

# PURCHASING MANUAL



**QUALITY~SERVICE~EXCELLENCE**

**Purchasing Department  
Adelanto Elementary School District  
11824 Air Expressway  
Adelanto, CA. 92301  
760-246-8691 Ext. 10202, FAX 760-246-4201**

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*The Adelanto Elementary School District affirms that our primary responsibility is to educate our students,  
thus equipping them to become productive citizens and to make positive contributions to society*

## Table of Contents

<u>Introduction</u>	4
<u>Procurement Thresholds</u>	6
<u>Purchasing Procedures</u>	8
<u>Vendors</u>	10
<u>Contracts for Professional Services</u>	12
<u>Employee Reimbursement</u>	13
<u>Travel and Conference Expense</u>	14
<u>Disposing of Equipment</u>	19
<u>Purchasing Policies</u>	20
<u>Purchasing Tips</u>	22
<u>Purchasing Code of Ethics</u>	23
<u>Purchase Requisition- Creating</u>	24
<u>Check-Out Cal Card</u>	26
<u>Purchase Order Delays</u>	27
<u>No Cost Events</u>	28
<u>Field Trips – Purchase Requisition</u>	29
<u>Return of Equipment Supplies to Vendor</u>	30
<u>Fixed Assets</u>	31
<u>Year-end Cut Off Dates</u>	32
<u>Construction and Public Works Projects</u>	33
<u>Bid Procedures</u>	34

<u>Advertised Bids</u>	36
<u>Nutrition Services</u>	39
<u>Legal Requirements</u>	43
<u>Notice of Non-Discrimination</u>	46
<u>Appendix (Sample Forms)</u>	47
“A” Hold Harmless	
“B” Conference Request Summary Form	
“C” Employee Expense Report	
“D” Facilitator Contract	
“E” W-9	
“F” Request for Direct Payment	
“G” Check Out Cal Card	
“H” Agreement for On-Site Events (No Cost to District)	

# **PURCHASING MANUAL**

## *INTRODUCTION*

The intent of this manual is to acquaint District personnel with the basic procedures to be used when purchasing supplies, materials, equipment or services. The Business Department's goal is to provide an organizational structure that will effectively control the procurement and distribution of all goods and services and to ensure that the District is in compliance with all legal and State requirements and Governing Board policies. By adhering to the manual, we also ensure that goods and services are obtained at competitive prices in a manner that guarantees fairness in the selection of contractors and minimizes opportunities for fraud, waste and abuse.

This manual is in compliance with the Government Code of the State of California, sections 54202 and 54204, which mandate the following: 54202: Every local agency shall adopt policies and procedures, including bidding regulation, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be accordance with said duly adopted policies and in accordance with all provisions of law governing the same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with this statute. 54204: If the local agency is other than a city, county, or city and county, the policies provided for in section 54202 shall be adopted by means of written rule or regulation, copies of which shall be available for public distribution.

**PURCHASING MANUAL**  
*INTRODUCTION*

The following chart outlines the roles and responsibilities assigned to those involved in the District purchasing process:

<b>Board of Education</b>	Establishes a purchasing policy to ensure goods and services are purchased in a prompt, cost effective and legal matter.
<b>Assistant Superintendent of Business Services</b>	Establishes, by direction of the Board of Education and the Superintendent, District purchasing procedures to ensure that requests for purchases receive the proper review and follow Board policy. Reviews and approves all purchases.
<b>Employee</b>	Identifies the need and obtains approval of the responsible site and/or program manager(s), to initiate the purchasing process for goods and services.
<b>Site or Department Supervisor</b>	Ensures funds are available, ensures purchase is in compliance with fund restrictions, approves purchase and submits Purchase Requisition to Accounting for review.
<b>Purchasing Department</b>	Verifies correct usage of budget codes. Ensures purchase is in compliance with fund restrictions. Reviews back-up documentation. Presents to Director of Fiscal Services for review. Prepares Purchase Orders.
<b>Warehouse Staff</b>	Receives all goods and verifies accuracy of delivery. Forwards receiving or proof of delivery to Accounts Payable. Delivers goods received to the appropriate Site/Department.
<b>Accounts Payable</b>	Pays the vendor after the materials, equipment or services are received and invoice has been submitted by the vendor. Submits back up documentation to County Superintendent of School.

## PURCHASING MANUAL

### PROCUREMENT THRESHOLDS

The following thresholds apply to equipment, materials (except instructional), supplies, goods, services (except construction and professional), and repairs (non-public project).

The table below is a combination of both Federal and State regulations. In any case where there is a difference between the Federal and State code, the stricter of the two is adhered to. This is only meant as a quick reference. Further definitions, including exemptions, are contained in various government codes including, but not limited to, Public Contract Code 20110-20118.4

Method	Dollar Range	Description/Procedure
Micro Purchase (Informal)	Less than \$10,000	<p>Used in order to expedite the completion of our lowest-dollar transactions and minimize the associated administrative burden and cost. Considered a subset of the Small Purchase method. May be used when the annual aggregate cost of a supply or service does not exceed the threshold.</p> <p>Contact the Purchasing Department for either of the following: Purchase which involves labor costs in excess of \$1,000 (Field Contract) (LC 1771), or any service which will alter our facility, including anchoring equipment.</p> <p>Standard purchasing procedures apply.</p>
Small Purchases (Informal)	\$10,000-\$99,099	<p>May be used when the annual aggregate cost does not exceed the threshold.</p> <p>Contact the Purchasing Department for either of the following: Purchases which involve labor costs in excess of \$1,000 (Field Contract) (LC 1771), or any service which will alter our facility, including anchoring equipment.</p> <p>Multiple quotes are not needed for instructional materials. However, it is our duty to maximize the value of the taxpayer dollars and therefore comparative pricing should be sought when warranted (PCC 20118.3)</p> <p>A minimum of three (3) WRITTEN quotes is required. When requesting quotes for equipment, materials, supplies or goods, always request any available government pricing via State, Cooperative Purchasing Group or Piggyback contract. Quotes must be attached to the requisition. (2 CFR, Section 200.320 (b))</p>
Large Purchases	Over \$99,100	<p>Formal bidding procedures must be used when the annual aggregate cost exceeds the threshold. This includes Sealed Bids and Requests for Proposals (RFP's).</p> <p>Requirements are outlined in legal code, including but not limited to, Public Contract Code section 20110-20118.4.</p> <p>Not required for instructional materials. (PCC 20118.30 (2 CFR, Section 200.320© (d)) (PCC 20110-20118.4)</p>

# PURCHASING MANUAL

## PROCUREMENT THRESHOLDS

The following thresholds apply to public works.

Our District is governed under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), applicable to public works. The table below is only meant as a quick reference. Further definition is contained in various government codes including, but not limited to, Public Contract Code 22000-22045. Bid limits may change through the legislative process; therefore, one should verify limits on the State Controller's website.

Project Cost	Requirements
\$1,000 or less	<ol style="list-style-type: none"> <li>1. Written quote on Contractor letterhead</li> <li>2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5)</li> <li>3. Contractor is licensed (LAB 1725.5)</li> <li>4. Contractor is insured for the following as required by District minimums <ul style="list-style-type: none"> <li>• Commercial General Liability including Additional Insured Endorsement</li> <li>• Automobile Liability</li> <li>• Worker's Compensation (LAB 1725.5)</li> <li>• Any other type of insurance as may be required</li> </ul> </li> </ol>
\$1,000.01 to \$4,999.99	<ol style="list-style-type: none"> <li>1. Written quote on Contractor letterhead</li> <li>2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5)</li> <li>3. Contractor is licensed (LAB 1725.5)</li> <li>4. Contractor is insured for the following as required by Field Services Contract <ul style="list-style-type: none"> <li>• Commercial General Liability including Additional Insured Endorsement</li> <li>• Automobile Liability</li> <li>• Worker's Compensation (LAB 1725.5)</li> <li>• Any other type of insurance as required by Field Services Contract</li> </ul> </li> <li>5. Field Services Contract including: <ul style="list-style-type: none"> <li>• Prevailing Wage Certification (LAB 1771)</li> <li>• Fingerprint Certification, if applicable (EDC 45125.2)</li> </ul> </li> </ol>
\$5,000 to \$60,000	<ol style="list-style-type: none"> <li>1. Multiple written quotes (typically three) on Contractor letterhead. Remaining requirements apply to selected quote, beginning with the lowest cost quote.</li> <li>2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5)</li> <li>3. Contractor is licensed (LAB 1725.5)</li> <li>4. Contractor is insured for the following as required by Field Services Contract <ul style="list-style-type: none"> <li>• Commercial General Liability including Additional Insured Endorsement</li> <li>• Automobile Liability</li> <li>• Worker's Compensation (LAB 1725.5)</li> <li>• Any other type of insurance as required by Field Services Contract</li> </ul> </li> <li>5. Field Services Contract including: <ul style="list-style-type: none"> <li>• Prevailing Wage Certification (LAB 1771)</li> <li>• Fingerprint Certification, if applicable (EDC 45125.2)</li> </ul> </li> </ol> <p>All contracts must go to the Board for approval/ratification.</p>
\$60,000.01 to \$250,000	Informal bidding procedures as outlined in Public Contract Code section 22030-22045
Exceeds \$250,000	Formal bidding procedures as outlined in Public Contract Code section-20118.4

# **PURCHASING MANUAL**

## ***PURCHASING PROCEDURES***

The following provides a general overview of procedures for the purchase of goods and services.

