / Mexico
61	Strawberries	yes	USA
62	Tangerines	yes	USA
63 & 64	Tomatoes	yes/NO	California / Mexico
65	Watermelon	yes	USA
66	Yams	yes	USA

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information Item #29, Page 11 of RFP 17/18-12 and will provide the requested documentation upon award of proposal.

Print **DAVID SAPIA**
Signature: 

Company Name: **SUNRISE PRODUCE CO.**
Page 2 of 2



Buy American Certification

Commodity - Bananas

Country of Origin – Guatemala, Ecuador, Costa Rica, Colombia, and Honduras

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company



Buy American Certification

Commodity – Cilantro

Country of Origin – California and Mexico

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Cilantro is harvested domestically in the summer and sourced out of Mexico for the remaining months.

Sunrise sources out of Mexico during this time period due to the prices being 50% higher due to availability for domestically grown product during that time period; therefore, it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company



Buy American Certification

Commodity – Jalapeno Peppers

Country of Origin – California and Mexico

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Jalapeno Peppers are harvested domestically in the summer and fall months. They are sourced out of Mexico for the remaining months.

Sunrise sources out of Mexico during this time period due to the prices being 50% higher due to availability for domestically grown product during that time period; therefore, it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company



Buy American Certification

Commodity - Jicama

Country of Origin – Mexico and South America

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company



Buy American Certification

Commodity - Pineapple

Country of Origin – Ecuador, Costa Rica

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company

FREQUENTLY ASKED QUESTIONS – SUBMITTING BID PROPOSALS

1. Does the Vendor have to fill out and return all of the documents on the check off list? What if some forms do not apply to my company?

Answer: In order to be determined as a complete proposal, all forms are to be completely filled out, signed and returned with packet. If the vendor determines that a form is not applicable to their company, vendor may declare “Not applicable” or NA, initial and return. The documents check off sheet will assist you in the required information to return.

2. Does the Vendor have to bid on every line item? If my company does not offer a certain item listed can I add another option?

Answer: All items on the pricing worksheet have been reviewed and vetted through the District. The description and preferred pack sizes are provided for the product requested. If your company does not provide the specified product item they will need to submit as a “no bid” line item. If your company offers the specified line item but in a different pack size, please note in the last column where comments are allowed.

3. Can a Vendor send in samples if they offer an alternate product than what is listed? Can the Vendor attend the sampling?

Answer: Sample products may be required as part of proposal submission. Paragraph #10 will provide the answer to samples. Vendor must read and follow the instructions in the packet where written. Products submitted will need to follow the nutrition specifications as required by USDA. The Registered Dietician will determine if the samples provided follow the USDA guidelines and qualify as a compliant component in the meal program. Samples provided need to include the Nutrition Label. Vendors will not be allowed during the sampling by District.

4. Can a Vendor bid on a product that does not conform to the “Buy American Provision?” Does the Vendor have to include an item that is not a US domestic product in the certification form?

Answer: Each vendor is to bid on each line item and complete the Certification for “Buy American” provision form. Each line item is included on the form. If the product is more than 50% grown and processed in the USA, column should state YES. If the bid item is less than 50% grown and processed in the USA, column should state NO. The Country of origin is to be included. Upon offer of award, the vendor will be required to provide documentation for the country of origin for all products awarded. Even if not a US Domestic product.

5. Do I have to provide a flashdrive with prices if you have a hard copy of the prices?

Answer: In order to be responsive to the documents required, Vendor will need to complete the fillable PDF form with signature. Vendor is required to save a copy with company name, submit the price worksheet on a USB flashdrive and print out a paper copy with signature. The

information on the USB drive and paper copy must match as part of the proposal submission. In case of discrepancy, the signed paper copy will be the determining document for award consideration.

6. What can I do if I made a mistake on a bid line item? Can I change it after the bid opening?
Answer: All submitted proposals should be carefully reviewed prior to the submission deadline. If you are aware of an error prior to the bid deadline and bid opening, you may request a return of the unopened packet from the Interim Director. If you are aware of a mistake after the offer to award, Vendor must write a letter to the Riverside Unified School District – Nutrition Services Interim Director notifying the error on a specified line item and what type of correction you are requesting. If you have missing or submitted incomplete documents, this may affect the outcome of your proposal. An offer to award a line item is based on lowest, responsive and responsible bidder, which includes all required documents with signatures.

Riverside, CA 92504
NOTICE CALLING FOR PROPOSALS
Proposal No. 2017/18-12

NOTICE IS HEREBY GIVEN that the Riverside Unified School District of Riverside County, acting by and through its governing Board, hereinafter referred to as the DISTRICT is requesting proposals for **FRESH PRODUCE**.

Companies interested in bidding can request a proposal packet from the following website: <https://remote.rusd.k12.ca.us/planholdersregistration/> to register and download the full bid. Each bid must conform and be responsive to the bid documents. Proposals must be delivered in sealed envelopes marked "**Proposal No. 2017/18-12 FRESH PRODUCE**" to the Nutrition Services Department, 6050 Industrial Ave, Riverside, CA 92504, up to, but no later than, **10:00 am, May 15, 2018** at which time they will be opened and publicly read. All proposals must be submitted on forms furnished by the District.

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

To Be Published: Press Enterprise on April 30, 2018 & May 7, 2018
 Riverside USD Website on April 30, 2018

1 Sunrise Produce
 2 Janette Duran
 3 500 Burning Tree Rd
 4 Fullerton Ca 92833
 5 800-834-4926
 6 jduran@sunriseproduce.com
 7 323-582-5222

<Vendor Name
 <Vendor Contact
 <Address
 <City, State, Zip Code
 <Phone
 <E-Mail
 <Fax

Directions: Enter a bid price for each item, line by line. Columns in orange 1-4 cannot be changed. If any changes please add in the "comments" column. When completed, print a copy and save a copy to a flashdrive. Submit a signed printed copy and a flashdrive by deadline as specified in the proposal documents. Please verify SKU#, country of origin and the standard bid price is completed. Provide additional information in comments column.

ITEM #	DESCRIPTION	Pack Size	Total Usage	SKU #	Country origin	Standard Bid Price	Comments
1	Apples - Green Granny Smith - Sliced in Individual bags	200/2 oz.	100	4768	USA	\$ 43.00	
2	Apples - Red Delicious- Sliced in Individual bags	200/2 oz	400	6291	USA	\$ 43.00	
3	Apples School Boy - Variety (Gala, Fuji, Granny Etc.)	138 ct.	200	9203	USA	\$ 22.50	
4	Apples School Boy - Variety (Gala, Fuji, Granny Etc.)	163 ct	2,800	2672	USA	\$ 22.50	
5	Avocado - medium size	each	200	1858	USA	\$ 3.50	6ct
6	Bananas - Green Tip 40#	Case	2,600	2712	OFF SHORE	\$ 17.50	
7	Bell Pepper -Green Medium size	Each	400	2009	USA	\$ 0.95	5#
8	Bell Pepper - Red Medium Size	Each	350	2017	USA	\$ 1.20	5#
9	Bell Pepper - Yellow Medium Size	Each	50	2019	USA	\$ 1.75	5#
10	Broccoli - Crowns- bagged 20#	Case	600	3139	USA	\$ 18.50	3ct.
11	Cabbage - Green Head	Each	50	1892	USA	\$ 1.50	3ct.
12	Cabbage -Green ONLY 1/8" shredded 5#	bag	50	3482	USA	\$ 4.20	3ct.
13	Cabbage - Red Head	Each	50	1898	USA	\$ 1.90	
14	Cabbage - Shredded: Green, Red and Carrots (slaw mix) 5#	bag	2,800	3493	USA	\$ 3.90	
15	Cantaloupe - size 15 6/ct	Case	200	2765	USA	\$ 15.50	
16	Carrot - Baby Peeled	200/1.5 oz	500	5228	USA	\$ 19.50	
17	Carrot - Coins 1/8" cut 4/5#	Case	300	5737	USA	\$ 17.00	
18	Carrot - Shredded 1/8" 4/5#	Case	300	3571	USA	\$ 16.50	
19	Carrot Sticks 3" cut 5#	bag	800	9917	USA	\$ 6.20	
20	Cauliflower - Florettes 5#	5# pkg	50	3600	USA	\$ 11.50	
21	Celery - Sticks 4 1/2" loose 5#	bag	100	3649	USA	\$ 6.50	
22	Celery - tied	Each	190	1905	USA	\$ 0.95	3ct.
23	Chili - Jalapeno/Yellow/Serrano	per #	350	1908	USA	\$ 0.95	
24	Cilantro - Bunch	Each	900	1912	USA	\$ 0.95	10ct.
25	Cucumber - medium size	Each	1,400	1920	USA	\$ 0.95	6ct.
26	Eggs, Hard Boiled, 4-5#	Container	50	4145	USA	\$ 32.50	
27	Garlic - loose bulb	Each	10	1931	USA	\$ 3.50	per pound
28	Grapes - Lunch Bunch 18#	Case	650	2745	USA	\$ 25.50	
29	Grapes - Red Seedless	per #	3,600	1939	USA	\$ 1.60	5#
30	Honeydew - whole size 5 4-8 ct.	Case	600	2779	USA	\$ 14.50	
31	Jicama Sticks 5#	Case	500	3720	MEXICO	\$ 11.00	
32	Kiwi - 108/ct 19#	Case	400	2756	USA	\$ 22.50	

ITEM #	DESCRIPTION	Pack Size	Total Usage	SKU #	Country origin	Standard Bid Price	Comments
33	Lemon - choice	Each	350	1959	USA	\$0.95	5#
34	Lettuce - Greenleaf 24/ct	case	750	3159	USA	\$15.50	
35	Lettuce - Greenleaf Individual tied	Each	500	1962	USA	\$1.50	30#
36	Lettuce - Iceberg - Individual	Each	500	1964	USA	\$1.50	30#
37	Lettuce - Redleaf - Individual	each	50	1966	USA	\$1.50	30#
38	Lettuce - Redleaf 24/ct	Case	150	3188	USA	\$16.50	
39	Lettuce - Romaine 24/ct	Case	800	3190	USA	\$16.50	
40	Lettuce - Romaine Chopped 6/2#	Case	400	9852	USA	\$15.50	
41	Lettuce - Shredded 1/4"	per #	3,000	3754	USA	\$0.84	
42	Lime	per #	150	1971	USA	\$2.90	5#
43	Mushrooms - Sliced 1/4"	per #	100	5128	USA	\$3.10	
44	Nectarines - 70/80 Sz 25#	Case	1,000	2789	USA	\$22.50	
45	Onion - Green Bunch	Each	550	1943	USA	\$0.75	10#
46	Onion - Red Per #	per #	400	4734	USA	\$1.10	5#
47	Onion - white or brown Diced 1/4" 5#	bag	200	3824	USA	\$5.50	40#
48	Onion - White or Yellow Each	Each	200	5039	USA	\$0.95	
49	Oranges 138/ct	Case	200	2131	USA	\$20.50	
50	Parsley - Bunch	Each	100	5072	USA	\$0.75	
51	Peaches - White or Yellow 70/80 sz. 25#	Case	1,000	2811	USA	\$22.50	
52	Pears - Red Variety 120/ct	Case	50	2820	USA	\$22.50	
53	Pears - Variety 135 ct	Case	400	6382	USA	\$26.50	
54	Pears - Variety 150/ct	Case	1,500	2815	USA	\$22.50	
55	Peas - Sugar Snap, 10#	Case	50	3388	USA	\$29.00	
56	Pineapple - chunks 2/5# trays	case	10	10440	OFF SHORE	\$26.50	
57	Plums 50/60 sz 150-160 ct - Black, Red or Green	case	50	9823	USA	\$22.50	
58	Potatoes - Russet Per #	per #	50	2028	USA	\$1.20	5#
59	Spinach - Cleaned 4/2.5# bag	Case	100	3196	USA	\$15.50	
60	Squash - Zucchini Medium - Each	Each	100	2060	USA	1.50	5#
61	Strawberries - Flat: 12/baskets not to exceed 12#	Flat	250	2875	USA	14.50	
62	Tangerines - Satsuma - Mandarin Variety 120-130 ct	case	250	2150	USA	20.50	
63	Tomatoes - Cherry (12 Pints)	Case	550	2902	USA	18.50	
64	Tomatoes 6x6x3	case	130	2897	USA	17.50	
65	Watermelon - seedless 11-15# Each	each	300	2788	USA	7.90	
66	Yams - Garnett Peeled & Diced 1"x1" 5#	Bag	30	7726	USA	16.50	
67	ANY OTHER ITEMS PURCHASED WILL BE MANUFACTURER INVOICE PLUS %					0	

SUNRISE PRODUCE CO.

