



Fountain Valley School District

BOARD OF TRUSTEES
SPECIAL MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

March 22, 2018

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

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE
- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Real Property Negotiator: *Government Code Section 54956.8*
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

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

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

BOARD WORKSHOP

1. BOARD WORKSHOP: MEASURE O PROJECT UPDATE

Assistant Superintendent, Business Services, Christine Fullerton and Director, Maintenance and Facilities, Joe Hastie, will provide an update to the Board of Trustees regarding Phase 1 of Measure O HVAC and Modernization Project.

LEGISLATIVE SESSION

2. RESOLUTION 2018-25: APPROVAL OF GUARANTEED MAXIMUM PRICE FOR THE LEASE-LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT MASUDA MIDDLE SCHOOL

M ___
2nd ___
V ___

On September 7, 2017, West Coast Air Conditioning, Inc. was awarded the preconstruction and lease-leaseback agreement for the Measure O Modernization and HVAC Project. The preconstruction services have been completed and West Coast Air has solicited bids and selected subcontractors, and a Guaranteed Maximum Price (“GMP”) of \$5,192,414 has been negotiated.

The GMP includes a contractor contingency of \$247,258.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-25, approving the Guaranteed Maximum Price (GMP), contingencies, and DSA plans and specifications for the Measure O Modernization and HVAC Project at Masuda Middle School.

3. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

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

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

Consent Items

3-A. PERMISSION TO UTILIZE CMAS NO. 4-17-72-0057B TO PURCHASE FLOORING MATERIALS TO MEET THE NEEDS OF THE DISTRICT

Superintendent's Comments: It is recommended that the Board of Trustees approves the District's use of the 2017 - 2022 CMAS contract No. 4-17-72-0057B, and any extensions, to purchase flooring materials from KYA Services, LLC to meet the needs of the District.

3-B. UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS

Superintendent's Comments: It is recommended that the Board of Trustees approves the updated 2018-2021 Plan for Providing Educational Services to all Expelled Students in Orange County, which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

3-C. NON-PUBLIC AGENCY CONTRACTS

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Robert J. Rome, Ph.D.	\$4,050	3/22/18-8/31/18
Dr. Robin Morris, dba RBY5 Psych. Serv.	\$4,000	3/22/18-8/31/18
Verbal Behavior Associates	\$4,000	3/22/18-8/31/18

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, April 19, 2018 at 6:30pm.

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

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

Board meeting of March 22, 2018



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **MEASURE O PROJECT UPDATE**
DATE: March 21, 2018

Background:

Assistant Superintendent, Business Services, Christine Fullerton and Director, Maintenance and Facilities, Joe Hastie, will provide an update to the Board of Trustees regarding Phase 1 of Measure O HVAC and Modernization Project.



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **RESOLUTION 2018-25: APPROVAL OF GUARANTEED
MAXIMUM PRICE FOR THE LEASE-LEASEBACK
AGREEMENT WITH WEST COAST AIR CONDITIONING, INC.
FOR THE MEASURE O MODERNIZATION AND HVAC
PROJECT AT MASUDA MIDDLE SCHOOL**
DATE: March 20, 2018

Background:

On September 7, 2017, West Coast Air Conditioning, Inc. was awarded the preconstruction and lease-leaseback agreement for the Measure O Modernization and HVAC Project. The preconstruction services have been completed and West Coast Air has solicited bids and selected subcontractors, and a Guaranteed Maximum Price (“GMP”) of \$5,192,414, has been negotiated.

The GMP includes a contractor contingency of \$247,258.

Outside of the GMP, the Project has a District Contingency of \$625,000 for unforeseen conditions and owner changes.

The Division of State Architect has approved the plans and specifications for the Project on December 27, 2017.

Fiscal Impact:

The Guaranteed Maximum Price (GMP) is funded through the proceeds from the sale of Measure O bonds.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2018-25, approving the Guaranteed Maximum Price (GMP), contingencies, and DSA plans and specifications for the Measure O Modernization and HVAC Project at Masuda Middle School.

RESOLUTION NO. 2018-25

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT APPROVING THE GUARANTEED MAXIMUM PRICE AND LEASE-LEASEBACK AGREEMENT FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT

WHEREAS, the Fountain Valley School District (“District”) plans to construct the Measure O Modernization and HVAC Project (“Project”) utilizing the lease-leaseback construction delivery method, whereby the District will lease a site that it owns to a contractor who will construct improvements thereon and lease the project and the underlying site back to the District; and

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term; and

WHEREAS, the award of any lease-leaseback contract pursuant to Education Code section 17406 is to be based on a competitive solicitation process to the proposer providing the “best value” to the school district, taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, pursuant to Education Code section 17406(b)(1), “best value” means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications; and