### Procedures for Issuing a Purchase Requisition

1. Determine the item or service to be ordered. Identify the budget account code to be charged. (Please refer to the District Chart of Accounts (COA) or contact Fiscal Services for the appropriate account numbers.) If there are not enough funds in the appropriate budget account, a budget transfer will need to be generated and approved by the Business Office before a requisition can be signed off to purchasing.
2. Enter a Purchase Requisition:
  - a. Indicate an accurate description and specifications for every item listed including brand name(s), model or catalog number(s) size, color, etc.
  - b. The cost of each item ordered should be properly entered along with the quantity.
  - d. Include delivery charges, if applicable.
  - e. California sales tax must be paid on all taxable items. Note that even if an out-of-state vendor does not charge sales tax directly, the District is required by State law to submit the appropriate amount of sales tax to the Franchise Tax Board. Therefore, sales tax should always be applied to all applicable items.
3. Send the requisition forward for approval. The Requisition will be routed to site administrator or department manager responsible for approval. He/she is responsible for verifying that funds are available for the expenditure. He/she is also responsible for ensuring the expenditure is in compliance with any fund restrictions. (Available funds may be determined by review of Financial Activity Report or Accounts lookup) Signing off on the Purchase Requisition will send it to Accounts Receivable for review.
4. Attach documents electronically to the requisition Reference the Requisition number on all supporting documents so they may be matched correctly.

### Business Department Procedures

1. The Director of Fiscal Services reviews the requisition's budget code and ensures the purchase is in compliance with fund restrictions. The requisitions are returned to the originator, or proceed with the Purchase order process.
2. Purchasing reviews requisition for accuracy, verifies vendor and pricing information and then creates a Purchase Order.



## **PURCHASING MANUAL**

### *PURCHASING PROCEDURES*

3. The Purchase Order is then forwarded to vendor by the method that will ensure that the ordered goods or services are delivered when needed.
4. A Purchase Order is required for all services and materials. The District is **NOT** obligated to pay for anything that has been ordered without a Purchase Order.
5. Order is shipped directly to the Warehouse.
6. When goods have been received and the originator signs and dates the packing list Ok to Pay and sends it to Accounts Payable, the invoice will be paid.
7. If you have not received your shipment in a timely manner (two weeks), please contact Purchasing to inquire about the status of your order.
8. All returns and exchanges need to have a return merchandise form filled out and sent to Purchasing

#### Purchases from Categorical Funds

Categorical Programs are those programs such as Special Education, Title IV, Title I, etc., that are separately funded by either the State or Federal government. Purchases from these funds must meet the specific requirements of the program, and are often subject to additional auditing procedures by the granting government agency, or the District's independent auditor.

Purchases made with Title I funds must be approved by the School Site Council and noted in the Site Council minutes or the Single Plan for Student Achievement.

Purchase Requisitions must include in the description the corresponding SPSA Goal number or the date the SSC approved the expenditure.

#### Purchases of Equipment

The State Accounting Manual, as well as District internal control procedures, requires that all equipment valued at or above \$500 be tagged as District property, inventoried and tracked. After the item is received an inventory tag will be placed on the item by the Warehouse.

#### Purchase Orders

Purchase Orders (P.O.'s) are legal documents that obligate the District to pay for items that are being ordered. A purchase order is the District's promise to pay, once an item is delivered and accepted by the District. Conversely, without a properly approved and issued PO the District is under no obligation to pay for goods or services received, even if the goods or services were procured by a District staff member.

- Single Use PO: For a specified quantity ordered once (ordered-delivered-paid).
- Open PO: For repetitive, undetermined purchases of small value or quantity.

## **PURCHASING MANUAL**

### **VENDORS**

#### New Vendor

In order for a vendor to obtain a AESD vendor number, a site/department shall initiate the request for processing. The vendor number is for facilitating the payment process against a contract and/or purchase order. There is no “approved vendors list” at this time and a vendor with a vendor number in AESD’s system does not imply that a vendor is an “approved vendor.” It simply indicates that AESD may have already done business with the vendor and a vendor number may already be available for use.

The vendor/business name must reflect the same name and address as will appear on invoices submitted. Please include DBA (doing business as), if applicable. Name and address discrepancies may cause delays in payment.

On your requisitions you will list the vendor information under Suggested Vendor/Changes. **Then you will need to ask the vendor to go to the District website to register as a vendor with our District. They will be required to upload a W-9 and provide us with a Certificate if Insurance when applicable.**

<http://www.aesd.net/administration/purchasing>

#### Vendor Relations

Unless pre-approved in writing by an employee authorized by the Governing Board, vendors are required to obtain a valid purchase order from a District employee prior to conducting any service or supplying any materials or equipment.

No District employee or Governing Board member shall accept personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials or services required in the operation of District programs. This policy does not prohibit employees from accepting promotional or advertising items such as calendars, desk pads, notebooks or other office supplies, or attending informative lunches and seminars, which are offered by businesses free to all as part of their public relations and information programs.

Authorized staff may visit a vendor’s place of business to acquaint themselves with a product line and to determine the company’s capability to serve the District.

Our District is inclusive of all vendors that want to participate in our solicitations, promoting a procurement environment of free and open competition, rooted in fairness and integrity. All vendors are equally afforded the opportunity to provide the District with their potential “best value” solutions to the District’s needs. (2 CFR, Section 200.321)

# **PURCHASING MANUAL**

## **VENDORS**

### Vendor Suspension and Debarment

Federal regulations require checking for suspension and debarment of vendors with aggregate contracts of \$25,000 or more per fiscal year.

Any new or re-activated vendors will be checked for debarment or suspension, with a printout of the result will be placed on file.

Checking for debarment or suspension is done as follows:

1. At the Federal level, a list of contractors found NOT to be presently responsible, and therefore suspended or debarred, is found on the System for Award Management (SAM). The website is [www.sam.gov](http://www.sam.gov).
2. At the State level, the Department of Industrial Relations (DIR) Division of Labor Standards Enforcement (DLSE) maintains a list of contractors barred from bidding on, accepting, or performing any public works contracts, as either a contractor, or subcontractor. The website is [www.dir.ca.gov/dlse/debar.html](http://www.dir.ca.gov/dlse/debar.html). (2 CFR, Section 200.213) (2 CFR Appendix II to part 200[H]) (LAB 1725.5[a][2][D]) (SVUSD AR 3230)

## **PURCHASING MANUAL**

### ***CONTRACTS FOR PROFESSIONAL SERVICES***

When it has been determined that a specific service is required but cannot be performed by District employees, nor from any other public agency at no cost to the District, the District may then choose to have these services provided by an independent contractor (consultant) with a Facilitator Agreement.

The Internal Revenue Service (IRS) has very specific guidelines regarding whether an individual is an employee or an independent contractor (consultant).

In general, **consultants** are individuals independent of the District who give professional advice or services, are in business for themselves, offer their services to the general public (usually working for more than one client), set their own working hours and conditions, are self-supervised and self-trained, have an investment in their own tools, equipment and facilities, and do not consider themselves an employee of the District.

In contrast, an individual is considered an **employee** when the District has the authority to direct the individual who performs the services, not only as to the results to be accomplished, but also as to the details and means by which they are accomplished. The District sets the hours and place of work, provides supervision, training, and tools, and evaluates the employee. The regularity, continuity and exclusivity of the relationship between the District (employer) and the employee also aid in determining whether an employee or consultant relationship exists.