Digitally signed by David Sapia
Date: 2018.05.14 16:27:54 -07'00'

David Sapia
Signature & Title

Company Name
Date: 5-14-18

ANY OTHER ITEMS PURCHASED WILL BE MANUFACTURER INVOICE PLUS % / 0

Please attach information on any additional products available



Pricing Methodology:

Sunrise Produce Company - Your Fresh Produce Category Manager:

Produce is at the heart of our company. We have been procuring fresh produce for over 25 years and our experience has allowed us to specialize and hone our skills in providing fresh produce procurement and distribution services to our customers. Our Category Managers and Purchasing Department work together to forecast and anticipate your produce needs and to procure the right mix of fresh fruits and vegetables.

As a Fresh Produce Category Manager, we work with your needs in mind. We're doing all of the footwork so that you don't have to including all the tracking of produce deliveries, setting up appointments for pickups and deliveries as well as communicating with dispatchers and drivers to make sure the entire process stays on track. We have an experienced and effective team that can procure fresh fruits and vegetables at the levels you require. In addition to being your Fresh Produce Category Manager, we offer multiple services including invoicing, inventory control, and sales reports. By choosing Sunrise Produce Company as your Fresh Produce Category Manager, we can ensure that all of your fresh produce needs are being met.

Our Relationships: Throughout the past 25 years, the Sunrise Produce Company team of commodity experts has fostered and grown long-lasting, genuine relationships with the best growers and shippers. The relationships with our growers and shippers is the backbone of our Grower Direct Procurement. All of our growers and shippers are carefully selected having undergone a rigorous Vendor Qualification Program. Each grower and supplier commits to full compliance with our audited distribution, purchasing, and category management programs.

Innovation and Advancement: We have grown our business around our customer's needs by constantly adding to our capabilities, engaging the very best talent, providing training and education, and pursuing the highest quality standards. With each new customer requirement, our company has adapted itself as necessary to accelerate our pace of achievement. We are continually exploring ways to elevate service levels and re-define product offerings to exceed our customers' needs and expectations. As an industry leader, we strive to not only be the best at what we do, but to pave the way for our industry.

Grower Direct Contracting:

Farming Partnerships will be the most important step for "Growing" your program. Our Grower Direct Procurement will provide your district with the consistency necessary to elevate quality, price, and volume, enhancing your program at every level. Sunrise Produce is in a position to develop and manage the following:

- Coordinate local seasonal fruit and vegetable procurement through qualified reputable growers.
- Establish partnerships with local qualified growers through volume commitments.
- Ensure product cost guarantees by contracting and committing to specific products in advance.
- Establish long-term seasonal contracts to ensure stabilized food costs and guarantee product supply.
- Work with District Operators in product volume commitments for advance purchasing and coordination of menu designs.

Product Evaluation & Forecasting:

Sunrise Produce is committed to providing your organization with the freshest fruits and vegetables available. Seasonal menu designs, product specifications and forecasting will be instrumental to a successful program. As produce specialists, it is our job to continue the education of produce, providing your district operators with the following:

- Monthly Specification Reviews: Evaluation of product selection (specification) for the specific application.
- To help ensure efficiencies in product costs, yields, flavor/taste and maximize overall consumption.
- Annual menu planning and design for fresh seasonal fruits and vegetables with monthly seasonal commitments.
- Provide a Monthly Seasonal Chart in coordination with menu designs; outlining a list of designated product specifications for the month and year.
- Provide alternative product specification solutions in the event of extreme market conditions.

Local Family Farmers: In addition, Sunrise Produce Company qualifies and partners with Local Family Farmers. We offer a broad variety of fresh seasonal fruit and vegetable lines including but not limited to the following:

- Seasonal Fruits such as Apples, oranges, berries, pears, stone fruit, kiwi, tomatoes, and more
- Seasonal Vegetables > Baby lettuce, squashes, broccoli, cauliflower, carrots and more

Grower of the Month Program: Sunrise Produce promotes a "Grower of the Month" featuring a Local Family Farmer and their products. More details are outlined in our Local Sustainable Program.

Sunrise Produce is providing Annual and Seasonal pricing to Riverside USD to support the Buy American procurement goals along with California Seasons.

Seasonal items have been identified with an asterisk on the pricing worksheet. It is our goal to provide In Season products that will be based on thriving markets and will support your menuing of Fruits and Vegetables throughout the school year.

We will work with your district to ensure you are buying the most cost-effective products during the year that support your vision on menuing California Fresh produce.

[Go Back](#)
[Print](#)

Board of Education Meeting

Riverside USD

June 05, 2018 4:30PM

Riverside Adult School-Board Room 6735 Magnolia Avenue Riverside, CA 92506 Open Session-4:30 p.m. Adjourn to Closed Session after item E "Public Participation on Closed Session Matters" Reconvene Open Session-6:30 p.m.

A. OPENING CEREMONY

A.1. Call Meeting to Order at 4:30 p.m.

Minutes:

The Board of Education President, Mrs. Patricia Lock-Dawson, called the Board meeting to order at 4:31 p.m.

A.2. Establishment of a Quorum of the Board of Education

Minutes:

It was established that there was a quorum with five Board members present.

A.3. Pledge of Allegiance

Quick Summary / Abstract:

(5 minutes) The Pledge of Allegiance to the flag will be led by Ayden Farfan, a sixth grade student from George Washington Elementary School. Mr. Tom Hunt, Board of Education Member, will present the student with a certificate.

Minutes:

A sixth grade student from George Washington Elementary School led the Pledge of Allegiance.

A.4. Group Performance

Quick Summary / Abstract:

(5 minutes) The Group Performance for the Board of Education will be provided by the John W. North High School Theater Ensemble, under the direction of Anna Hightower.

Minutes:

The group performance for the Board of Education was provided by the John W. North High School Theater Ensemble, under the direction of Anna Hightower.

B. SPECIAL RECOGNITION ITEMS

B.1. The Riverside County Office of Education will recognize the Martin Luther King High School Boy's Soccer team for their high grade point averages. (Recognition)

Quick Summary / Abstract:

(5 minutes) Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Dr. Dennis Large, Director II of Educational Technology from the Riverside County Office of Education, will recognize the Martin Luther King High School Boy's Soccer team with the Academic/Athletic Team Award for having the highest GPA reported for this sport in the entire county of Riverside.

Minutes:

Assistant Superintendent of Instruction, Dr. Ryan Lewis introduced Dr. Dennis Large, Director of Educational Technology from the Riverside County Office of Education. Dr. Large presented the boys soccer team from Martin Luther King High School Boy's Soccer team with the Academic/Athletic Team Award for having the highest GPA reported for this sport in the entire county of Riverside.

C. PRESENTATIONS TO THE BOARD

C.1. Riverside Unified School District will present State of the District Scholarships to student recipients in partnership with Riverside community organizations. (Presentation)

Quick Summary / Abstract:

(15 minutes) Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenters: Justin Grayson, Public Information Officer, and Richard Prince, Community Relations Manager

Several Riverside businesses and community organizations, in partnership with Riverside Unified School District (RUSD) and Riverside Educational Enrichment Foundation (REEF), raised scholarship funds at the 2nd Annual State of the District Luncheon to recognize achievement and excellence of deserving graduating high school students within RUSD. These scholarships represent the dedication of the Riverside community to provide more opportunities and support for the college and or career aspirations of tomorrow's leaders, and will be presented to fourteen students in the Riverside Unified School District.

Minutes:

Mr. Justin Grayson, Public Information Officer, introduced several Riverside business and community members who have partnered with Riverside Unified School District (RUSD) and Riverside Educational Enrichment Foundation (REEF), in order to provide scholarship funds to students. RUSD students were in attendance as noted to receive their \$500 scholarships, and one student received \$1,500 from the Gold Sponsor, Tilden-Coil Constructors.

- Ruhnau Clarke Architects awarded Michelle Boulos
- The Mission Inn Hotel & Spa awarded Daniela Carabez
- City of Riverside awarded Carolyn Kong
- Brian and Vickie Hawley awarded Michael Korotkov
- Schools First Federal Credit Union awarded Summer Lantz
- The Riverside Police Department awarded Anissa Macias
- Wells Fargo awarded Daniel Molina
- DLR Group awarded Benjamin Noriega
- Farmers Insurance Agency awarded Alexis Lopez
- Best Best & Krieger LLP awarded Kate Santoso
- Altura Credit Union awarded Katelynn Van
- Thompson & Colegate awarded Collin Walcker
- California Baptist University (CBU) awarded Allison Weaver
- Gold Sponsor, Tilden-Coil Constructors, awarded Jiwon Shin

D. CEREMONIAL SIGNING AND ACTION

D.1. It is recommended that the Board of Education authorize Dr. David Hansen, District Superintendent, to sign the Partnership Memorandum of Understanding between Riverside Unified School District and California Baptist University. (Ceremonial Signing and Action)

Quick Summary / Abstract:

(15 minutes) Responsible Cabinet Member: Lynn Carmen Day, Chief Academic Officer

*MOU attachment was revised to add the corrected version that was signed on June 5, 2018.

Rationale:

Board Meeting Presenter: Lynn Carmen Day, Chief Academic Officer

Attached is a copy of the Memorandum of Understanding

The Partnership Memorandum of Understanding (MOU) between Riverside Unified School District (RUSD) and California Baptist University (CBU) outlines the mutually beneficial agreement to link students and faculty members for the purposes of engaging in professional growth, advancing innovative learning activities and connecting shared values in preparing young people for successful college and career pursuits.

Actions:

Motion

The recommendation that the Board of Education authorize Dr. David Hansen, District Superintendent, to sign the Partnership Memorandum of Understanding between RUSD and CBU Passed with a motion by Tom Hunt and a second by Angelov Farooq.

Vote:

- Yes Kathy Allavie.
- Yes Angelov Farooq.
- Yes Tom Hunt.
- Yes Brent Lee.
- Yes Patricia Lock Dawson.

Minutes:

Dr. Ron Ellis, President of California Baptist University (CBU), and Dr. David Hansen, Superintendent of Riverside Unified School District (RUSD) signed the partnership MOU between the two educational organizations. This MOU creates a mutually beneficial agreement to link students and faculty members for the purposes of engaging in professional growth, advancing innovative learning activities and connecting shared values in preparing young people for successful college and career pursuits.

Attachments:

MOU with RUSD and CBU rev final 6.5.18

E. PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS**Minutes:**

There were no requests to address the Board of Education on Closed Session matters.

F. RECESS**Quick Summary / Abstract:**

The Board of Education will call for a recess to provide a brief reception.

Minutes:

At 5:13 p.m., Mrs. Lock-Dawson called for a recess to adjourn to a brief reception before the Board went into Closed Session.

G. CLOSED SESSION**Quick Summary / Abstract:**

The Board of Education will recess to Closed Session after the agenda item E, "Public Participation on Closed Session Matters" and members of the Public will have an opportunity to address the Board on Closed Session matters prior to the adjournment to Closed Session.

G.1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8**Quick Summary / Abstract:**

Properties: APN #255-170-016; Riverside, CA

District Negotiators: Mays Kakish, Chief Business Officer/Governmental Relations, and Sergio San Martin, Assistant Superintendent, Operations

Negotiating Parties: SFI SMR, LP

Under Negotiation: Price and Terms of Payment

G.2. Consideration of Liability Claims Pursuant to Government Code Sections 54956.9 and 54961**Quick Summary / Abstract:**

Claimant name omitted pursuant to Government Code Section 54961

(1 case) Claim #LB11501088

G.3. Consideration of Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957**Quick Summary / Abstract:****G.4. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6****Quick Summary / Abstract:**

Position Titles: Elementary School Principal, Middle School Principal, Professional Growth System (PGS) Support Principal Elementary, Coordinator

G.5. Conference with Labor Negotiator pursuant to Government Code Section 54054.6**Quick Summary / Abstract:**

District Negotiator: Mays Kakish, Chief Business Officer

Employee Organizations: California School Employees Association, and Riverside City Teachers' Association

G.6. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918**Quick Summary / Abstract:****H. RECONVENE OPEN SESSION****Quick Summary / Abstract:**

The Board of Education will reconvene in Open Session at 6:30 p.m.