WHEREAS, the Proposal Evaluation Committee evaluated the qualifications in the proposals based upon the criteria and evaluation methodology set forth in the Request for Proposals, assigned scores to each proposal, and once the evaluation process was complete, the District determined that West Coast Air Conditioning Company, Inc. had the highest best value score; and

WHEREAS, on September 7, 2017 the District’s Board of Trustees approved the award, as the highest best value score, for the preconstruction and lease-leaseback constructions services for the Project to West Coast Air Conditioning Company, Inc.; and

WHEREAS, the preconstruction services have been completed and the Division of State Architect approved the plans and specifications for the Project on December 27, 2017, and

WHEREAS, in order to construct the Project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to the Contractor; a sublease which provides for the sublease of the site and the lease of the project by the Contractor back to the District; and a construction services agreement that contains construction provisions with which Contractor shall comply with respect to the construction of the Project.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Approval of Plans and Specifications. The Board hereby approves the DSA-approved Plans and Specifications for the Project.

Section 3. Guaranteed Maximum Price. West Coast Air Conditioning Co., Inc. has completed the preconstruction services, and selected subcontractors for the Project, and the Guaranteed Maximum Price and contingencies have been negotiated as follows:

Guaranteed Maximum Price: \$5,192,414

Construction Contingency (included in GMP): \$123,629

Errors & Omissions Contingency (included in the GMP): \$123,629

District's Contingency (outside of the GMP): \$500,000

Unforeseen Conditions Contingency (outside of the GMP): \$125,000

Section 4. Other Acts; Delegation. The District's Board of Trustees hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed to carry out the intent of this Resolution and to further make minor changes, if needed, to the lease-leaseback agreement. Said delegation shall be valid until otherwise rescinded by the Board.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Fountain Valley School District this 22nd day of March, 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Jim Cunneen, President of the Fountain Valley School District Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

President of the Board of Trustees
Fountain Valley School District

I, Jeanne Galindo, Clerk of the Board of Trustees of the Fountain Valley School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Trustees of the Fountain Valley School District at a regular meeting thereof held on the 22nd day of March, 2018, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fountain Valley School District this 22nd day of March, 2018.

Clerk of the Board of Trustees
Fountain Valley School District



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees

FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations

SUBJECT: Permission to Utilize CMAS No. 4-17-72-0057B to Purchase Flooring Materials to Meet the Needs of the District

DATE: March 15, 2018

Background:

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive by the California Department of General Services (DGS). Measure O Project will require the purchase of large quantities of flooring materials. By purchasing through CMAS the District will take advantage of cost savings and guarantee local stockpiling of materials to be used as needed throughout the projects. In December 2017 CMAS NO. 4-17-72-0057B was issued to KYA Services, LLC for Tandus Brand Flooring Products (District Standard) by the State and Board approval is required to utilize the new contracts and take advantage of the substantial cost savings.

Fiscal Impact:

No ongoing costs to utilize CMAS. Cost of materials as purchased are paid directly to the approved vendor. Funding will be provided by Measure O Project funds.

Recommendation:

It is recommended that the Board of Trustees approves the District's use of the 2017 - 2022 CMAS contract No. 4-17-72-0057B, and any extensions, to purchase flooring materials from KYA Services, LLC to meet the needs of the District.

December 8, 2017

Mr. John Anthony Leyds
KYA Services, LLC
1522 Brookhollow Drive, Suite #3
Santa Ana, CA 92705

Subject: KYA Services, LLC's California Multiple Award Schedule (CMAS)

CMAS Number: 4-17-72-0057B
CMAS Term Dates: December 8, 2017 through September 24, 2022
Base GSA Schedule No.: GS-03F-102GA

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) for the term identified above. The CMAS has been awarded the same CMAS number as the original CMAS. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: **1)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **2)** CMAS terms and conditions, **3)** Federal GSA (or Non-GSA) terms and conditions, and **4)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the contract elements described above.

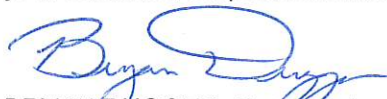
To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2017 (OCT-DEC)
DUE BY JAN 15, 2018.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at 916/375-4391. Thank you for your continued cooperation and support of the CMAS Program.



BRYAN DUGGER, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
KYA Services, LLC

CMAS NUMBER:	4-17-72-0057B
CMAS TERM DATES:	12/08/2017 through 9/24/2022
CMAS CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-102GA
BASE SCHEDULE HOLDER:	Carpet Resources Inc

This contract provides for the purchase, warranty, and installation of floor covering and related products. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

CONTRACT RESTRICTION FOR CARPET PURCHASES

State agencies using this contract are bound by the requirements of Management Memo 10-01, which requires carpet purchased by State agencies shall be certified to meet the NSF/ANSI 140-2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at www.carpet-rug.org, then select the link to the NSF/ANSI carpet platforms.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.