If you need help in determining if a person is an independent contractor or employee, contact the Business Office for help.

#### Instructions for Facilitator Agreement

Obtain a Facilitator Agreement from Purchasing or District website.

At a minimum, the contract should contain the following elements:

- Term of the contract
- Amount to be paid
- Payment schedule
- Description of services to be provided
- All contracts for professional services require Board approval before the consultant can begin services to the District.

**PURCHASING MANUAL**  
*EMPLOYEE REIMBURSEMENT*

If an employee makes a purchase from their personal funds, for whatever reason, the District is not obligated to reimburse the employee. The only document that legally commits the District to pay for a purchase is a properly approved District Purchase Order issued by the District's Business Office. Therefore, an employee making a purchase from his/her own funds without pre-approval takes the risk upon him/herself that he/she will not be reimbursed for the purchase.

## **PURCHASING MANUAL**

### *TRAVEL AND CONFERENCE EXPENSE*

The District's Purchasing Department handles all Purchase Requisition requests for conferences, and lodging.

#### **REGISTRATION – PURCHASE REQUISITION**

The following procedures must be followed for conferences:

- ◆ Each requisition must adhere to the following conditions prior to completing the travel or conference process.
- ◆ Must be approved by the appropriate Administrator
- ◆ Before any conference arrangements can be processed an approved Conference Request Form must be submitted to the Purchasing Department with the appropriate signatures.
- ◆ Board approval date for conferences must appear on the Purchase Requisition Form(s) and a copy of the Board Agenda item must also be attached. (when applicable)
- ◆ Any travel outside of California ***MUST*** be Board Approved.
- ◆ Check all appropriate boxes for requested expenses.
- ◆ State any limitations for funds.
- ◆ Registration forms must be submitted with the Purchase Requisition **completely filled out**, indicating the amount, date, and time of conference.
- ◆ Name of individual(s) who will attend conference.

If you need to be reimbursed for meals, transportation and /or lodging while attending the conference, please submit an expense report to Accounts Payable within **10 Days** after your return with the following attached to it:

- **Original itemized** meal receipts not to exceed \$ 100.00 per day. The receipts must be **itemized** (list each item that you ordered) or you will not be reimbursed per Ed code. **The county will not pay for tips over 15%**. Please do not tip more than 15%, you will not be reimbursed.
- Copy of the conference application
- Copy of conference registration form.
- Copy of conference agenda (itemized list of activities and meals which you receive when you arrive at the conference)
- **Original** hotel bill (District **does not** pay for **movies, alcohol, or snacks**)
- **Original** airline receipts with itinerary.
- **Original** rental car receipts and parking receipts.

## **PURCHASING MANUAL**

### ***TRAVEL AND CONFERENCE EXPENSE***

Reimbursements for travel related expenditures will only be made for expenditures related to conferences, workshops, meetings, etc. as outlined in Board Policy 3350.

Only necessary and actual expenses of travel by employees and Board members of the District will be paid by the District. All requests for travel reimbursement for District business are expected to be reasonable and take into consideration limited District resources.

#### Overnight Accommodations

The employee should make every effort to schedule meetings and related travel times so that overnight accommodations are not needed. Reimbursement for overnight accommodations will only be made when travel time to the conference, meeting, etc. *from the District Office* would make it unreasonable for the employee to travel to and or from the business meeting or conference on the same day. Out of state travel shall be authorized by the Board.

#### Pre-Conference Expenses

Employees are not expected to pay for hotel and airfare costs with personal funds then request reimbursement. Employees should speak with their supervisor to determine the best method to pay for pre-conference expenses.

#### Reimbursable Expenditures Guidelines and Required Documents

- **Air and Surface Travel:** Plane, bus, or train costs shall be reimbursed at coach rates for the most direct route, including baggage fees where required. The cost of Early Bird Check In will not be reimbursed. The employee and his/her supervisor should consider the expense of driving vs. purchasing a ticket to determine which method of travel should be used. The employee should plan for travel and purchase tickets far enough in advance to secure the best possible fare. A copy of the itinerary with the charges reflecting the last 4 digits of Credit/Debit card number and/or copies of the tickets with the supporting CC/bank statement of charges are acceptable forms of receipt for reimbursement.
- **Baggage Fees:** Baggage fees associated with the business travel are reimbursable, so long as the baggage tickets or CC/bank statement reflecting the charges are submitted with the Employee Expense Form.
- **Car Rental:** With pre-approval from the Board, expenses related to a car rental for a Conference/Travel are reimbursable with supporting receipts. Receipts received upon rental returns or CC/Bank statements are acceptable. Approval may be granted in unusual circumstances when other less expensive means of transportation are not available.

## **PURCHASING MANUAL**

### *TRAVEL AND CONFERENCE EXPENSE*

- **Car Storage Fees:** Parking fees associated with travel are reimbursable with original receipt. The employee shall select the least expensive parking option (i.e. Economy Lot instead of Daily Lot).
- **Conference Fees:** Conference fees paid by the Traveler are reimbursable with the supporting documentation (i.e., paid receipt from the venue, a copy of the CC statement, or cancelled check reflecting the charges).
- **Gasoline:** Gasoline expenses are reimbursable if a **rental car** was used for the travel only if pre-approved.
- **Lodging:** Lodging expenses paid with personal credit or debit cards are reimbursable with a copy of the folio/statement or a bank statement. Personal extended stays not relevant to the conference/travel should be removed. Personal extended stays should **never** be paid with a **District CAL-Card**.
- **Meals:** **Reasonable** meal expenses, based upon the travel location, will be reimbursed. Reimbursement for meals is based on **actual** and **necessary** costs. State law prohibits reimbursement for alcoholic beverages. If meals are included with conference registration fees, additional reimbursement for meals will not be made to the employee if he/she chooses to go out for meals. Board approved meal limitations are: \$ 100.00 per day.
- **Mileage:** Mileage is reimbursed at the IRS Standard Mileage Rate. Mileage will be paid from the work site to the destination or from a residence to the destination (if the employee leaves from their home and not from work site). Mileage is calculated using Google Maps, Waze, or MapQuest, and the print out shall be included as back up documentation. When two or more claimants travel in one automobile, the mileage will be allowed for one claimant only.
- **Miscellaneous Expenses:** Other necessary expenses may be reimbursed at reasonable and actual cost when identified on the claim form, and if approval is granted.
- **Parking:** Parking expenses incurred on business travel are reimbursable with supporting receipts (i.e., hotel parking, airport parking, etc.)



## **PURCHASING MANUAL**

### *TRAVEL AND CONFERENCE EXPENSE*

- Taxi/Shuttle/Rideshare: Conference related Taxi/Shuttle/Rideshare expenses, including a tip up to 15% are reimbursable with receipts.
- Tolls: Bridge tolls/Toll road fees will be reimbursed at actual cost. If available, receipts must be attached to the claim form.

#### Non-Reimbursable Expenses

- Alcohol
- Dry cleaning
- Expenses associated with personal use of a rental car (i.e. sightseeing)
- Expenses incurred for a spouse or other traveling companion
- Expenses incurred for snacks, unless the snack is in place of a specific meal
- Expenses incurred while driving to restaurants or any other locations that are not a requirement of the event
- Health room fees
- Internet access for personal use
- Miles traveled to and from an employee's home
- Movie rentals
- Safe rental
- Traffic violation tickets
- Valet parking (unless required by the hotel)

#### Procedures for Conference Travel Reimbursements

##### **Prior to Traveling:**

1. The employee should complete a "Conference Request Form." (CRF)
2. Request is approved by administrator/manager.
3. The CRF is Board approved

##### **After Travel:**

1. Within **10 days** following the travel per Board policy, employee completes an Employee Expense Report.
2. Attach original receipts to form – no copies or faxes. For expenditures made by

## **PURCHASING MANUAL**

### *TRAVEL AND CONFERENCE EXPENSE*

- credit cards, the original credit card slip must be attached.
3. Submit the following, as applicable, to Accounts Payable for reimbursement:  
Board approved CRF, Employee Expense Report, copies of conference registration, conference agenda, hotel invoices, airline ticket purchase records.
  3. Reimbursement checks will take up to two weeks to be processed.

#### Non-Conference Travel

Mileage not associated with a conference or field trip should be accounted for on the Mileage Reimbursement Form. The Mileage Reimbursement Form shall be completed monthly and a map or table of mileage distances shall be submitted to Accounts Payable with the signed Mileage Reimbursement Form.