Minutes:

Board President, Mrs. Lock-Dawson, reconvened the meeting at 6:44 p.m.

H.1. Report on Closed Session Action

Minutes:

Board President Lock-Dawson said that action was taken during Closed Session with regards to several employee appointments and moves. Dr. Hansen will introduce the new employees and new positions during the Superintendent's report.

I. DISTRICT SUPERINTENDENT'S REPORT

Minutes:

District Superintendent, Dr. David Hansen, provided the names of all the employees who were approved for various positions during Closed Session under Public Employee Appointment. Those included Mark Shaw, as the new principal at Frank Augustus Miller Middle School; Esther Garcia as the Professional Growth Systems Support Principal; Dr. Sandy Vilas, as a new principal at Liberty Elementary School. Also, introduced in Closed Session and on the Consent agenda is Dr. Rene Levario, as the new assistant principal at University Heights Middle School; and Meresaini Jorin, as the new assistant principal at Frank Augustus Miller Middle School.

Dr. Hansen said that it had been a great school year and next week graduations and promotions will begin. He introduced three students who will be seated as the 2018-19 Student Board members in the fall and those were Daniel Sosa from Martin Luther King High School, America Delgado from Ramona High School, and Emily Zhou from Martin Luther King High School. Dr. Hansen gave Board members Lee and Hunt the opportunity to share thoughts about these students since they sat on the interview panel this year. Mr. Lee said that candidates were very impressive this year, but these students had stood out for having an ability to step right into the role. Mr. Hunt thanked Dr. Farooq for bringing the idea forward to have student board members in RUSD. He said the students were very organized, passionate and well prepared for this new role.

He noted that congratulations were in order for a few RUSD schools who had been selected to receive the 2018 Models of Academic Excellence Award from the Riverside County Office of Education (RCOE) and those were Bryant and Washington Elementary Schools, as well as Martin Luther King High School. They will be celebrated at an event in the fall. He said next week is also the Leadership Riverside Commencement Ceremony and luncheon, and Patricia Lock-Dawson has been chosen for the Pick Distinguished Alumni of the Year Award, so she will be delivering the keynote address.

J. BOARD MEMBER'S COMMENTS

Minutes:

Mr. Brent Lee had no comments.

Mrs. Kathy Allavie said they had just finished wrapping up the Art Float project and have hosted 21 field trips for RUSD students. She requested that staff come back later with a report about where the funding goes when a community organization uses District facilities, and also with information on the funding guidelines related to on-going support for bands and choirs, and whether or not the amount is predicated on the size of the group.

Dr. Farooq gave a shout out to Woodcrest Elementary School for their Leadership and Me program which was launched this year. He noted that this may be a good program for the entire district, similar to the No Excuses University program. Also, there is a program called Breaking Barriers that may be good for the Board to learn more about.

Mr. Tom Hunt said he was looking forward to graduations next week. He said that Kathy Allavie had done a great job with the Art Float project. He commended Dr. Hansen for his leadership with community partnerships, such as the CBU MOU signing that took place tonight, as well as the RCCD Joint Board of Trustees meeting that took place last week. He said these partnerships are critical and it's good to think of RUSD as being a K-14 District in order to give students expanded educational opportunities.

Student Board member, Bryn Kolterman congratulated the Class of 2018, and said she was very grateful for the wonderful education that RUSD had provided to her. She said she will be attending the Portland State University in the fall, and she thanked the Board for the experience she had during this process. She said she now knows so much more about education.

Mrs. Patricia Lock-Dawson thanked the Board, and the employees of RUSD for a fantastic school year, and said she's grateful of all of the hard work. She said this Board has taken on many big items, which really means that staff has taken on a lot this year.

K. PUBLIC INPUT

Minutes:

There were several requests from the Public to address the Board of Education during Public Input. Those who spoke were 1) Marian Coury, 2) Jennifer Pitts, 3) Jared Baptist, 4) Becky Ly, 5) Desiree Mejia, 6) Kelly Roberts, 7) Melinda Tudor, 8) Monique Davidson, and 9) Sarah Simpson.

L. DISTRICT GROUP REPORTS

L.1. A Report will be given by Mrs. Adriana Curiel, President of the Riverside Council Parent Teacher Association (RCPTA).

Quick Summary / Abstract:

(5 minutes) Mrs. Adriana Curiel, President of the Riverside Council Parent Teacher Association (RCPTA) will share a report with the Board of Education about the recent activities and accomplishments of the PTA.

Minutes:

Mrs. Adriana Curiel, President of the Riverside Council Parent Teacher Association (RCPTA) said that as the year was coming to a close, all of the PTA units were in the planning phase for next school year. She thanked the Board for attending their annual awards luncheon, where they gave several student scholarships. She congratulated Dr. Hansen for being awarded with the Golden Oak Award, which is PTA's highest honor. Mrs. Curiel provided the District with a giant check to signify the total collective volunteer hours provided to the District and then calculated by the dollar value for each region of the country. In Riverside, the hourly rate for the volunteer hours was calculated at \$24.75 per hour, multiplied by 82,327 volunteer hours, which saves the District \$2,054,058.65 toward the cost of personnel hours that would otherwise be needed in place of volunteers.

L.2. A Report will be given by Mrs. Sandi Garcia, President of the California School Employees Association Chapter 506 (CSEA).

Quick Summary / Abstract:

(5 minutes) Mrs. Sandi Garcia, President of the California School Employees Association (CSEA) will share a report with the Board of Education about the recent activities and accomplishments of CSEA Chapter 506.

Minutes:

Mrs. Sandi Garcia said that as the year comes to a close, she hopes that everyone is able to have a fun and adventurous summer. She said the last few months have flown by, but have also been some of the hardest of her life. She thanked everyone for the support that she had received during this time as she learns the ropes of this new position. She said that she herself, had success as a child in Speech Therapy, and she spoke about the eight Speech Language Pathologist Assistants who had received layoff notices.

M. BOARD OF EDUCATION SUBCOMMITTEE REPORTS

Quick Summary / Abstract:

(10 minutes) The Board of Education will provide an update about recent Board Subcommittee meetings.

M.1. The Board of Education will provide an update about the Finance Board Subcommittee meeting held on April 11, 2018. (Report)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board of Education Trustee, Mrs. Lock-Dawson, Finance Subcommittee Chairperson, will provide an update on the recent Board Finance Subcommittee meeting held on May 23, 2018.

Minutes:

Mrs. Lock-Dawson, Board Finance Subcommittee Chairperson, said that she would go without reporting out tonight since Chief Business Officer, Mays Kakish would be presenting the full budget report during Public Input tonight.

M.2. The Board of Education will provide an update about the Academic Oversight Board Subcommittee meeting held on May 24, 2018. (Report)

Quick Summary / Abstract:

Responsible Cabinet Member: Lynn Carmen Day, Chief Academic Officer

Rationale:

Board of Education Trustee, Mrs. Kathy Allavie, Academic Oversight Subcommittee Chairperson, will provide an update on the recent subcommittee meeting held on May 24, 2018.

Minutes:

Board Academic Oversight Subcommittee Chairperson, Mrs. Kathy Allavie, provided an update on the meeting held on May 24, 2018. She spoke about the Coaches Leadership Clinic which would be an improved event with a different focus about the impact coaches have on students. They discussed new courses, the Professional Growth Systems (PGS), including the professional development plan and how the Danielson Framework fits into PGS. She noted that she and Dr. Farooq were both very impressed with the information that had been provided. Dr. Farooq also requested that staff look into making the classroom physical environments more engaging across the District.

N. CONSENT

Quick Summary / Abstract:

All items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items to be removed from the Consent Calendar.

Actions:

Motion

The recommendation to approve the entire Consent Calendar with one

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.

motion, with the exception of items N-4, N-5, and N-19, Passed with a motion by Tom Hunt and a second by Kathy Allavie.

Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

N.1. It is recommended that the Board of Education approve the Minutes from previous Board Meetings. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member; David C. Hansen, Ed.D., District Superintendent

Rationale:

Attached are copies of the minutes from the following Board meetings:

April 17, 2018
 May 1, 2018
 May 15, 2018

Attachments:

4.17.18 Board Meeting Minutes
 5.1.18 Board Meeting Minutes
 5.15.18 Board Meeting Minutes

N.2. It is recommended that the Board of Education accept the Gifts and Donations of \$100 or more in value. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Gifts and Donations

Individuals and entities may make gifts and donations of usable items or money to the District. Gifts and donations of \$100 or more in value are accepted and acknowledged by the Board of Education.

Fiscal Impact/Funding Source: \$60,390.66

Attachments:

Gifts and Donations

N.3. It is recommended that the Board of Education approve this item representing the Public Disclosure of the terms and conditions, including financial impact, of the Memorandum of Understanding for employees represented by the California School Employees Association, Chapter 506. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Memorandum of Understanding dated April 20, 2018

The District has reached an agreement with its collective bargaining unit, the California School Employees Association, Chapter 506 representing classified employees. The agreement is a result of the collective bargaining process. Subject to the approval of the Riverside Unified School District Board of Education and the ratification by the California School Employees Association, Chapter 506, the parties agree to the Memorandum of Understanding (MOU) dated April 20, 2018 to change job classifications in order to address recruitment and retention issues.

Fiscal Impact/Funding Source: 2017-18 \$362,355 | 2018-19 \$131,515 General Fund, Child Development Fund

Attachments:

Memorandum of Understanding

N.4. It is recommended that the Board of Education approve and award Request for Proposal (RFP) No. 2017/18-10 for milk, dairy, fruit juice and ice cream products served in schools. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Bid Form and RFP No. 2017/18-10

Riverside Unified School District Nutrition Services is a member of the Pomona Valley Co-op Purchasing Group. Riverside Unified School District is the lead District in procuring milk, dairy, fruit juice and ice cream products served in the schools.

Fourteen (14) vendors picked up a proposal package for RFP No. 2017/18-10. On April 25, 2018, two (2) proposals were received. It is recommended that the contract be awarded to Driftwood Dairy and Hollandia Dairy, the following line items determined to be the lowest responsive and responsible proposers. The contract is valid from July 1, 2018 through June 30, 2019 with the option to renew for up to four (4) additional years.

Fiscal Impact/Funding Source: The anticipated dollar amount to be expended by Nutrition Services is \$1,655,000.00

Minutes:

Consent agenda item N-4 was pulled by Board President Lock-Dawson, this item will be revised and added to the June 26, 2018 Board agenda for approval.

Attachments:

[Bid Form](#)
[RFP No. 2017/18-10](#)

N.5. It is recommended that the Board of Education approve and award Request for Proposal (RFP) No. 2017/18-11 for fresh bread and tortilla products. (Consent)**Quick Summary / Abstract:**

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Bid Form and RFP No. 2017/18-11

Fourteen (14) vendors picked up a proposal for RFP No. 2017/18-11. On May 8, 2018, three (3) proposals were received. It is recommended that the contract be awarded to Gold Star Foods, the following line items determined to be the lowest responsive and responsible proposers. The contract is valid from July 1, 2018 through June 30, 2019 with the option to renew for up to four (4) additional years.

Fiscal Impact/Funding Source: The anticipated dollar amount to be expended by Nutrition Services is \$472,000.00

Minutes:

Consent agenda item N-5 was pulled by Board President Lock-Dawson, this item will be revised and added to the June 26, 2018 Board agenda for approval.

Attachments:

[Bid Form](#)
[RFP No. 2017/18-11](#)

N.6. It is recommended that the Board of Education approve and award Request for Proposal (RFP) No. 2017/18-12 for fresh produce in schools. (Consent)**Quick Summary / Abstract:**

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Bid Form and RFP No. 2017/18-12

Twenty-four (24) vendors picked up a proposal package for RFP No. 2017/18-12. On May 15, 2017, three (3) proposals were received. It is recommended that the contract be awarded to Sunrise Produce the lowest responsive and responsible proposer. The contract is valid from July 1, 2018 through June 30, 2019 with the option to renew for up to four (4) additional years.