Effective Date: **12/08/2017**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS Contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Tandus
Floor Cov-Broadloom Carpet
Floor Cov-Carpet Recycled
Floor Cov-Modular Carpet Tile

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Tandus

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Services to address environmental problems such as asbestos abatement, mold and mildew are not available under this contract.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-102GA (CARPET RESOURCES INC) with a GSA term of 2/24/2016 through 9/24/2022.

Replace "Carpet Resources Inc" with "KYA Services, LLC" where "Carpet Resources Inc" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (714) 586-5526:

**KYA Services, LLC
1522 Brookhollow Drive, Suite #3
Santa Ana, CA 92705
Attn: Terri Bell**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: John Anthony Leyds
Phone: (714) 659-6478
E-mail: tony.leyds@theyagroup.com**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/sutax/top500.htm.

CALIFORNIA SELLER'S PERMIT

KYA Services, LLC's California Seller's Permit No. is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains quantity discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

60 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise restricted in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Non-Information Technology Goods:
\$100,000

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit.

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.a.spx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$2,500.00.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the agreement number with the line items and subtotal per agreement number (do not include tax in the subtotal), and sequentially identify each individual agreement as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s) agreements. A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity and/or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

KYA Services, LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises. See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESO) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

KYA Services, LLC's California Contractor's License number is 984827. This is a Class B, C15 license that is valid through 6/30/2019.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. **Maximum Order Limitation:** For orders \$250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

KYA Services, LLC does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this CMAS.

Agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-17-72-0057B**

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Contract Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____

Revision

Reporting Quarter: Q1 (Jan-Mar)

Q2 (Apr-Jun)

Q3 (Jul-Sep)

Q4 (Oct-Dec)

Check Here if No New Orders for This Quarter

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is \$100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state location.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

ESTIMATED CARPET INSTALLATION COSTS

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

DESCRIPTION OF INSTALLATION	ESTIMATED INSTALLATION COST
GENERAL OFFICE SPACE NEW CONSTRUCTION CLEAN FLOOR INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$4.00 PER SY MODULAR (TILE) \$4.00 PER SY
GENERAL OFFICE SPACE NO FURNITURE MOVING REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY MODULAR (TILE) \$5.00 PER SY
GENERAL OFFICE SPACE MOVING OF CONVENTIONAL FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$10.00 PER SY MODULAR (TILE) \$10.00 PER SY
GENERAL OFFICE SPACE MOVING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW BROADLOOM CARPET DIRECT GLUE DOWN NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY PLUS \$300.00-\$400.00 <u>PER WORKSTATION</u>
GENERAL OFFICE SPACE LIFTING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW MODULAR CARPET FULL SPREAD RELEASE ADHESIVE	MODULAR (TILE) \$11.00 PER SY

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Information Regarding the Purchase and Installation of Floor Coverings

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

AREA TO BE CARPETED	CARPET TYPE
<p style="text-align: center;">GENERAL OFFICE</p> <p>(EXAMPLE: GENERAL STATE OFFICES WITH NO OR LIGHT TO MEDIUM PUBLIC TRAFFIC)</p>	<p>26-28 OUNCE BROADLOOM, COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;">OR</p> <p>26-28 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p style="text-align: center;">EXECUTIVE OFFICES</p> <p>(EXAMPLE: DIRECTOR'S OFFICE, DEPUTY DIRECTORS, AGENCY PERSONNEL)</p>	<p>28-32 OUNCE BROADLOOM, COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;">OR</p> <p>28-32 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p style="text-align: center;">STATE OWNED RESIDENCES</p>	<p>34 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, CUT AND LOOP PILE. YARN TO BE BRANDED NYLON, ANY CONVENTIONAL DYE METHOD. INSTALLATION STRETCH IN OVER 3/8 INCH, 100% SYNTHETIC CARPET CUSHION, 28 OUNCE PER SQUARE YARD NOMINAL, 6.2 POUND PER CUBIC FOOT, MEETING ASTM E648 CLASS 1 RADIANT PANEL TEST.</p>
<p style="text-align: center;">TEMPORARY BUILDINGS INCLUDING MOBILE AND MODULAR FACILITIES</p>	<p>20 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, LOOP PILE, BRANDED, SOLUTION DYED NYLON. INSTALLATION BY DIRECT GLUE DOWN.</p>
<p style="text-align: center;">VERY HIGH TRAFFIC AREAS</p> <p>(EXAMPLE: MEDIUM TO HEAVY USE PUBLIC AREAS, AIRPORTS, COLLEGE/UNIVERSITY FOOD SERVICE AREAS, DORMITORIES)</p>	<p>20 OUNCE BROADLOOM, TUFTED, STRUCTURED BACK, COMMERCIAL GRADE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. MAY INCLUDE HIGH DENSITY URETHANE OR VINYL CHLORIDE PAD BACKING. SEAMS SHOULD BE CAPABLE OF SEALING (WELD TOGETHER). INSTALLATION BY DIRECT GLUE DOWN</p>