## **PURCHASING MANUAL**

### *DISPOSING OF EQUIPMENT*

State law governs the disposal of equipment and other property that has been purchased with taxpayer dollars. Other state laws dictate the method of disposal of items that have been determined by the State to be hazardous waste. In addition, items that have been inventoried and capitalized by the District must be removed from District accounting records when the property is disposed of.

Complete a Surplus Property Pickup Request Form and notify the Warehouse or Technology (IT related items) if you have equipment or furniture that is no longer needed. Items should be stored at the site in a central location until the District can arrange to have them picked up. The District may offer them to other sites before disposal. The District will then periodically ask the Board for permission to dispose of the surplus property.

Even if a site determines an item is of no use, **do not** throw it in the dumpster. State law requires that all real and personal property determined by the District to be surplus property be properly disposed of through Board action.

Computers, TVs, and other electronic equipment may contain parts which are considered hazardous waste by the State of California. **Under no circumstances** may these items be disposed of by tossing in the dumpster. Contact the Warehouse for proper disposal.

For any employee who participates in the decision to put materials or equipment in surplus status, it may be a breach of ethical standards for that employee or any members of that employee's immediate family to offer to purchase the same through sealed bid, auction, or any other manner, or request that acquisition be made on his or her behalf by another person or persons.

# **PURCHASING MANUAL**

## ***PURCHASING POLICIES***

### Funding Source/Budget Approval

Principals, Department Heads, or other managers should only approve Purchase Requisitions or Purchase Orders for the procurement of goods or services with express personal knowledge of adequate funds available in his/her budget. If approvals are made and it is subsequently discovered that funds are not available from the indicated line item budget, it will be the responsibility of the approving manager to reallocate funds from another budget line item under their responsibility to adjust the Purchase Requisition amount in order to provide for payment of the goods or services.

### Gift of Public Funds

The California State Constitution prohibits public agencies, including school districts, from making a gift of public funds to any individual, corporation, or agency.

Unallowable expenditures include: food or drinks for a social gathering, employee recognition, or common staff area; flowers or cards for a gift or perceived moral obligation; gifts for anyone including employees, volunteers, or students; donations to a charity; gift cards for staff; expenditures justified as “goodwill” and “public relations.”

Allowable expenditures include: awards to students for excellence or employees for exceptional contributions; flowers or decorations for a district award ceremony; awards to recognize years of service; food and/or drinks for a meeting held for the purpose of conducting school business or in a meeting area where it is made available to the public; snacks for students that are deemed to contribute to the educational process (e.g., during testing); gift cards for students if awarding them contributes to the educational process; clothing for staff or students if deemed to contribute to the educational process.

### Multi-Year Commitments and Other Contracts

The Board of Education has the sole authority to obligate the District to multi-year commitments and other contracts. No District staff member may sign a multi-year lease for either real or personal property without first receiving Board of Education approval through the Assistant Superintendent of Business Services. Similarly, only authorized staff members may sign contracts, contingent upon prior approval by the Board of Education.

### Personal Purchases

The Purchasing Department is not authorized and will not arrange personal purchases for faculty or staff. The use of the District’s name, Tax I.D. number, or any other means which infers District authorization to obtain a reduced price for any product or service being purchased for private use is expressly prohibited.

# **PURCHASING MANUAL**

## *PURCHASING POLICIES*

### Revolving Check Account

The revolving check account has a very low balance. This account is used for reimbursement when errors are made during the payroll process or when checks are lost after being mailed. The revolving check account will not be used to expedite payments to vendors when the requestor failed to meet timelines. Remember that the payment process takes up to two weeks (and may be longer during holidays).

# **PURCHASING MANUAL**

## *PURCHASING TIPS*

### Confirming Purchase Orders

No goods or services should be received without first creating a Purchase Requisition and Purchase Order. However, if a rare circumstance causes this to occur, in the body of the PO write, "confirming PO, do not mail or fax." If the invoice has been received, state so on the PO and send the signed invoice with Purchase Requisition number to Accounts Receivable.

### Invoices

Send all invoices to: Adelanto Elementary School District, Attn: Accounts Payable, 11824 Air Expressway, Adelanto, CA 92301

### Issuing a Check

In the body of the Purchase Order, write "PO's not accepted, need check by (date), please mail or call when ready." To process your request, provide backup documentation (quote with price or an invoice) to the Business Office three weeks prior to the date needed. Plan ahead! It takes up to three weeks to process a check, and even longer during Thanksgiving Break and Winter Break.

### Paying with a Credit Card

In the body of the Purchase Order, write "PO's not accepted, please pay using Cal Card."

### Mailing, Faxing, Hand Carrying, and Open Purchase Orders

All POs are faxed, emailed or hand carried unless stated on the Purchase Order to mail. All hand carry and open purchase orders for goods must include authorized user's name. If the PO is hand carried for one time use, a copy of the PO will be returned with the signed receipt.

### Ship To Address

The Ship To address on the purchase order should be the District Warehouse so items can be checked in and signed received.

## **PURCHASING MANUAL**

### *CODE OF ETHICS*

The Adelanto Elementary School District subscribes to the following Code of Ethics for the procurement of goods and services, developed by the California Association of School Business Officials (CASBO).

1. **To regard** public service as a sacred trust of the community, giving primary consideration to the interests of the school district by which we are employed.
2. **To demand** truth and honesty in the purchase of goods and services.
3. **To avoid** unfair practices, conflicts of interest or the abuse of our trust as representatives of the District.
4. **To purchase** without a personal interest, private advantage or prejudice, seeking to obtain the maximum benefit for each tax dollar expended.
5. **To purchase** the proper product for the purpose required, when and where it is needed.
6. **To purchase** goods and services at the most competitive price possible with maximum benefit to the District.
7. **To provide** all qualified vendors with an equal opportunity for purchases by the District.
8. **To treat** vendors with the same fairness, dignity and respect that the District wishes to receive.
9. **To respect** the District's obligations and to require that the vendor respect their obligation(s) to the District.
10. **To strive** constantly for improvement of the quality of products that are purchased and the District's purchasing methods.
11. **To counsel** and assist fellow purchasing officers in the performance of their duties.
12. **To cooperate** with all organizations and individuals engaged in enhancing the development and standing of the purchasing profession.
13. **To remember** that everything we do reflects on the District, and to govern our every action accordingly.

# PURCHASING MANUAL

## PURCHASE REQUISITION-CREATING

To log on to Financial 2000 you will need to cut and paste the following URL into your browser and hit enter (You will need to use Internet Explorer for this application).

<https://f2kmt.prod.sbcss.k12.ca.us/Financial2000/MainMenu/MainMenuUI/default.aspx>



To log in you will need the following information:

**Username**

**Password**

**District Number = 01**

Once you have successfully logged on you can click the training tab (5<sup>th</sup> tab over)