Fiscal Impact/Funding Source: The anticipated dollar amount to be expended by Nutrition Services is \$400,995.00

Attachments:

[Bid Form](#)
[RFP No. 2017/18-12](#)

N.7. It is recommended that the Board of Education approve and award Request for Proposal (RFP) No. 2017/18-13 for grocery products and other related items. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Bid Form and RFP No. 2017/18-13

The Riverside Unified School District Nutrition Services department is a member of the Pomona Valley Co-op Purchasing Group. Riverside Unified School District is the lead district in procuring grocery products and related items.

Twenty-four (24) vendors picked up a proposal package for RFP No. 2017/18-13. On March 29, 2018, four (4) proposals were received. It is recommended that the contract be awarded to Gold Star Foods and Sysco Riverside/Los Angeles the following line items determined to be the lowest responsive and responsible proposers. The contract is valid from July 1, 2018 through June 30, 2019 with the option to renew for up to two (2) additional years.

Fiscal Impact/Funding Source: The anticipated dollar amount to be expended by Nutrition Services is \$1,180,000

Attachments:

[Bid Form](#)
[RFP No. 2017/18-13](#)

N.8. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of standard school supplies - Bid No. 17/18-1607 with Central Sanitary Supply. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of standard school supplies. Los Angeles County Office of Education awarded contracts to Central Sanitary Supplies, which allows for cooperative purchasing agreements between public agencies. The contract is valid through April 12, 2019 with two (2), one (1) year optional renewals.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of standard school supplies and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.9. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of non information technology goods - Contract No. 4-17-51-0059A with Redrock Security & Cabling, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of non information technology goods. California Multiple Award Schedule (CMAS) awarded contracts to Redrock Security & Cabling, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through April 30, 2020.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of non information technology goods and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced with a \$100,000.00 dollar limit.

Attachments:

[Contract Acceptance and Award](#)

N.10. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of information technology goods & services - Contract No. 3-17-84-0013E with Redrock Security & Cabling, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase information technology goods and services. California Multiple Award Schedule (CMAS) awarded contracts to Redrock Security & Cabling, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through December 31, 2020.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced with a \$500,000.00 dollar limit.

N.11. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of information technology goods & services - Contract No. 3-18-84-0013G with Redrock Security & Cabling, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase information technology goods and services. California Multiple Award Schedule (CMAS) awarded contracts to Redrock Security & Cabling, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through October 1, 2022.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of information technology goods and services and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.12. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of non information technology goods - Contract No. 4-14-72-0057A with KYA Services, LLC. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of non information technology goods. California Multiple Award Schedule (CMAS) awarded contracts to KYA Services, LLC, which allows for cooperative purchasing agreements between public agencies. The contract is valid through September 24, 2022.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of non information technology goods and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.13. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of information technology goods & services - Contract No. 3-18-70-3544C with TechNet Partners, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase information technology goods and services. California Multiple Award Schedule (CMAS) awarded contracts to TechNet Partners, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through September 15, 2019.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of information technology goods and services and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.14. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of information technology goods & services - Contract No. 3-18-70-3544A with TechNet Partners, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase information technology goods and services. California Multiple Award Schedule (CMAS) awarded contracts to TechNet Partners, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through September 15, 2019.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of information technology goods and services and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.15. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of information technology goods & services - Contract No. 3-18-70-3544B with TechNet Partners, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase information technology goods and services. California Multiple Award Schedule (CMAS) awarded contracts to TechNet Partners, Inc., which allows for cooperative purchasing agreements between public

agencies. The contract is valid through May 3, 2021.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of information technology goods and services and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.16. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of flooring with related equipment, products, supplies, installation and services - Request for Proposal (RFP) No. 121715-TFU with Tandus Centiva US LLC. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of flooring with related equipment, products, supplies, installation and services. National Joint Powers Alliance (NJPA) awarded contracts to Tandus Centiva US LLC, which allows for cooperative purchasing agreements between public agencies. The contract is valid through February 16, 2020 with one (1) year optional renewal.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of flooring with related equipment, products, supplies, installation and services and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced without dollar limits.

Attachments:

[Contract Acceptance and Award](#)

N.17. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase of carpet and rug mills - Contract No. GS-27F-0032P with Tandus Centiva US LLC. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of carpet and rug mills. General Services Administration (GSA) awarded contracts to Tandus Centiva US LLC, which allows for cooperative purchasing agreements between public agencies. The contract is valid through August 3, 2019.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing

options to purchase of carpet and rug mills and found that the subject contract best meets the needs of the District.

Fiscal Impact/Funding Source: The approval of this agenda item is to allow the use of the cooperative purchasing agreement referenced with a \$500,000.00 dollar limit.

Attachments:

[Contract Acceptance and Award](#)

N.18. It is recommended that the Board of Education approve and allow the use of the cooperative purchasing agreement for the purchase and installation of Division of State Architects (DSA) approved portable buildings - Project No. CEPU#N15-2017/18 with Silvercreek Industries, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Contract Acceptance and Award

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or "piggyback" on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase and installation of DSA approved portable buildings. Centralia School District awarded contracts to Silvercreek Industries, Inc., which allows for cooperative purchasing agreements between public agencies. The contract is valid through October 11, 2018.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase and installation of DSA approved portable buildings and found that the subject contract best meets the needs of the District.

Attachments:

[Contract Acceptance and Award](#)

N.19. It is recommended that the Board of Education approve Grove Community Church's request for a Developer Fee Exemption for the Grove Village Project. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

The Grove Community Church (Church) plans to construct a development known as the Grove Village Project within the boundaries of Riverside Unified School District (District). In summary, the Grove Village Project will consist of transitional housing for the local homeless that will be available for applicants who meet Church's requirements. Qualified applicants will be allowed to stay at the Grove Village Project temporarily while they seek permanent housing.

Education Code section 17620, and related statutes (the Developer Fee Statutes), allow the District to charge fees, known as Developer Fees, to developers who plan to construct certain developments within the District's boundaries. The Developer Fee Statutes include several exemptions for certain developments. One such exemption applies to developments that will be used exclusively for religious purposes. To qualify for this religious purpose exemption, a development must be exempt from property taxation based on its religious affiliation and used for religious purposes.

The Grove Village Project is within the District's boundaries and, therefore, could be subject to Developer Fees. However, the Church's description of the purpose and use of the Grove Village Project demonstrates that it qualifies for the religious purposes exemption. First, the Church is a religious organization and, therefore, exempt from property taxation. Secondly, the Grove Village Project will be used to further the Church's religious purpose, which is to minister to the local community and specifically help the homeless in the area. The people who use the transitional housing in the Grove Village will be required to follow the Church's standards, which are based on the Church's religious philosophy. The Church's religious services will also be open and available to the people living in the transitional housing.

Fiscal Impact: None

Actions:**Motion**

The recommendation that the Board of Education approve Grove Community Church's request for a Developer Fee Exemption for the Grove Village Project Passed with a motion by Tom Hunt and a second by Angelov Farooq.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Minutes:

Mr. Hunt said that homelessness is a concern in every community, including the city of Riverside, and the Board would like to contribute support when they can. He said that he and Mr. Lee had discussed this item during a recent Board Operations Subcommittee meeting, and mentioned that Mayor Rusty Bailey and Mr. Brian Jamarillo, from the Grove Community Church were in support of the transitional housing being built by the church. Mr. Hunt asked Mr. Jamarillo to come forward to discuss this plan, and he said the church had made a commitment to build four transitional homes on the church property, and they would select and assist families who are motivated to get back on their feet and out of transitional housing. The Grove Church has requested fee waivers from the District and the City of Riverside for developer fees.

N.20. It is recommended that the Board of Education approve an addendum to the 2005 adopted Mitigated Negative Declaration for the 20375 Spring Street proposed Elementary School project, in compliance with the California Environmental Quality Act. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached is a copy of the Addendum to the 2005 adopted Mitigated Negative Declaration for the 20375 Spring Street proposed Elementary School Project and Resolution No. 2017/18-40

On January 18, 2005, pursuant to the California Environmental Quality Act (CEQA), the Board of Education (Board) adopted a mitigated negative declaration (MND) for the Helen Keller Elementary School project (now Spring Street Elementary School) (collectively, "Project"), approving a 750-student public elementary school project serving Grades K-6 (Project) on approximately 13.93 acres of real property located at or near 20375 Spring Street in the unincorporated Highgrove area of Riverside County, California (Assessor Parcel No. 255-170-016). The District has not acquired the site, or otherwise moved forward with the Project. Since that time, while the Project site remains largely vacant, certain circumstances both in and around the Project site have changed, necessitating further environmental review.

In such circumstances, CEQA requires that certain review being completed to determine whether any of the changes, either in the project, circumstances surrounding the project, or based on new information, create a new significant impact to the environment, or substantially increase a previously identified significant impact. Based on that review, CEQA requires that either a subsequent MND or environmental impact report be prepared, if new significant impacts are identified; or an addendum be prepared setting forth the basis upon which it has been determined that the changes do not create any new significant impacts.

As is set forth in the Addendum to the Mitigated Negative Declaration for the Spring Street Elementary School Project ("Addendum"), the changes addressed and set forth therein do not result in any new significant impacts or increase the severity of previously identified and mitigated significant impacts, and, as such, no further review or mitigation is required.

The Board of Education is requested by way of its action to adopt the Addendum, as proposed, as well as (1) adopt certain findings contained therein; (2) certify that the Addendum has been presented to, and independently reviewed by, the Board and reflects its independent judgment and analysis; (3) determine on the basis of the whole record before it no further environmental review is necessary for the Project; (4) re-approve the Project, based on the Addendum; and (5) authorize District staff to post a Notice of Determination under CEQA of such action.

Fiscal Impact: None

Attachments:

Addendum to MND for Spring St. Elementary School Project
 Resolution 2017/18-40

N.21. It is recommended that the Board of Education adopt Ordinances No. 2017/18-02, No. 2017/18-03, and No. 2017/18-04, Levying Special Taxes to be collected during Fiscal Year 2018/19 on taxable property in Community Facilities District No. 10, No. 21 (Improvement Area No. 1) and No. 31. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer and Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer and Governmental Relations

Attached is a copy of Ordinances No. 2017/18-02, 2017/18-03, 2017/18, 04, Tax Rolls and Community Facilities Districts Maps.

The Board of Education needs to adopt an ordinance rather than a resolution when new parcels have been added to the Community Facilities District (CFD) tax rolls or the tax rate levied on the CFD exceeds that previously levied by a prior ordinance. All of the requisite noticing requirements have been completed.

The Board must adopt ordinances No. 2017/18-02, No. 2017/18-03, and No. 2017/18-04, levying special taxes to be collected during fiscal year 2018-2019, for the payment of the principal of and interest on, and administrative expenses with respect to the bonds of Community Facilities District No. 10, No. 21 (Improvement Area No. 1) and No. 31 of Riverside Unified School District.

The vote on Ordinances No. 2017/18-02, No. 2017/18-03 and No. 2017/18-04 must be done by roll call.

Fiscal Impact: None

Attachments:

Ordinance Nos. 2017/18-02, 2017/18-03, 2017/18-04, Tax Rolls and CFD Maps for CFD 10, 31 and 21 (IA1)

N.22. It is recommended that the Board of Education Adopt Resolution No. 2017/18-49 through Resolution No. 2017/18-68, levying special taxes on taxable property in Community Facilities Districts within the Riverside Unified School District. (Consent)
Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of Resolution No. 2017/18-49 through Resolution No. 2017/18-68, Tax Rolls and Community Facilities Districts (CFD) maps

The Board of Education must adopt several resolutions levying special taxes on taxable property in Community Facilities District No. 4, No. 6 (Improvement Areas No. 1 and 2), No. 7, No. 8, No. 9 (Improvement Areas No. 1, No. 2, No. 3, No. 4, and No. 5), No. 11, No. 12 (Bridle Creek), No. 13 (Improvement Area No. 1), No. 14, No. 15 (Improvement Areas No. 1, No. 2, and No.3), No. 16, No. 17 (Aldea Village), No. 18, No. 20, No. 21 (Improvement Area No. 2), No. 22, No. 24, No. 26, No. 27, and No. 32, for the fiscal year 2018-2019, to pay for administrative expenses incurred in connection with the levy and collection of said special taxes and the payment of such principal and interest.

Fiscal Impact: Tax Levies will cover District expenses for management of CFD's and allow the Fiscal Agent to make interest and principle payments to bondholders.

Attachments:

Resolution No. 2017/18-49 through Resolution 2017/18-68, Tax Rolls and CFD Maps

N.23. It is recommended that the Board of Education approve Change Order No. 2 for Bid No. 2016/17-28 – Category 02 – General Package – HVAC & Lighting Upgrades Phase II – Riverside Polytechnic High School – Hamel Contracting, Inc. (Consent)
Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17-28 – Category 02 – General Package – HVAC & Lighting Upgrades Phase II at Riverside Polytechnic High School. The bid was awarded to Hamel Contracting, Inc. and Purchase Order C6005258 was issued on June 5, 2017, in the amount of \$758,008.

Change Order No. 1, in the amount of \$37,239, was approved on February 6, 2018, (1) to install structural upgrades to access the HVAC platforms from above and (2) to credit back a reduction in scope to reduce the number of steel reinforcements at the openings in the Gym.

District staff is requesting approval for Change Order No. 2, to cover the cost of unforeseen scope of work to install a ramp to meet the American's With Disabilities Act requirements and to credit back the unused portion of the allowance.

Change Order No. 2, in the amount of \$6,155.19, brings the total amount of the purchase order to \$801,402.19. Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Fiscal Impact: The change order value of \$6,155.19, is included in the budget for this project.

Attached is a copy of Change Order No. 2 for Hamel Contracting, Inc.

Attachments:

Change Order #2.Poly Chiller Phase 2.Hamel Contracting, Inc.

N.24. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-17 – EMS Wire/Lighting Upgrade – Longfellow Elementary School – Dalke & Sons Construction. (Consent)

Speaker:

Sergio San Martin

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On April 10, 2017, the District's Purchasing Department approved Bid No. 2016/17-17 – EMS Wire/Lighting Upgrade – Longfellow Elementary School. The bid was awarded to Dalke & Sons Construction and Purchase Order C6005184 was issued on September 15, 2017, in the amount of \$679,680.

One subsequent change order was submitted on October 6, 2017, in the amount of \$26,928, to increase the initial contract due to additional ducting and electrical work not in the original scope of work. The total amount of the Purchase Order including all change orders is \$706,608. A second deductive change order was submitted on April 25, 2018, in the amount of (\$726), to decrease the initial contract due to damages and contractor errors. The total amount of the Purchase Order including all change orders is \$705,882.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and to perform and complete all work required in connection with the EMS/Wire and Lighting Upgrade – Longfellow Elementary School.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is ninety six percent (96%) from Prop 39 funds and four percent (4%) from Deferred Maintenance.

Attached is a copy of the Notification of Project Completion for Dalke & Sons Construction

Attachments:

NOC - Longfellow EMS/Lighting Upgrade

N.25. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-27 – Category 01 – Building Demolition/Abatement – Poly Chiller Phase 2 – Riverside Polytechnic High School – T3 Contractors Corp. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17-27 – Category 01 – Demolition – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to T3 Contractors Corp., and Purchase Order C6005258 was issued on June 5, 2017, in the amount of \$349,000.

Change Order No. 1, in the amount (\$17,896.25), was approved to credit back the unused portion of the allowance. This change order brings the total amount of the Purchase Order to \$331,103.75.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the Demolition and Abatement for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for T3 Contractors Corp.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - T3 Contractors, Corp.

N.26. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-28 – Category 02 – General Package – Poly Chiller Phase 2 – Riverside Polytechnic High School – Hamel Contracting, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17–28 – Category 02 – General Package – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to Hamel Contractors, Inc., and Purchase Order C6005259 was issued on June 5, 2017, in the amount of \$758,008.

Change Order No. 1, in the amount \$37,239, was approved on February 6, 2018, to revise framing and provide structural upgrades. Change Order No. 2, in the amount of \$6,155.19, was approved on June 5, 2018, to provide an ADA ramp at the ROTC entrance and to credit back the unused portion of the allowance. These change orders bring the total amount of the Purchase Order to \$801,402.19.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the General Package for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for Hamel Contracting, Inc.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - Hamel Contracting, Inc.

N.27. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-29 – Category 03 – Site and Building Plumbing – Poly Chiller Phase 2 – Riverside Polytechnic High School – Empyrean Plumbing, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17–29 – Category 03 – Site & Building Plumbing – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to Empyrean Plumbing, Inc., and Purchase Order C6005260 was issued on June 5, 2017, in the amount of \$236,316.

Change Order No. 1, in the amount (\$13,076), was approved to credit back the unused portion of the allowance. This change order brings the total amount of the Purchase Order to \$223,240.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the Site and Building Plumbing for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for Empyrean Plumbing, Inc.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - Empyrean Plumbing, Inc.

N.28. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-30 – Category 04 – Heating, Ventilation, and Cooling (HVAC) – Poly Chiller Phase 2 – Riverside Polytechnic High School – South Coast Mechanical, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17-30 – Category 04 – Heating, Ventilation, and Cooling (HVAC) – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to South Coast Mechanical, Inc., and Purchase Order C6005261 was issued on June 5, 2017, in the amount of \$945,795.

Change Order No. 1, in the amount (\$3,835.81), was approved to credit back the unused portion of the allowance. This change order brings the total amount of the Purchase Order to \$941,959.19.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the Heating, Ventilation, and Cooling (HVAC) for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for South Coast Mechanical, Inc.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - South Coast Mechanical, Inc.

N.29. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-31 – Category 05 – Electrical – Poly Chiller Phase 2 – Riverside Polytechnic High School – Baker Electric, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On May 1, 2017, the Board of Education approved Bid No. 2016/17-31 – Category 05 – Electrical – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to Baker Electric, Inc., and Purchase Order C6005262 was issued on June 5, 2017, in the amount of \$472,662.

Change Order No. 1, in the amount (\$253.54), was approved to credit back the unused portion of the allowance. This change order brings the total amount of the Purchase Order to \$472,408.46.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the Electrical for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for Baker Electric, Inc.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - Baker Electric, Inc.

N.30. It is recommended that the Board of Education approve a Notice of Completion for Bid No. 2016/17-40 – Category 06 – HVAC Controls – Poly Chiller Phase 2 – Riverside Polytechnic High School – JDC Contracting, Inc. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

On July 17, 2017, the Board of Education approved Bid No. 2016/17-40 – Category 06 – HVAC Controls – Poly Chiller Phase 2 – Riverside Polytechnic High School. The bid was awarded to JDC Contracting, Inc., and Purchase Order C6005408 was issued on August 14, 2017, in the amount of \$150,000.

Change Order No. 1, in the amount (\$9,686.10), was approved to credit back the unused portion of the allowance. This change order brings the total amount of the Purchase Order to \$140,313.90.

The scope of work for this project was to furnish all labor, materials, equipment, tools, utilities, and transportation services, and to perform and complete all work required in connection with the HVAC Controls for the Poly Chiller Phase 2 project.

District staff has reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is twenty-six percent (26%) from Redevelopment funds, forty-nine percent (49%) from Local Control and Accountability Plan (LCAP), and twenty-five percent (25%) from Measure B.

Attached is a copy of the Notification of Project Completion for JDC Contracting, Inc.

Attachments:

Notice of Completion - Poly Chiller Phase 2 - JDC Contracting, Inc.

N.31. It is recommended that the Board of Education accept a report on the compliance status of the Cal200 PE minutes settlement. (Consent)**Quick Summary / Abstract:**

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum and Instruction K-12

Rationale:

Board Meeting presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Attached are copies of the documentation materials received from RUSD school sites

Riverside Unified School District was one of thirty seven school districts sued by Cal200, an advocacy group interested in confirming school districts complied with Ed. Code section 51210(g) ensuring elementary students receive two hundred minutes of physical education instruction every ten days. A settlement was reached in late 2015 with Cal200 which stipulates that the Board of Education receive a report regarding the school site compliance with the settlement agreement and Ed. Code section 51210(g) within sixty days of semester end. This report states that all RUSD elementary schools are in compliance with providing two hundred minutes of physical education every ten days of instruction, and that school administrators are monitoring physical education instruction in partial accordance with the settlement agreement.

Attachments:

Cal200 Report

N.32. It is recommended that the Board of Education designate parents from Louisa May Alcott Elementary School to attend the No Excuses University Institute Conference in July, 2018 as representatives of the Board of Education. (Consent)**Quick Summary / Abstract:**

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Attached is a copy of the No Excuses University Institute Flyer

It is recommended that the Board of Education designate Mrs. Tecoyla Gaines and Mrs. Enza Bonngard, from Louisa May Alcott Elementary School, as representatives of the Board of Education for the No Excuses University Institute 2018 conference that takes place in Indian Wells on July 23-24, 2018. It is further recommended that the Board of Education authorize payment of all related travel expenses.

Fiscal Impact/Funding Source: \$1,400 / Title I Funding

Attachments:

No Excuses University Institute Flyer

N.33. It is recommended that the Riverside Unified School District Board of Education

approve the exemption of three students who are unable to complete the requirement for physical education due to severe medical or physical conditions. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Students are required by California Education Code to complete a minimum of two years of physical education as a graduation requirement. High School students have four years to complete this requirement. Each year RUSD has a small number of high school junior and senior students that are unable to complete the requirement due to a severe medical and physical condition, in which a modification program to meet the needs of the pupils cannot be provided. California Education Code grants authority to local governing boards to issue exemptions for these students (EC 51241) (c) (1).

The students requiring permanent exemption due to severe medical or physical conditions are:

Student ID# 324288
Student ID# 334631
Student ID# 334061

N.34. It is recommended that the Board of Education approve Martin Luther King High School's Skills USA engineering students to attend an out-of-state field trip to Louisville, Kentucky. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Attached is a copy of the Multiple Day Field Trip Application, Pre-Approval Checklist and Itinerary

Martin Luther King High School is requesting to travel to Louisville, Kentucky to participate in the Skills USA National Leadership Annual Skills Conference on June 24-30, 2018. This field trip is being paid for by fundraising activities, parent donations and site discretionary funds.

Fiscal Impact/Funding Source: \$4000/Site Discretionary

Attachments:

King Field Trip to Louisville, Kentucky on June 24-30, 2018

N.35. It is recommended that the Board of Education approve the Martin Luther King High School's Cross Country team to attend an out-of-state field trip to Seattle, Washington. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Attached is a copy of the Multiple Day Field Trip Application, Pre-Approval Checklist and Itinerary

Martin Luther King High School is requesting to travel to Seattle, Washington to participate in the Nike Twilight Cross Country Invitational on September 27-30, 2018. This field trip is being funded by fundraising activities and parent donations.

Fiscal Impact/Funding Source: \$500/Site Discretionary

Attachments:

King Field Trip to Seattle, Washington on Sept 27-30, 2018

N.36. It is recommended that the Board of Education take the recommended actions from the Administrative Hearing Panel and/or the Assistant Superintendent, Pupil Services/SELPA and adoption of the findings of fact for all approved cases. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA

Rationale:

Board Meeting Presenter: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA

Case for Expulsion

Consistent with Administrative Regulation #5144.1, principals may suspend students who are in violation of Education Code Section 48900 and Board Policy #5144.1. Certain violations identified in Education Code Section 48915 are of a serious nature that require recommendation to the Board of Education for expulsion.

Student Case: #2017-099

Cases for Expulsion with a Recommendation for Suspended Expulsion

Education Code Section 48917 provides that a student who has been recommended for expulsion may have the expulsion suspended by the Board of Education. The suspended expulsion is valid for the term of the original expulsion order. The student is placed upon school probation, assigned to a school program, and must remain there until the conditions identified in the Rehabilitation Plan are met.