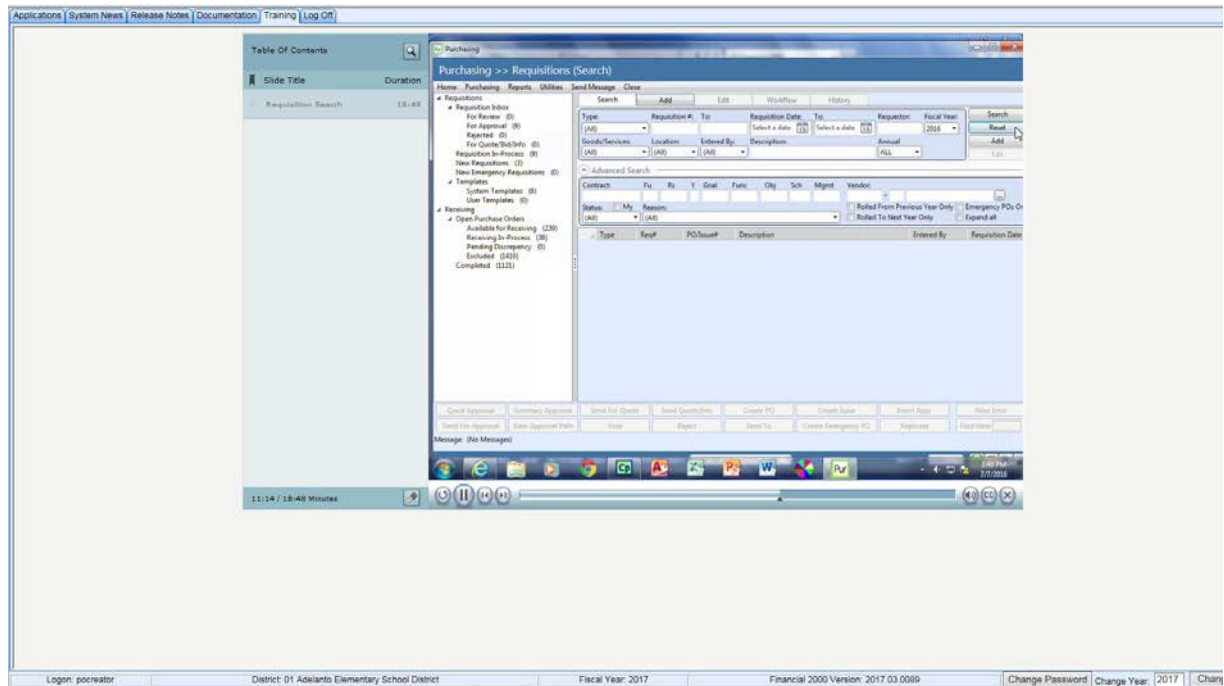




# PURCHASING MANUAL

## PURCHASE REQUISITION- CREATING

From there you can scroll down to Purchasing. There are two (2) trainings available, Part I & Part II which will take you step by step through the Requisition entry process.



The training modules are **HIGHLY** recommended for all new requisitioners for your School site or Department. The training modules are a nice tool for anyone needing a quick refresher as well.

**To obtain a new logon, password reset or password attempts reset, Please contact Lori McMillen- Purchasing 760-246-8691 x 10202 or [lori\\_mcmillen@aesd.net](mailto:lori_mcmillen@aesd.net)**

## **PURCHASING MANUAL**

### *CHECK-OUT CAL CARD*

The District has implemented a Check-Out Cal Card program that is available for employees to utilize while attending a workshop/conference that has been Board approved. Once your Workshop/Conference has been approved by the Board of Trustees you can move forward with making the necessary travel arrangements. You still **MUST** submit a requisition for the registration as well as one for lodging. This process helps to ensure that the funding is available in your budget to incur the expense(s).

You will then need to complete a check-out Cal Card request form and submit it to the Business Office for approval. Once approved, the applicant will be notified by email when the card will be available for pick-up.

The card may also be utilized at local retailers who don't otherwise accept Purchase Orders. Again, you will need to submit a requisition for the expense so that the funds are encumbered.

As with all expenditures, please plan ahead so that your request can be approved in time. Last minute submissions may result in denial of a Cal Card.

For more information, please see **Policy and Procedures Check-Out Cal Card**.

## **PURCHASING MANUAL**

### *PURCHASE ORDER DELAYS*

Occasionally, there will be delays in the processing of Purchase Orders for purchases. There are usually well-defined reasons for this:

- ◆ Deficient specifications
- ◆ Difficulty locating a vendor for the required material
- ◆ Delays by Vendor
- ◆ Insufficient funds in designated Budget used
- ◆ Purchase is not in line with School Plan

In the event that any delays in processing occur, the following procedures shall be followed:

- ◆ If specifications are deficient, discuss with the site or department. Many times a short conversation will remove the deficiency. If more serious, the Purchase Requisition will be returned to the site or department for resolution.
- ◆ Advise site or department when material might be available.
- ◆ Advise site or department of the reason for delay immediately.
- ◆ In all cases where delays in processing Purchase Requisitions occur that significantly exceed the established processing standards, they are to be discussed with the Purchasing Department.
- ◆ If there is difficulty in locating a suitable vendor occurs, the Purchasing Tech will discuss this with the site or department.

## **PURCHASING MANUAL**

### *NO COST EVENTS*

There will be cases where vendors/consultants/organizations are willing to provide assemblies, trainings, or educational programs **FREE** of charge to the District. In those instances the vendor/consultant/organization would be required to fill out the **Agreement For On-Site Events (No Cost To District)** form. Keep in mind they will still be required to provide the District with a the Certificate of Insurance as outlined on the reverse of the above mentioned form.

## **PURCHASING MANUAL**

### *FIELD TRIPS*

#### FIELD TRIPS – PURCHASE REQUISITION

- ◆ School Name, number of adults and students, pricing, date
- ◆ Back-up has to be from Vendor
- ◆ Method of payment
- ◆ Board approval – responsibility of site/department

**Note: Any incomplete information or missing paperwork will delay process of your request.**

## **PURCHASING MANUAL**

### **RETURN OF EQUIPMENT/SUPPLIES TO VENDORS**

*It is the site or departments responsibility that items received are correct and in good working order. Any visible exceptions such as shortages, visible damage or overage stock should be noted on the packing slip prior to signing the receipt of the goods. Concealed shortages or damages (not visible at time of delivery) must be reported within five (5) working days from time of delivery.*

*The Purchasing Department must be promptly informed when a site or department has received damaged, defective, or non-ordered equipment or supplies. The Purchasing Department will arrange for return of the equipment or supplies to the vendor and will inform the Requester as to the pick-up and shipping arrangements that have been made.*

*Please fill out the necessary form(s) for discrepancies or returns that can be found online on the Purchasing page. The completed form(s) should accompany item(s) that are being sent back to the Warehouse to return to vendor.*

*Item(s) must be returned to the vendor within 30 days. Failure to notify the Buyer of an item that should be returned could result in the vendor charging a restocking fee. The site or department will be responsible for paying this fee.*

# **PURCHASING MANUAL**

## *FIXED ASSETS*

### **FIXED ASSETS**

**In Pursuant of Education Code 35168**, the governing board of each school district, shall establish and maintain a historical inventory, or an audit trace inventory system, or any other inventory system authorized by the State Board of Education, which shall contain: type/description, model/name, funding source, who holds title, acquisition date, percent of federal award, location and use/current condition whose current market value exceeds five hundred dollars (**\$500**) per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

- ❖ Items are received in the Warehouse; The Warehouse's receiving unit should confirm Purchase Order by reviewing the packing slip.
- ❖ Receiving will compare District receiving document with packing list to ensure receipt of product(s). Receiving will inspect item(s) to confirm the condition of the item(s).
- ❖ Purchasing will identify all Fixed Assets items in the Financial 2000 System. The Purchasing Dept. will review dollar amounts that are equal to or exceed the \$500 threshold under Education Code 35168.
- ❖ Upon identifying the items value, by reviewing the marked Fixed Assets Box in the Financial 2000 System. Purchasing will place the District's inventory control tag on the item.
- ❖ Each unit(s) with Inventory control tag will be entered in the current District Inventory Control System. Fixed Asset System information to be entered into this system information include, received date, P.O. #, vendor, unit cost and quantity, serial number, District to define assets classification, (land, building equipment, non capital equipment), disposal data, including date, method, other information, service and warranty information, location of assets, including site, department and room number.

## **PURCHASING MANUAL**

### **FIXED ASSETS**

- ❖ Any asset purchased with categorical funds will be listed on the master inventory list and include the following information: Site Name, Purchase Order Number, ID Number, Asset Number, Program Name, Description, Manufacturer, Model Number, Serial Number, Date Acquired, Amount Paid, Miscellaneous Comments, Area of Use, Room Number or Location, Funding Source, Site Number, Fiscal Year, Goal, Function, Object, Disposition, Useful Life, Ordered By, and Date Entered.
- ❖ Once per year, purchasing will send an asset list to each site/department for verification of inventory. It is imperative that the site/department verify the asset listing by performing a physical check of the assets, making corrections as necessary, including remarks, and forward the list back to the purchasing department. Site/department must account for all assets listed. The items listed may still be at your site or have been disposed of by means of transferring to another site, lost, stolen or disposed of in the garbage, and should be verified by a physical check. Any discrepancies will be handled by the purchasing department who will perform an inventory check at the site. When all verifications are received by purchasing, the District's inventory listing will be updated and a master report will be printed, by site, with verification copies attached.
- ❖ Once every two years, a physical inventory will be performed at each site, and in each department, for those assets with an original value of \$500.00 or greater. The purchasing department will send each site an updated fixed asset inventory list with instructions on how to complete the inventory reporting. Each site will be given two weeks to perform the physical inventory to verify items on the District asset list.
- ❖ In performing a physical inventory, sites and departments will check every room, closet, locked cabinets, and open areas, including items checked out to staff members. In order to expedite the process, a separate inventory listing will be provided for those assets that are assigned to a specific room number or location. When the physical inventory is completed by the site, the inventory report will be returned to the purchasing department with the signature of the site or department administrator, and the names of the staff members who performed the inventory check.
- ❖ When the Purchasing Department receives the inventory listing from the site, the items will be checked for accuracy. If there are any discrepancies between the site's inventory and the master listing held in purchasing, the Purchasing Department will perform a physical inventory at the site to locate items. Once purchasing has completed its check of inventory, the master list will be updated in the system.



## **PURCHASING MANUAL**

### *YEAR-END CUTOFF DATES*

The year-end cut-off dates are established based on prior year's activities. The District is required to complete all financial transactions and "close the books" by **June 30** of each fiscal school year. This close-out activity is the busiest and most stressful part of the financial year for Fiscal Services. To have a successful year-end closing, everyone involved in the process, from requisitioning, to final invoice payment, needs to assist wherever they can. A major part that Purchasing and Warehouse plays in the year-end process is to have all receiving documents to Accounting by June 30<sup>th</sup>, so they can pay the invoices in a timely manner to aid in closing the books. In order for this to happen, all previous steps of the procurement process must be complete. That includes, requisitioning, approval/review, budget check, order placement, vendor shipment, receiving, and order check-in.

The most efficient approach, (in lieu of the year-end surge), would be to submit Purchase Requisitions earlier in the year and not increase ordering at year-end. Those items that are budgeted for the school year should be requisitioned early in the year. In essence, we should operate more on a start-up surge, rather than a year-end surge.

The cut-off dates and time lines will be posted by the Purchasing Department early in the Fiscal year so everyone can plan accordingly.



## Guidelines for Open Purchase Orders with Amazon

- Create a requisition for a Not to Exceed Amount (Ex. Open purchase order for instructional materials not to exceed \$500.00)
- Once the requisition is approved and a purchase order has been created, that information will be entered into the Amazon Business account and the funds will be allocated to the individual listed as the "requestor"\* (\*listed on the PO under "requestor")
- Log on to Amazon Business and begin shopping
- At checkout you will pick the appropriate Purchase Order for your cart and it will be sent for approval.
- When your order ships you will receive an invoice via email from Amazon. Print out that invoice and place it in a folder/file. When you receive your items you need to then sign that invoice and forward it to Alicia Decker in Accounts Payable for processing.

Under **no circumstances** can you use an "OPEN" Purchase Order to purchase an item with a value >\$500. These items are considered Fixed Assets and we need to have an audit trail. In the event that you want to purchase an item with a value greater than \$500.00 you will need to enter a "line" item requisition. Be sure to include, make, model, item number and a complete description. Also, to the right of the description box be sure to flag the item as FA (Fixed Asset).

# CONSTRUCTION AND PUBLIC WORKS PROJECTS



# **PURCHASING MANUAL**

## ***BID PROCEDURES***

### Public Contract Code Section 20111(a)

Public Contract Code (PCC) Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000 (adjusted for inflation each year beginning 1/1/97 - current bid threshold can be found at [www.cde.ca.gov](http://www.cde.ca.gov)) to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in *PCC* Section 20115, that are not public projects as defined in *PCC* Section 22002(c).

The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in *PCC* Section 20111(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

### Public Contract Code section 20112

The District will act in accordance with Public Contract Code section 20112, which reads:

For the purpose of securing formal bids the Governing Board shall publish at least once a week for two weeks in some newspaper of general circulation published in the District, or if there is no such paper, then in some newspaper of general circulation circulated in the county, a notice calling for bids, stating the work to be done or materials or supplies to be furnished and the time and place where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time.

All bid instructions and specifications will be clear and complete, setting forth all necessary conditions for competitive bidding.

Bid, payment (labor and material) and performance bonds shall be required as per statute. However, the District may, in its discretion, set lower limits as deemed necessary.

All advertised bids shall be opened in public at a prescribed time and place. Interested parties may receive prices and other information listed in the bid at the public opening. After the bids have been opened and tabulated, they will be made available for interested parties to review. The soliciting department shall receive, open, announce and secure all bids within the department.

## **PURCHASING MANUAL**

### ***BID PROCEDURES***

No original bid document will be removed from the department without the written authorization of the Superintendent and/or his/her designee.

Any bid received after the time specified in the advertised notice will be returned unopened to the bidder. (Government Code section 53068)

All bids received will be evaluated and recommendations made to the Governing Board approval. Evaluations will be based upon responsiveness to District specifications by the vendor. Awards shall be made to the lowest responsive and responsible bidder meeting all specifications.

When identical low responsible and responsive bids are received, the District will choose amongst the low bids by lot or reject all bids. The only statutory exception to this rule applies when the District receives two or more identical lowest responsible bids. Public Contract Code section 20117 allows the Board of Education to choose by lot between identical bids for the purchase, sale or lease of real property, supplies, materials, equipment, services, bonds, or the awarding of any contract, pursuant to a provision requiring competitive bidding.

The Governing Board reserves the right to: Reject all bids; reject any part of any bid unless the bidder expressly limits the bid to "all or none"; accept any part of a bid at prices quoted, unless the bidder expressly limits the bid to "all or none"; waive any informality or minor irregularity in any bid.

# **PURCHASING MANUAL**

## ***ADVERTISED BIDS***

The Governing Board shall call for bids by advertising in a local newspaper of general circulation, or if no such paper exists, then in some newspaper of general circulation, circulated in the county, at least once per week for two consecutive weeks for equipment and materials bids, and at least one week for formal construction bids. The notice shall state the work to be done or materials or supplies to be furnished, and the time and place where bids shall be opened (PCC 20112). In addition, the Notice Inviting Bids will be posted on the District's website.

The notice shall contain the time, date and location of any mandatory pre-bid conference, site visit or meeting. The notice shall also contain when and where the project documents, including final plans and specifications are available. Any such mandatory conference, site visit or meeting shall not occur within a minimum five (5) calendar days of the publication of the initial notice (PCC 6610).

Bid instructions and specifications shall include the following requirements and information:

1. All formal bids shall be presented under sealed cover and shall be accompanied by one of the following forms of bidders' security (PCC 20107, 20111):
  - a. Cash
  - b. A cashier's check made payable to the District
  - c. A certified check made payable to the District
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the District.

The security of the unsuccessful bidders shall be returned in a reasonable period of time, but no later than 60 days after the bid is awarded (PCC 20111).

2. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time (PCC 20112).
3. When two or more identical low and responsible bids are received, the Governing Board may determine which bid will be accepted by lot of the Governing Boards choosing (PCC 20117).
4. If the District requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, depending on the availability of funds, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item (a) below will be used (PCC 20103.8):
  - a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

## **PURCHASING MANUAL**

### ***ADVERTISED BIDS***

- a. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- b. The lowest bid shall be the lowest total of bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount disclosed by the District before the first bid is opened.
- c. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.
- d. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code section 20118.4.
- e. After being opened, all submitted bids become public records pursuant to Government Code Section 6252 and shall be made available pursuant to the law.

#### **Steps in Formal Bidding**

1. A bid document is created.
2. An "Invitation for Bids" is published.
3. If applicable, all interested bidders must attend a job walk (public works).
4. Bids are collected up to the published time of the Bid Opening and then opened at the published place of the Bid Opening.
5. A "Notice of Intent to Award" is provided to all bidders confirming the selected lowest responsive bid submitted from all responsible bidders.
6. The selected bid is presented to the Board for approval/award.
7. A "Notice of Award" is provided to the successful bidder, along with the related contracts to be executed.
8. Depending upon the type of contract, the successful bidder is provided a "Notice to Proceed" (public works), or a Purchase Order, to begin fulfillment of the contract.

#### **Bid Protest**

Any unsuccessful bidder must have the opportunity to protest the award of a bid. Therefore, after issuing a Notice of Intent to Award, our District allows for a "Protest Period" before awarding any contract. The California Code of Regulations, Office of Administrative Hearings, defines it as no less than one working day and no more than five working days after issuing the Notice of Intent to Award.

## **PURCHASING MANUAL**

### *ADVERTISED BIDS*

Any Notice of Intent to Protest must be in writing, and must reach the designated individual outlined in the solicitation within the number of days specified within the solicitation. (2 CFR, Section 200.318[k]) (CCR 1406)

#### Maintenance Work - General Services

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- Minor repainting.
- Resurfacing of streets and highways at less than one inch.
- Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

Pub. Cont. Code § 22002, subd. (d).