Student Cases: #2017-094; #2017-095; #2017-096; #2017-097; #2017-100; #2017-101; #2017-102; #2017-103; #2017-104; #2017-105; #2017-106; #2017-107; #2017-108; #2017-109

Case for Revocation of a Suspended Expulsion that Reverts Back to a Full Expulsion

Students who violate the conditions of their Rehabilitation Plan while on a suspended expulsion may have the suspension of their original expulsion order revoked and may thereby be expelled under the terms of the original expulsion order.

Student Case: #2017-086

Case for Admittance of a Student Expelled by Another District

Education Code Section 48915 permits school districts to enroll a student expelled by another school district for certain specific violations following a hearing in which the receiving school district determines the student does not represent a threat to the safety of students or staff or of disrupting the instructional program.

Student Case: #2017-00M

Cases for Reinstatement After Suspended Expulsion

Education Code Section 48917 provides that a student on a suspended expulsion may be reinstated by action of the Board of Education when the student has satisfactorily completed the conditions identified in the Rehabilitation Plan ordered at the time the student was expelled.

Student Cases: #2015-039; #2016-031; #2016-041; #2016-095; #2017-00K; #2017-010; #2017-015; #2017-028; #2017-050; #2017-055; #2017-057

Case for Readmission After Expulsion

Students expelled from the Riverside Unified School District who have successfully completed the conditions stipulated in their rehabilitation plan may apply for readmission (RUSD Rules and Regulations #5144.1).

Student Case: #2016-092

N.37. It is recommended that the Board of Education approve Certificated Personnel Assignment Order No. CE 17/18-18 and Classified/Non-Classified Personnel Assignment Order CL No. 17/18-18. (Consent)

Quick Summary / Abstract:

Responsible Cabinet Member: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Rationale:

Board Meeting Presenter: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Approval by the Board of Education is requested of the District's latest management, certificated and classified personnel actions, which include the following: Authorization to Teach in a Single Subject Area, Change in Status from Substitute Employee to Regular Employee, Change of Employment Status, Exhaustion of Sick Leave-39 month Reemployment, Increase in Hours/Work Year, Leaves, New Hires, Non-Reemployment of Employees on a Temporary Contract (E.C. §44909), (E.C. §44911), (E.C. §44920), Paid Administrative Leaves, Promotions, Promotions-Managers/Supervisors, Reclassifications, Rehires, Resignations, Retirements, Substitute Teachers, Temporary Assigned to a Higher Classification, Voluntary Demotions/Reassignments/Reductions/Transfers.

Attached is a copy of the 06-05-18 Certificated Personnel Assignment Order-CE 17/18-18 and Classified/Non-Classified Personnel Assignment Order CL 17/18-18

Fiscal Impact: To be determined

Attachments:

Personnel Consent Agenda 2017-18-18

O. PUBLIC HEARINGS

O.1. It is recommended that the Board of Education conduct a Public Hearing on the proposed 2017-20 Local Control and Accountability Plan to be considered for adoption.

(Public Hearing)
Quick Summary / Abstract:

Responsible Cabinet Member: Lynn Carmen Day, Chief Academic Officer

Rationale:

Board Meeting Presenters: Lynn Carmen Day, Chief Academic Officer and Daniel Sosa, Director, Strategic Initiatives & Program Development

Attached is a copy of the Proposed 2017-20 Local Control and Accountability Plan (LCAP) and the Public Hearing Notice

California Education Code Section 52060(d) requires that, on or before July 1 of each year, the governing board of each school district shall 1) hold a Public Hearing on the Local Control and Accountability Plan (LCAP) to be adopted for the subsequent fiscal year, and 2) adopt an LCAP subsequent to the Public Hearing. Furthermore, the LCAP and supporting documentation must be available for public inspection at least three working days prior to the public hearing.

The proposed 2017-20 LCAP for the Riverside Unified School District has been prepared pursuant to California Education Code 52060 and 52066, describing annual goals for all students including numerically significant student groups. The LCAP will list specific activities to address state and local priorities, and will include descriptions of expenditures and services to implement the actions. The LCAP will reflect the annual anticipated progress using benchmarks to monitor the progress of the plan.

Fiscal Impact/Funding Source: None

Minutes:

President Lock-Dawson opened the Public Hearing at 7:58 p.m. Mr. Daniel Sosa Director, Strategic Initiatives & Program Development, provided a brief presentation summarizing the recommendations that the Board of Education had made at the May 1st Board meeting. He summarized the actions and services, and highlighted changes from the previous year's plan. There were no requests from the Public to address the Board of Education and the Public Hearing was closed at 8:08 p.m.

Attachments:

[LCAP Comparison 2017-18 to 2018-19](#)
[LCAP Public Hearing Presentation](#)
[LCAP Summary 2018-19](#)
[Public Hearing Notice](#)
[Superintendent's Response](#)

O.2. It is recommended that the Board of Education conduct a Public Hearing for the 2018-19 Proposed All Funds Budget to be considered for adoption. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Mays Kakish, Chief Business Officer/Governmental Relations

Rationale:

Board Meeting Presenter: Mays Kakish, Chief Business Officer/Governmental Relations

Attached is a copy of: Notice of Public Hearing and Summary of the proposed revenues, expenditures, transfers, and fund balances

California Education Code Sections 42103 and 42127 require that, on or before July 1 of each year, the governing board of each school district shall 1) hold a Public Hearing on the budget to be adopted for the subsequent fiscal year, and 2) adopt a budget subsequent to the Public Hearing. Furthermore, the budget and supporting documentation must be available for public inspection at least three working days prior to the Public Hearing.

Minutes:

Board President Mrs. Lock-Dawson, opened the Public Hearing at 8:09 p.m. Chief Business Officer Mrs. Mays Kakish provided a presentation including the District's budget report comparing 2017-18 estimated actuals with the 2018-19 budget. She reviewed the fund balances for restricted and unrestricted income, discussed salaries and benefits, and the 2% reserve for financial uncertainties. There were no requests from the Public to address the Board and the Public Hearing closed at 8:46 p.m.

President Lock-Dawson called for a brief recess from 8:47 p.m. to 8:55 p.m.

Attachments:

[All Funds Budget](#)
[Budget Presentation](#)
[Public Hearing](#)

O.3. It is Recommended that the Board of Education conduct a Public Hearing to consider establishing Community Facilities District No. 29. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached are copies of the Notices of Public Hearing

On April 17, 2018, the Board of Education adopted Resolution No. 2017/18-26, and Resolution No. 2017/18-27, resolutions of intention to form Community Facilities District (CFD) No. 29, and set a Public Hearing on the formation for June 5, 2018.

Interested persons will be afforded an opportunity to present testimony.

Following the Public Hearing, the Board of Education will consider five resolutions: Resolution No. 2017/18-35, Resolution No. 2017/18-36, Resolution No. 2017/18-37, Resolution No. 2017/18-38, and Resolution No. 2017/18-39, all related to establishing the formation of CFD No. 29.

Fiscal Impact: None

Minutes:

President Lock-Dawson opened the Public Hearing at 8:57 p.m. Assistant Superintendent of Operations, Sergio San Martin, introduced Bond Counsel, Kim Byrens, from Best Best & Krieger, to describe the process to include a report regarding the estimated cost of CFD 29. Kim Byrens asked the Board Clerk, Mrs. Kathy Allavie if any protests were received; she stated that none were received.

At this time, Mrs. Lock-Dawson called for the Board to consider adopting Resolution No. 2017/18-35, 2017/18-36, 2017/18-37, 2017/18-38. The Board of Education moved to agenda item P-1 to take action on these Resolutions. Bond Counsel, Kim Byrens, requested that Board of Education Clerk, Mrs. Allavie conduct consolidated special elections by opening the ballots and announcing the number of ballots received, and the results. Mrs. Allavie noted there were two ballots that were in favor of the propositions. The Board of Education took action and approved Resolution No. 2017/18-39.

The Board of Education waived the first reading of Ordinance No. 2017/18-01 levying special taxes with a motion by Mr. Hunt, a second by Mrs. Allavie with a vote of 5 ayes and 0 noes. Mrs. Lock-Dawson closed the Public Hearing at 9:03 p.m.

Attachments:[Notice of Public Hearing on Resolution Delcarina Necessity for CFD 29](#)[Notice of Public Hearing on Resolution of Intention for CFD 29](#)

O.4. It is recommended that the Board of Education conduct a Public Hearing prior to the adoption of Resolution No. 2017/18-41, adopting the findings of the Fee Justification Study for residential and commercial/industrial development, statutory Level I fees. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached is a copy of the Notice of Public Hearing.

At its February meeting in even-numbered years, the State Allocation Board makes an inflationary adjustment to the statutory residential and commercial/industrial development fees that may be charged by school districts throughout the State of California. On January 24, 2018, the fees were increased from \$3.48 to \$3.79 per square foot for residential development and from \$0.56 to \$0.61 per square foot for commercial/industrial development. These fees are known as the statutory Level I fees.

In order to charge higher fees, a district must perform a Fee Justification Study that shows that the impacts of development are equal to or greater than the statutory fees, and adopt the findings of the study. Prior to adoption, a public hearing must be held to receive any public comment regarding the study. The school fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

A Public Hearing to consider Riverside Unified School District's Fee Justification Study for Residential and Commercial/Industrial Development was duly noticed, and the report has been available for public review for at least ten days, beginning May 22, 2018.

Following the opening of the Public Hearing, any written comments received by the June 5, 2018, written comments deadline will be submitted into the record. The Board will then call for and hear any public comments, and after hearing any comments, close the Public Hearing.

Fiscal Impact: None

Minutes:

Board President Lock-Dawson opened the Public Hearing at 9:04 p.m. Assistant Superintendent, Sergio San Martin, introduced Doug Floyd, from Koppel & Gruber, and Jeff Hoskinson, from AALRR, to answer questions for the Board Trustees about the findings of the fee justification study for residential and commercial/industrial development, statutory Level I fees. There were no requests from the Public to address the Board and the Public Hearing was closed at 9:08 p.m.

Attachments:

[Notice of Public Hearing for Fee Justification Study 2018](#)

O.5. It is recommended that the Board of Education conduct a Public Hearing considering the approval of a School Facilities Needs Analysis and Alternative School Facility Fees (Level II & III fees) in compliance with Government Code Sections 65995.5, 65995.6, and 65995.7. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent of Operations

Attached is a copy of the Notice of Public Hearing

Pursuant to Government Code 66995.5 et seq., the District is required to adopt a School Facilities Needs Analysis in order to levy the alternative school facilities fees provided under Senate Bill 50. The School Facility Needs Analysis, dated April 24, 2018, demonstrates that the District may impose \$4.10 per square foot in Level II Fees and \$8.20 per square foot in Level III Fees on new residential construction. Prior to adopting the School Facilities Needs Analysis, the Board of Education must conduct a Public Hearing.

A Public Hearing to review Riverside Unified School District's School Facilities Needs Analysis was duly noticed, and the report has been available for public review for at least thirty days, beginning May 4, 2018.

Fiscal Impact: None

Minutes:

Board President Lock-Dawson opened the Public Hearing at 9:09 p.m. Assistant Superintendent, Sergio San Martin, introduced BLANK to answer questions for the Board Trustees about the School Facilities Needs Analysis fees. There were no requests from the Public to address the Board and the Public Hearing was closed at 9:15 p.m.

Attachments:

[Notice of Public Hearing for 2018 SFNA](#)
[SFNA historical data fees](#)

O.6. It is recommended that the Board of Education conduct a Public Hearing to consider and respond to all comments received by the Riverside Unified School District related to the Annual SELPA Budget and Service Plan thereto. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA

Rationale:

Board Meeting Presenter: Timothy R., Walker, Assistant Superintendent, Pupil Services/SELPA

Attached is the Notice of Public Hearing for the Annual SELPA Budget and Service Plan

The California Department of Education (CDE) requires that each SELPA annually obtain approval from its governing board for budget and service plans following a public hearing. The plans must then be submitted to the CDE, prior to June 30, 2018, for final approval.

Copies of the plans are available for inspection at the Riverside Unified School District SELPA office.

Fiscal Impact: None

Minutes:

Board President Lock-Dawson opened the Public Hearing at 9:16 p.m. Assistant Superintendent Mr. Tim Walker provided an overview of the SELPA Budget and Service Plan and said these plans are submitted yearly to the California Department of Education. There was one request from the Public, Mr. Keith Nelson, to address the Board during the Public Hearing. He mentioned engaging the Community Advisory Committee partnership, as well as addressing issues with Speech and Language Pathologists. The Public Hearing was closed at 9:20 p.m.

Attachments:

[Notice of Public Hearing](#)

O.7. It is recommended that the Board of Education conduct a Public Hearing regarding initial proposals for negotiations, mutually submitted by the Riverside Unified School District and the Riverside City Teachers Association for the 2018-19 School Year. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Kyley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

A Public Hearing is to be held on the initial proposal for negotiations mutually submitted by the Riverside Unified School District and the Riverside City Teachers Association (RCTA) for the 2018-2019 school year.

Rationale:

Board Meeting Presenter: Kyley Ybarra, Assistant Superintendent, Department of Personnel, Leadership and Development.

The Riverside Unified School District Board of Education and the Riverside City Teachers Association has mutually submitted an initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District and the Riverside City Teachers Association.

Riverside Unified School District Board of Education and the Riverside City Teachers Association are proposing to negotiate the following sections of the Collective Bargaining Unit Agreement:

Articles to be Sunshined

- Article X – Hours of Employment
- Article XII - Class Size
- Article XII - Employee Evaluation Procedures
- Article XIX - Beginning Teacher Support and Assessment Program (BTSA)
- New Article Professional Growth Systems (PGS) currently Article XVIII Peer Assistance Review (PAR)

Minutes:

Board President Lock-Dawson opened the Public Hearing at 9:21 p.m. Assistant Superintendent of Personnel, Kyley Ybarra said that this Public Hearing was to establish initial proposals for negotiations, mutually submitted by the Riverside Unified School District and the Riverside City Teachers Association for the 2018-19 School Year. There were no requests from the Public to address the Board and the Public Hearing was closed at 9:22 p.m.

Attachments:

[RUSD and Public Hearing](#)

O.8. It is recommended that the Board of Education conduct a Public Hearing regarding initial proposals for negotiations submitted by the California School Employees Association (CSEA) Chapter 506 for the 2018-19 School Year. (Public Hearing)

Quick Summary / Abstract:

Responsible Cabinet Member: Kyley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

A Public Hearing is to be held on the initial proposal for negotiations submitted by the California School Employees Association (CSEA) Chapter 506 for the 2018-19 school year.

Rationale:

Board Meeting Presenter: Kyley Ybarra, Assistant Superintendent, Department of Personnel, Leadership and Development.

The California School Employees Association Chapter 506 has submitted an initial proposal for the collective bargaining agreement between the Riverside Unified School District and Chapter 506 of the California School Employees Association.

California School Employees Association Chapter 506 is proposing to negotiate the following sections of the Collective Bargaining Unite Agreement:

Articles to be Sunshined by Riverside Unified School District

- Article III – Organizational Rights
- Article VIII – Salary Classification
- Article X – Hours of Employment and Overtime
- Article XIV – Transfers/Promotions/Reassignments/Voluntary Demotions
- Appendix B – Professional Growth

Articles to be Sunshined by the California School Employees Association Chapter 506

Article VII – Pay and Allowances
 Article IX – Health and Welfare Benefits
 Article X – Hours of Employment
 Article XIII – Leaves
 Article XIV – Transfers/Promotions/Reassignments/Voluntary Demotions
 Article XIX – Disciplinary Action and Dismissal Procedures
 Appendix B – Professional Growth Language

Attached is a copy of the CSEA to RUSD Sunshine Articles Public Hearing 6.5.18

Fiscal Impact: To be determined

Minutes:

Board President Lock-Dawson opened the Public Hearing at 9:23 p.m. Assistant Superintendent of Personnel, Kyley Ybarra said that this Public Hearing was to establish initial proposals for negotiations submitted by the California School Employees Association (CSEA) Chapter 506 for the 2018-19 School Year. There were no requests from the Public to address the Board and the Public Hearing was closed at 9:24 p.m.

Attachments:

[CSEA to RUSD Sunshine Articles Public Hearing 6.5.18](#)

P. ACTION

P.1. It is recommended that the Board of Education adopt Resolution No. 2017/18-35, Resolution No. 2017/18-36, Resolution 2017/18-37, Resolution No. 2017/18-38, and Resolution 2017-18-39, establishing Community Facilities District No. 29. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached are copies of Resolution No. 2017/18-35, Resolution No. 2017/18-36 Resolution 2017/18-37, Resolution 2017/18-38, and Resolution No. 2017/18-39, Joint Community Facilities Agreement with County and Flood Control, Joint Community Facilities Agreement with the City of Riverside, School Facilities Mitigation Agreement, and the Community Facilities District (CFD) No. 29 Map.

Resolution No. 2017/18-35 - Resolution of the Board of Education of Riverside Unified School District Approving a Joint Community Facilities Agreement with the Riverside County Flood Control and Water Conservation District, the County Of Riverside, MRF Groves Development, LP and Spring Mountain Investments, LLC, Approving a Joint Community Facilities Agreement with the City of Riverside, MRF Groves Development, LP and Spring Mountain Investments, LLC, and Approving a School Facilities Mitigation Agreement.

Resolution No. 2017/18-36 - Resolution of the Board of Education of Riverside Unified School District Establishing Community Facilities District No. 29 of Riverside Unified School District, County of Riverside, State of California, Establishing the Boundaries Thereof and Designating Improvement Area No. 1 and Improvement Area No. 2 Thereof.

Resolution No. 2017/18-37 - Resolution of the Board of Education of Riverside Unified School District Determining the Necessity for Community Facilities District No. 29 of Riverside Unified School District to Incur a Bonded Indebtedness in an Aggregate Principal Amount Not to Exceed \$10,700,000 for Providing Public Facilities Within and For Improvement Area No. 1 and Improvement Area No. 2 of the Community Facilities District, and Calling Special Elections for the Community Facilities District and the Improvement Areas on Propositions for Incurring Such Bonded Indebtedness.

Resolution No. 2017/18-38 - Resolution of the Board of Education of Riverside Unified School District Calling Special Elections and Submitting to the Voters of Improvement Area No. 1 and Improvement Area No. 2 of Community Facilities District No. 29 of Riverside Unified School District Propositions with Respect to the Annual Levy of Special Taxes Within Said Improvement Areas to Pay Principal and Interest on Bonds of the Community Facilities District Which May Be Issued and Sold to Finance Public Facilities for the Improvement Areas and Establishing an Appropriations Limit for the Community Facilities District.

Resolution No. 2017/18-39 - Resolution of the Board of Education of Riverside Unified School District Declaring the Results of the Consolidated Special Elections Within Community Facilities District No. 29 of Riverside Unified School District, County of Riverside, State of California, and Within Improvement Area No. 1 and Improvement Area No. 2 Thereof.

Fiscal Impact: Total CFD \$10,700.00

Actions:

Motion

The recommendation that the Board of Education adopt Resolution

Vote:

Yes Kathy Allavie.

No. 2017/18-35, Resolution No. 2017/18-36, Resolution 2017/18-37, Resolution No. 2017/18-38, establishing Community Facilities District No. 29 Passed with a motion by Angelov Farooq and a second by Tom Hunt.

Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Motion

The recommendation that the Board of Education adopt Resolution No. 2017/18-39 declaring the results of special elections Passed with a motion by Tom Hunt and a second by Angelov Farooq.

Vote:
Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Minutes:

The recommendation that the Board of Education adopt Resolution No. 2017/18-35, Resolution No. 2017/18-36, Resolution 2017/18-37, Resolution No. 2017/18-38, and Resolution 2017-18-39, establishing Community Facilities District No. 29 passed

Attachments:

CFD 29 Map
 Joint Community Facilities Agreement with City of Riverside, MRF-Groves Development and Spring Mt. Investments for CFD 29
 Joint Community Facilities Agreement with County and Flood Control for CFD 29
 Resolution 35 - Approving Joint Agreement with County of Riverside
 Resolution 36 - Resolution of Formation to Establish CFD 29
 Resolution 37 - Resolution Determining Necessity for CFD 29
 Resolution 38 - Resolution Calling Special Elections for CFD 29
 Resolution 39 - Resolution Declaring Results of Special Elections for CFD 29
 School Facilities Mitigation Agreement Between RUSD, MRF-Groves Development and Spring Mt. Investments for CFD 29

P.2. The Board of Education will be provided with a First Reading of Ordinance No. 2017/18-01, levying special taxes on taxable property in Community Facilities District No. 29. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached is a copy of Ordinance No. 2017/18-01, and the Community Facilities District (CFD) No. 29 Map

The ordinance process is used when new homeowners have been added and for the purpose of including the CFD tax in their tax bill.

The Board of Education must adopt ordinance No. 2017/18-01, levying special taxes on taxable property in Community Facilities District (CFD) No. 29, for the fiscal year 2018-2019, to pay debt service on the outstanding bonds and to pay the costs associated with the administration of Community Facilities District No. 29. This is a First Reading of the ordinance.

It is further recommended that this ordinance be placed on the July 17, 2018, Board of Education meeting agenda for Second Reading and adoption.

The vote on Ordinance No. 2017/18-01 must be done by roll call.

Fiscal Impact: None

Actions:

Motion

The Board of Education waived the First Reading of Ordinance No. 2017/18-01, levying special taxes on taxable property in Community Facilities District No. 29. The motion to approve the taxable property in CFD 29 Passed with a motion by Tom Hunt and a second by Kathy Allavie.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

CDF No. 29 Map
 Ordinance No. 2018-18-01

P.3. It is recommended that the Board of Education adopt Resolution No. 2017/18-41, increasing the statutory school fees of residential development and of commercial and industrial development, and adopting the findings of the Fee Justification Study. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached is a copy of Resolution No. 2017/18-41 and Fee Justification Study Report 2018.

A public hearing for consideration of Riverside Unified School District's Fee Justification Study was held earlier in this meeting.

Resolution No. 2017/18-41 adopts the findings of the Fee Justification Study that shows Riverside Unified School District may justify the collection of the statutory fees of \$3.79 per square foot of new residential development and \$0.61 per square foot for commercial and industrial development. This is an increase from the currently adopted levels of \$3.48 per square foot for residential and \$0.56 per square foot for commercial and industrial development.

The new statutory fees will take effect on August 5, 2018, sixty (60) days following the adoption of Resolution No. 2017/18-41.

Fiscal Impact: Dependent on the number of building permits pulled in next two years.

Actions:

Motion

The recommendation that the Board of Education adopt Resolution No. 2017/18-41, increasing the statutory school fees of residential development and of commercial and industrial development, and adopting the findings of the Fee Justification Study Passed with a motion by Tom Hunt and a second by Angelov Farooq.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

Fees Justification Study historical data
Resolution No. 2017/18-41

P.4. It is recommended that the Board of Education Adopt Resolution No. 2017/18-42, approving a School Facilities Needs Analysis, adopting Alternative School Facility Fees, adopting Responses to Public Comments Received, and Making Related Findings and Determinations. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Sergio San Martin, Assistant Superintendent, Operations

Rationale:

Board Meeting Presenter: Sergio San Martin, Assistant Superintendent, Operations

Attached is a copy of Resolution No. 2017/18-42, School Facilities Needs Analysis Report dated April 28, 2018, and Developer Fee Matrix 2018.

A public hearing to consider the findings of the School Facilities Needs Analysis dated April 24, 2018, (2018 SFNA) was held earlier in this meeting.

The 2018 SFNA demonstrates that the Riverside Unified School District is justified in collecting alternative residential development mitigation fees of \$4.10 per square foot at Level II, while the State has school bond funds available for new school construction, or \$8.20 per square foot at Level III, which would go into effect if the State were to declare that bond funds were no longer available.

Resolution No. 2017/18-42 adopts the findings of the 2018 SFNA. The new Level II fees would take effect immediately. The adoption of the 2018 SFNA remains in effect for one year, or until the adoption of a subsequent School Facilities Needs Analysis, whichever occurs first.

The new Level II residential fee of \$4.10 per square foot replaces the Level II fee of \$4.01 per square foot.