# NUTRITION SERVICES



# **PURCHASING MANUAL**

## ***NUTRITION SERVICES***

### Buy American

Our Nutrition Services Department, *as a SFA*, is required to adhere to the Buy American provision in the National School Lunch Program. This requires us to purchase, to the maximum extent practicable (feasible), domestic commodities and products, defined as:

- An agricultural commodity that is produced in the United States.
- A food product that is processed in the United States containing a substantial amount of agricultural commodities that are produced in the United States. The term “substantial” means 51 percent or more. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed as territories of the United States.

Before utilizing any of the limited exceptions to the Buy American provision, alternatives to purchasing non-domestic food products should be evaluated, such as:

- Considering other domestic sources for the product.
- Considering a domestic product that could be easily substituted for the less expensive non-domestic product.
- Considering whether or not there is a more opportune time of year to solicit bids, as prices and/or availability change.

Exceptions to the Buy American provision, when purchasing domestic commodities and products are not practicable, exist as follows:

- The product is not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.
- Competitive bids reveal the cost of a United States product are significantly higher than the non-domestic product. As used here, our District defines the term “significantly higher” to mean a price difference of 25 percent or greater.

If an exception to the Buy American provision is ever used, detailed documentation justifying the exception must be kept.

California law also requires preference be given to United States grown produce and United States processed foods when there is a choice and it is economically feasible. In determining “economically feasible,” consideration is given to total cost, quantity, quality of the food, as well as our budget and policies. (7 CFR, Section 210.21[d][1-2]) (USDA SP-24-2016) (PCC 3410)

### Capital Expenditure Purchases

Federal requirements (found in the Office of Management and Budget [OMB] guidance

## **PURCHASING MANUAL**

### **NUTRITION SERVICES**

cited at Title 2, *Code of Federal Regulations* [2 CFR], Part 225 [Cost Principles for State, Local, and Indian Tribal Governments], Appendix B, Item 15 [Equipment and other Capital Expenditures]) require a grantee or sub grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

For purposes of this federal prior approval requirement, OMB guidance and USDA regulations define “equipment” as any item of nonexpendable personal property with a useful life of more than one year and an acquisition cost that equals or exceeds the federal per-unit capitalization threshold of \$5,000, or a lower threshold set by state or local-level regulations.

California Department of Education Management Bulletin SNP-38-2014 authorizes school food authorities (SFA) to purchase equipment from the U.S Department of Agriculture (USDA) Capital Expenditure Approved List on or after July 21, 2014, without the need to submit a request to the California Department of Education (CDE) for prior approval; and provides instructions for submitting a request for equipment not on the Capital Expenditure Approved List.

The USDA Capital Expenditure Approved List is available on the CDE Cafeteria Fund Guidance Web page at <http://www.cde.ca.gov/ls/nu/sn/cafefundguide.asp>.

For any capital expenditure requests not included on the USDA-approved list with a unit cost of \$5,000 or greater, SFAs must send an e-mail to [snpcafefundquestions@cde.ca.gov](mailto:snpcafefundquestions@cde.ca.gov) with the following information:

- The subject line should read, "Capital Expenditure Request—[Indicate if it is an emergency request here, e.g., cafeteria cannot function without immediately replacing the equipment]"
- The body of the e-mail message should:
  - ⇒ Describe the equipment, including what it is and how it will support the operation or maintenance of the nonprofit school food service
  - ⇒ Provide estimated cost and whether bids have been sought for the equipment
  - ⇒ Explain how the old equipment that still has value will be disposed of and acknowledge that any proceeds from the disposition of the equipment will be used to offset the cost of the replacement equipment
  - ⇒ Acknowledge that any equipment purchased with cafeteria funds must be used exclusively (100 percent) by the nonprofit school food service—i.e., not to be shared with other Local Educational Agency programs

Include Child Nutrition Information and Payment System (CNIPS) identification

## **PURCHASING MANUAL**

### ***NUTRITION SERVICES***

⇒ number, agency name, and contact information.

#### Discounts, Rebates, and Credits

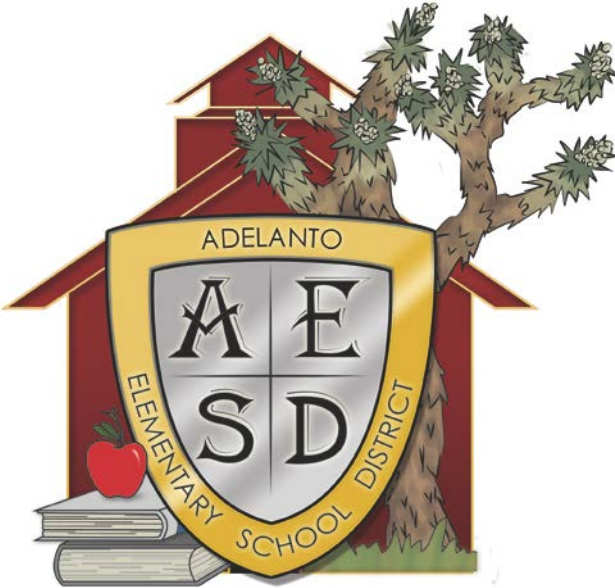
All nutrition service contracts, as well as solicitations for such contracts, which are either Cost-Reimbursable, or contain Cost-Reimbursable provisions, must contain provisions that require the return of any discounts, rebates, and other applicable credits. Any discounts, rebates, and/or other applicable credits must be individually itemized on the vendor's invoices. In the case of other applicable credits, the nature of the credit must also be detailed on the vendor's invoice. There is no exception to this, as any type of vendor concession may be deemed a gift and therefore is not acceptable. (7 CFR, Section 210.21[f][iv])

#### Geographic Preference

Our Nutrition Services Department, as a School Food Authority (SFA), has the option to apply a geographical preference to a local area determined at our discretion, when procuring unprocessed locally grown or locally raised agricultural products.

As used above, the term "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR, Section 210.21[g]) (USDA SP 03-2013)

# Legal Requirements



# **PURCHASING MANUAL**

## **LEGAL REQUIREMENTS**

The following are summaries of legal requirements:

### Federal Funds

- Contracts involving Formal Purchase Procedures must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (2 CFR, Appendix II to Part 200[A])
- Contracts in excess of \$10,000 must address termination for cause and for convenience by the District, including the manner in which we will be affected and the basis for settlement.  
(2 CFR, Appendix II to Part 200[B])
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the Equal Opportunity clause provided under 41 CFR 60-1.4(b). (2 CFR, Appendix II to Part 200[C])
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision requiring contractors to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.(2 CFR, Appendix II to Part 200[D])
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, whereby each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (2 CFR, Appendix II to Part 200[E])
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR, Appendix II to Part 200[F])

## **PURCHASING MANUAL**

### **LEGAL REQUIREMENTS**

- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the -Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).  
(2 CFR, Appendix II to Part 200[G])
- Debarment and Suspension (Executive Orders 12549 and 12689). Aggregate contract awards of \$25,000 or more (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). (2 CFR, Appendix II to Part 200[H])
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (2 CFR, Appendix II to Part 200[I])
- Avoidance of Conflict of Interest (2 CFR 200.318)

#### State and Local Funds (Non-Federal)

- According to the California Public Contract Code, “It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.” (PCC 20116/20657)

#### Required Certificates:

- Non-collusion Declaration. Applicable to bids for public works. (PCC 7106)
- DVBE documentation. Applicable to bids for public works. (EDC 17076.11)
- Certification of Contractor and Subcontractor(s) Division of Industrial Relations Registration. Applicable to contracts for public works. (LAB 1725.5[a][1])
- Certificate of Workers’ Compensation Insurance. Applicable to contracts for public works.  
(LAB 1725.5[a][2][A])
- Contractor’s License. Applicable to contracts for public works. (LAB 1725.5[a][2][B])
- Certification of Prevailing Wage and Related Labor Requirements. Applicable to contracts for public works. (LAB 1771) (2 CFR, Appendix II to Part 200[D])
- Fingerprint Certificate. Applicable to contracts for public works. (EDC 45125.2)
- Drug Free Workplace Certificate. Applicable to all contracts awarded. (GOV 8355)
- Iran Contracting Act. Applicable to contracts of \$1,000,000 or more. (PCC 2203[a], 2204[a][b])

**PURCHASING MANUAL**  
*NOTICE OF NON-DISCRIMINATION*

**Notice of Non-Discrimination**

The Adelanto Elementary School District is committed to equal opportunity for all individuals in education. School and district programs, activities and services shall be free from unlawful discrimination based on actual or perceived sex, race, color, national origin, religion, age, sexual orientation, ancestry, ethnic group identification, gender, physical or mental disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or sexual harassment in any district service, program and/or activity that receives or benefits from state financial assistance. The district shall promote programs, which ensure that unlawful discriminatory practices are eliminated in all school and district activities.



**PURCHASING MANUAL**  
*APPENDIX- SAMPLE FORMS*

- "A" Hold Harmless
- "B" Conference Request Summary Form (triplicate form request from Business Office)
- "C" Employee Expense Report
- "D" Facilitator Contract
- "E" W-9
- "F" Request For Direct Payment
- "G" Employee Check-out Cal Card
- "H" Agreement for On-Site Events (No Cost to District)

***Please refer to District Purchasing Page online for ALL current forms.***



## ADELANTO ELEMENTARY SCHOOL DISTRICT

11824 AIR EXPRESSWAY  
ADELANTO, CA 92301  
PHONE (760)246-8691  
FAX (760)246-4201

### **HOLD HARMLESS**

CONSULTANT hereby agrees to indemnify, defend, save and hold harmless the ADELANTO ELEMENTARY SCHOOL DISTRICT and its departments, agencies, officers or employees from and against any and all liability, loss, expense including reasonable attorney fees, or claims for injury or damages arising out of the performance of the services rendered by CONSULTANT whether caused by any error, omission or act of CONSULTANT or any person employed by him or her or by the District. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

Date \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Please Print Name

**ADELANTO ELEMENTARY SCHOOL DISTRICT**  
Conference Application/Expense Reimbursement Form

Today's Date		Name of Conference	
Originator of Request		Conference Date(s)	
School/Dept		Conference Location	
Alignment with District Strategic Plan			
Name of Employee Attending			
<input type="checkbox"/> Check if need substitute. Dates needed:			<b>Business Department Use Only</b>
Budget # for substitute: 01- -0- - - -1140- -			Account # Correct:
Budget # for conference expenses: 01- -0- - - -5200- -			Budget Amount:
District Vehicle needed: Date & Time of Pick up:	Date & Time of Return:		Initials:
			Date:

Expense Type	Estimated Maximum Cost	Business Department Use Only		Employee to Complete After Conference for Reimbursement	
		Amount Prepaid by District	RC#ITC# CREDIT CARD	Actual Cost	Amount Paid by Employee
Registration *Attach conference brochure/registration form					
Meals (\$50 max/day, <b>if NOT included as part of conference</b> ) (Dates: _____)					
Lodging (Dates: _____) *Attach confirmation of rate from hotel					
Transportation: Airfare, Trainfare, Car Rental (note all applicable) Shuttle, Parking District Bus, Charter Bus					
Mileage (_____ Miles x \$0.575 IRS Rate as of 1-1-15) <b>Please include map from site to event.</b>					
Sub cost (estimate \$150 per day)					
TOTAL					
				<b>Total Due to Employee</b>	

Note: All reimbursement requests must be accompanied with itemized invoices/receipts to the Business Services Department.

All approval signatures are required PRIOR to registering for the conference. This conference request form must be submitted to the CAO, CBO, or CPO **at least 4 weeks before** the starting date of the conference. The Chief will let the originator know when approval has been given to register.

Signature of Originator \_\_\_\_\_ Date \_\_\_\_\_

Send to CAO if Originator is: School Site Certified Staff or Academic Services

Signature, Principal or Department Director \_\_\_\_\_ Date \_\_\_\_\_

Send to CBO if Originator is: CNS, Fiscal Services, Payroll Services, Purchasing Services, M&O, or Transportation

Signature of CAO, CBO, or CPO \_\_\_\_\_ Date \_\_\_\_\_

Send to CPO if Originator is: Personnel Services, CWA, Human Resources, Enrollment Services, Risk Management

Write Business Yellow Chief Pick Site/Dept

ASIS 08-2015





# ADELANTO ELEMENTARY SCHOOL DISTRICT

11824 EXPRESSWAY  
ADELANTO, CA 92301  
PHONE (760) 246-8691  
FAX (760) 246-4201

## FACILITATOR CONTRACT

This contract is between the Adelanto Elementary School District and \_\_\_\_\_ hereinafter called facilitator, for a presentation on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Start time) (Finish time)

1. The total cost of this presentation will be \$ \_\_\_\_\_ .
2. Facilitator shall arrive early and be ready to present at above stated starting time.
3. Facilitator shall let the Adelanto Elementary School District know of any preparations that need to be made by the District for his presentation no later than one week prior to the performance.
4. Facilitator shall provide proof of liability insurance and workers comp insurance.
5. Facilitator agrees to and does hereby indemnify, defend, save and hold harmless the Adelanto Elementary School District, its officers, agents and employees from all liability, loss, expense, claim or demand made of any nature whatsoever arising out of the performance of the services rendered by the facilitator. In addition, said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.
6. Facilitator shall cooperate with all District personnel regarding safety and security issues, particularly relating to safety of children.

\_\_\_\_\_  
Facilitator

\_\_\_\_\_  
Chief Business Officer

\_\_\_\_\_  
Social Security or Federal ID #

Request for Taxpayer  
Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
*Note.* For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 City, state, and ZIP code \_\_\_\_\_  
 List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

*Note.* If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
Or								
Employer identification number								
			-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here \_\_\_\_\_ Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





## Employee Cal Card *Check-Out* Request Form

### Information required prior to Check -out:

---

<b>Site/Department Name</b>	<b>Funding Information</b>	
<hr/>		
Employee Name	Phone	Email
<hr/>		
Date of Check out	Est Date of Return	Max Amount Requested to Spend
<hr/>		

Purpose of check-out ( *Please attach copy of Conference Request Summary Form if applicable*)

Requisition/Purchase Order # associated with this expenditure

### Information Required When Returning Card:

- **Itemized receipts for ALL transactions, showing:**
- The detail of each transaction (itemized list of goods/services purchased; this includes itemized restaurant receipts),
- A written description/explanation of the charge (e.g., “meal for 3: John Doe, Jane Doe, & Bob Smith” or “snacks & supplies for PIQE meeting”),
- The printed name of the employee who made the charge
- Account number expense is to be charged to (if different from above),
- Signature of approval from site/department administrator authorizing expense,
- Copy of Conference Request Form (if applicable)

**NOTE:** Barring extraordinary circumstances (e.g, loss of luggage by airline etc.), transactions for which no receipts are provided will be billed to the employee who checked out the card.

I, the undersigned Adelanto Elementary School District Employee, understand and agree to the requirement and financial responsibilities associated with the check-out and use of the AESD **Check-Out** Cal Card. Furthermore, I agree to adhere to the AESD Cal Card Policies and Procures as outlined in the Cal Card Policy and Procedures and I acknowledge that I have received a copy of said policies and procedures.

**Employee Signature**

**Date**

### CHIEF BUSINESS OFFICER APPROVAL:

I, Chief Business Officer for the Adelanto Elementary School District, have reviewed the request and authorize issuance of a **Check-Out** Cal Card as requested.

CBO or Authorized District Official

Date



ADELANTO ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR ON-SITE EVENTS  
(NO COST TO DISTRICT)

All events are subject to District Office Approval.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Adelanto Elementary School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitees, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

**PUPIL SAFETY PROVISIONS**

The District has determined under Education Code Section 45125.1, limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a District employee will provide supervision at all times the Contractor has contact with pupils. Contractor and Administrator agree to coordinate supervision by a District employee at all times.

**INSURANCE REQUIREMENTS**

Contractor shall obtain and maintain insurance policies during the term of this Agreement with the minimum limits as specified on the following page. Prior to commencement of work on this Agreement, Contractor shall provide to the District certificate(s) of insurance evidencing the required insurance coverage.

Site Coordinator (print name and email):

*To be completed by Coordinator and returned to Purchasing at least 4 weeks before event*

Date of activity: \_\_\_\_\_ Site(s): \_\_\_\_\_  Free event

Describe Activity: \_\_\_\_\_  PTA paid event

\_\_\_\_\_  
 Visitor name: \_\_\_\_\_ Phone # / email: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
District Office use only:

Visitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance documentation     Ed Services Approval     Risk Management Approval

School site is to e-mail Agreement to Purchasing at least 4 weeks prior to date of event to allow time for insurance verification.