Fiscal Impact: Dependent upon the square footage of residential units constructed within the District

Actions:

Motion

The recommendation that the Board of Education Adopt Resolution No. 2017/18-42, approving a School Facilities Needs Analysis, adopting Alternative School Facility Fees Passed with a motion by Angelov Farooq and a second by Tom Hunt.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

2018 Developer Fee Matrix
Resolution No. 2017/18-42
SFNA historical data fees
SFNA Report 2018

P.5. It is recommended that the Board of Education adopt the 2018-19 Special Education Annual Budget Plan. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA

Rationale:

Board Meeting Presenters: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA, Jason Ramirez, Director of Special Education.

Attached is the Budget Plan which summarizes the State and Federal special education revenues and the projected special education budget for 2018-19.

Actions:

Motion

The recommendation that the Board of Education adopt the 2018-19 Special Education Annual Budget Plan as presented Passed with a motion by Angelov Farooq and a second by Kathy Allavie.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

[Special Education Annual Budget Plan](#)

P.6. It is recommended that the Board of Education adopt the 2018-19 Special Education Annual Service Plan. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA

Rationale:

Board Meeting Presenters: Timothy R. Walker, Assistant Superintendent, Pupil Services/SELPA, Jason Ramirez, Director of Special Education.

Attached is a copy of the Service Plan which describes the full continuum of Special Education services provided by the Riverside Unified Special Education Local Plan Area (SELPA).

Fiscal Impact: None

Actions:

Motion

The recommendation to adopt the 2018-19 Special Education Annual Service Plan as presented Passed with a motion by Tom Hunt and a second by Angelov Farooq.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

[Special Education Annual Service Plan](#)

P.7. It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Rationale:

Board Meeting Presenter: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Educators who serve in public schools are required to hold an appropriate credential and/or authorization for their teaching or service assignment. When a credentialed educator is not fully prepared or otherwise legally authorized for their particular assignment, many Local Education Agencies (LEAs) seek a legal authorization that includes a structured pathway toward full preparation in the new authorization area by using an emergency or limited assignment permit.

The Declaration of Need for Fully Qualified Educators is an annual form submitted to the Commission by California employing agencies as required by statute. The Declaration of Need form contains the estimated number of emergency and limited assignment teaching permits that will be requested during the school year. In addition, the Declaration of Need requires verification by the LEA that policies for conducting diligent searches to recruit fully credentialed individuals have been implemented.

Without an approved Declaration of Need on file, the district will be unable to submit emergency teaching permits that will allow our district flexibility in filling assignments while teachers complete the requirements for a full credential or authorization.

Attached is a copy of the Declaration of Need for Fully Qualified Educators

Fiscal Impact: None

Actions:**Motion**

The recommendation that the Board of Education approve the Declaration of Need for Fully Qualified Educators. Passed with a motion by Kathy Allavie and a second by Angelov Farooq.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Attachments:

Declaration of Need for Fully Qualified Educators

P.8. It is recommended that the Board of Education approve the request for a Variable Term Waiver – Education Code 44265.3 Speech Language Pathology professional program requirements for the above named individual. (Action)

Quick Summary / Abstract:

Responsible Cabinet Member: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Rationale:

Board Meeting Presenter: Kiley Ybarra, Assistant Superintendent, Department of Personnel-Leadership and Development

Since July 1994, The Commission on Teacher Credentialing has had the authority to issue waiver documents that have expressly to do with educator preparation and credentialing and with the ability of employers to employ or assign persons who are not appropriately credentialed for their assignment.

Variable Term Waivers give the employer flexibility to cover assignments when a fully qualified credential employee cannot be found. Waivers allow employers to meet staffing needs while searching for an individual who either holds an appropriate credential or qualifies for one of the available assignment options for the assignment. It also allows the individuals holding a waiver to complete their professional preparation program requirements while serving in the classroom.

The following individual requires a Variable Term Waiver to waive the professional preparation program requirements for Speech Language Pathologist under Education Code 44265.3. This candidate will complete all requirements for the SLP credential program in May 2019.

Name: Kelsey Gouveia
 Subject Area: Speech Language Pathologist
 School Site: Special Education
 Effective Date: May 1, 2018

Fiscal Impact: None

Actions:**Motion**

The recommendation that the Board of Education approve the request for a Variable Term Waiver, per Education Code 44265.3, for the Speech Language Pathology professional program requirements for Kelsey Gouveia Passed with a motion by Kathy Allavie and a second by Tom Hunt.

Vote:

Yes Kathy Allavie.
Yes Angelov Farooq.
Yes Tom Hunt.
Yes Brent Lee.
Yes Patricia Lock Dawson.

Q. REPORTS/DISCUSSION

Q.1. The Board of Education will be presented with a report which includes an update on English Language Learner achievement in the Riverside Unified School District. (Reports/Discussion)

Quick Summary / Abstract:

Responsible Cabinet Member: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Rationale:

Board Meeting Presenter: Dr. Ryan Lewis, Assistant Superintendent, Curriculum & Instruction K-12

Attached is a copy of the English Learner Achievement presentation

Riverside Unified School District (RUSD) staff will provide the Board of Education with information to update them about English Language Learner supports that are currently in place.

Fiscal Impact/Funding: None

Minutes:

Dr. Ryan Lewis, Assistant Superintendent of Curriculum & Instruction provided the Board of Education with

an update about English Language Learner support systems that are currently in place such as building capacity and shared leadership, the reclassification process, progress monitoring, as well as professional learning during the 2018-19 school year. Dr. Lewis discussed the reclassification progress of students over the past three years, and included information on what the reclassification criteria is for the state. He shared the goals with the Board of Education for the outcomes for 2018-19 which included increasing structured student talk, implementing ELA/ELD and Math Core Instruction using the adopted materials, refining English Learner Placement 7-12 to support core curriculum, and identifying and piloting Benchmark Assessments that are aligned to the new state ELPAC assessments.

Attachments:

English Learner Achievement 6.5.18

R. MEETING CONCLUSION

R.1. Agenda Items for Future Meetings

Minutes:

There were no items held over for future meetings.

R.2. Adjournment

Quick Summary / Abstract:

The next regular meeting of the Board of Education is scheduled for Tuesday, June 26, 2018. The meeting will be called to order at 4:30 p.m. at the Riverside Unified School District Psychological Services Building, located at 3637 Arlington Avenue, Riverside.

Minutes:

The Board of Education President, Mrs. Lock-Dawson, adjourned the meeting at 9:44 p.m. in memory of Paul Salyers who was the band director at Frank Augustus Miller Middle School, and Don Markham who coached football at Ramona High School for many years.

6/5/2018 4:30:00 PM (Original)

- Present Kathy Allavie
- Present Angelov Farooq
- Present Tom Hunt
- Present Brent Lee
- Present Patricia Lock Dawson



Item code	Product	Pack Size	Price
4768	Apples, Green Granny Smith -IW sliced	200-2oz	\$ 43.00
6291	Apples, Red -IW sliced	200-2oz	\$ 43.00
9203	Apples-Variety *	138ct	\$ 22.50
2672	Apples-Variety *	163ct	\$ 22.50
1860	Avocado-Medium Size	6 ct	\$ 3.50
2712	Bananas-Green Tip	40#	\$ 17.50
2008	Bell Pepper-Green Med.	5 #	\$ 7.50
2016	Bell Pepper-Red Med.	5 #	\$ 9.60
2018	Bell Pepper-Yellow Med.	5 #	\$ 14.00
3139	Broccoli Crowns-Bagged	20 #	\$ 18.50
1891	Cabbage-Green	3 ct	\$ 4.50
5395	Cabbage-Green Shredded 1/8"	4-5#	\$ 16.80
3482	Cabbage-Green Shredded 1/8"	5#	\$ 4.20
1897	Cabbage-Red	3 ct	\$ 5.70
4722	Cabbage-Slaw Mix	4-5#	\$ 15.60
3493	Cabbage-Slaw Mix	5#	\$ 3.90
2766	Cantaloupe-Size Best Buy *	6-15 ct	\$ 15.50
5228	Carrot-Baby Peeled	200-1.5oz	\$ 19.50
5737	Carrot-Coins 1/4"	4-5#	\$ 17.00
8789	Carrot-Coins 1/4"	5#	\$ 4.25
3571	Carrot-Shredded 1/8"	4-5#	\$ 16.50
3572	Carrot-Shredded 1/8"	5#	\$ 4.13
9918	Carrot-Sticks 4"	4-5#	\$ 24.80
9917	Carrot-Sticks 4"	5#	\$ 6.20
5438	Cauliflower Florets	4-5#	\$ 46.00
3600	Cauliflower Florets	5#	\$ 11.50
6193	Celery-Sticks 4 1/2" Loose	4-5 #	\$ 26.00
3649	Celery-Sticks 4 1/2" Loose	5#	\$ 6.50
1904	Celery-Tied	3 ct	\$ 2.85
1908	Chili-Jalapeno/Yellow/Serrano	LB	\$ 0.95
1911	Cilantro-Bunch	6 ct	\$ 5.70
1919	Cucumber-Medium	6 ct	\$ 5.70
4145	Eggs-Hard Boiled	4-5#	\$ 32.50
1931	Garlic-Loose Bulb	LB	\$ 3.50
2745	Grapes-Lunch Bunch *	18#	\$ 25.50
4639	Grapes-Red Seedless *	5 lbs	\$ 8.00
2779	Honeydew-Whole Best Buy	4-8ct	\$ 14.50
3719	Jicama Sticks	4-5#	\$ 44.00
3720	Jicama Sticks	5#	\$ 11.00
2756	Kiwi	19 #	\$ 22.50
1958	Lemon-Choice	5 #	\$ 4.75
3159	Lettuce-Green Leaf	24ct	\$ 15.50
1961	Lettuce- Green Leaf Ind. Tied	3 ct	\$ 4.50
1963	Lettuce-Iceberg-Ind.	3 ct	\$ 4.50

1965	Lettuce-Red Leaf-Ind.	3 ct	\$ 4.50
3188	Lettuce-Red Leaf	24ct	\$ 16.50
3190	Lettuce-Romaine	24ct	\$ 16.50
9852	Lettuce-Romaine Chopped	6-2#	\$ 15.50
9886	Lettuce-Romaine Chopped	2#	\$ 2.59
4849	Lettuce-Shredded 1/4"	4-5#	\$ 13.00
3754	Lettuce-Shredded 1/4"	5#	\$ 3.25
1970	Limes	6 ct	\$ 2.90
5128	Mushrooms-Sliced 1/4"	5#	\$ 15.50
2789	Nectarines 70/80 Size VF *	25#	\$ 22.50
1942	Onion-Green-Bunch	6 ct	\$ 4.50
4734	Onion-Red	5#	\$ 5.50
3824	Onion-White or Brown Diced 1/4"	5#	\$ 5.50
5039	Onion-White or Yellow Jumbo	5#	\$ 4.75
2131	Oranges	138ct	\$ 20.50
1993	Parsley-Bunch	6 ct	\$ 4.50
2811	Peaches-White/Yellow -70/80 Size *	25#	\$ 22.50
2820	Pears- Red Variety *	120ct	\$ 22.50
6382	Pears--Variety *	135ct	\$ 26.50
2815	Pears-Variety *	150ct	\$ 22.50
3388	Peas-Sugar Snap	10#	\$ 29.00
10440	Pineapple-Chunks	2-5#	\$ 26.50
9823	Plums-Blk/Red/Grn- 50/60 Size *	150-160ct	\$ 22.50
2028	Potato-Russet	5#	\$ 6.00
3196	Spinach-Cleaned	4-2.5#	\$ 15.50
3197	Spinach-Cleaned	2.5#	\$ 3.88
2059	Squash-Zucchini-Medium	5#	\$ 7.50
2875	Strawberries-Flat *	8-1#	\$ 14.50
2150	Tangerines-Satsuma/Mand. Variety *	120-130ct	\$ 20.50
2902	Tomato-Cherry	12 Pints	\$ 18.50
2897	Tomato 6x6x3 *	Case	\$ 17.50
5385	Watermelon-Seedless *	3 ct	\$ 23.70
2788	Watermelon-Seedless *	Each	\$ 7.90
7726	Yams-Garnett-Peeled & Diced 1"x1"	5#	\$ 16.50
	Seasonal items have been identified with an asterisk		