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License No. : _____

License Issued to Whom : _____

Class / Type of License : _____

Expiration Date of License : _____

Work to be Performed : _____

Subcontractor's Name and Address: _____

: _____

: _____

License Number : _____

Class / Type of License : _____

Expiration Date of License : _____

Work to be Performed : _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

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

Signature of Supplier

Date

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE B PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT (Public Contract Code Sections 7103 and 10221)

BOND

No: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____, has awarded to _____ whose address is _____ as Principle, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on

(CITY AND STATE)

(DATE)

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 2/14)

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C CARPET INSTALLATION REQUIREMENTS

Items Required		Performed By		Requirement
Yes	No	Vendor	Agency	
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing carpet ____, pad ____, tile ____ Disposition: To State ____, Remove from State Premises ____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal ____, plastic ____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.
				Cove base, rubber ____ or vinyl ____ . Furnish and install ____ Color: brown ____, black ____, other ____ Size: 6" ____, 4" ____, 2" ____, other ____ Remove existing base ____, Trim cove on existing base ____, Other (explain) _____ _____
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights _____ Weekends _____
				Floor duct covers, contact: Building Manager _____ Other _____

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C (continued)
Carpet Installation Instructions Continued

COORDINATION AND INSPECTION OF WORK

Site Inspection:

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

Installation Coordination:

(Name) _____, (Title) _____
at (Agency) _____, telephone (____) _____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

Inspection of Installation Work:

_____ Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed. This inspection will be made jointly by the supplier and a designee of the agency.

(Name) _____, (Title) _____
will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS – ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS – ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions – Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
 - e) special terms and conditions; and
 - f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
 - b) All Goods may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS - WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

- 29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

- 30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

- 31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

- 32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

- 33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

- 34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

- Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

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or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance

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The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

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The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

securing the faithful performance of the Contract by the Contractor.

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract

Carpet Resources, Inc.

Tandus Centiva Products

Broadloom and Modular Carpet – Installation & Maintenance Services

Meets and exceeds PBS Key Requirements – NSF 140 Gold or Platinum - Most styles exceed TARR 3.5

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage*, a menu-driven database system. The INTERNET address for GSA *Advantage* is [GSA Advantage!](#) For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at [GSA Home](#).

FSC Group 72, Part 1, Section A
Contract Number: **GS-03F-102GA**
Contract Period – Contract end date - September 24, 2022

DUNS#: 96-928-8125
Tax ID: 54-1827791
CAGE Code: 1BJJ5

CONTRACTOR

Carpet Resources, Inc.
801 Wincrest Place
Great Falls, VA 22066-2736
Phone: (703) 757-7605 / Fax: (703) 757-7606
Toll Free: (800) 272-9567
Email: csaylor@saylormarketing.com
Email: cparker@saylormarketing.com
Business Size: Woman Owned Small Business

CONTRACT ADMINISTRATION

Saylor Marketing, Inc.
801 Wincrest Place
Great Falls, VA 22066-2736
Phone: (703) 757-7605 / Fax: (703) 757-7606
Toll Free: (800) 272-9567
Email: csaylor@saylormarketing.com

INFORMATION FOR ORDERING ACTIVITIES

1a. Awarded SINS:

- 31-301 Broadloom
- 31-303 Carpet Tile
- 31-601 Recycled Content
- 31-604 Installation Services

1b. Lowest Price each SIN:

- 31-301 All Star
- 31-303 Arete
- 31-601 All Star (6')
- 31-601 Arete (Tile)

2. Maximum Order Limitation:

- SIN(s) 31-301, 31-303, 31-601
Carpet and Carpet Tile - \$500,000
- SIN(s) 31-604 - Installation - \$150,000

3. Minimum Order: \$500

4. Geographic Coverage:

All SINS – Continental United States

5. Point of Production

311 Smith Industrial Blvd.
Dalton, GA 30721

6. Prices shown are Government Net Discount

7. Quantity Discounts:

SIN(s) 31-301, 31-303, 31-601
GSA basic price - \$0 - \$25,000

8. Prompt Payment:

Net 30 days

9a. Government VISA & MasterCard Accepted

9b. Government VISA & MasterCard Discount - None

Net 30 days

10. Foreign Items – None

11. Time of Delivery:

SIN 31-301 Broadloom - 60 days or
sooner SIN 31-303 Carpet Tile - 60 days
or sooner
SIN 31-601 Recycled 12 & Tile - 60 days or sooner
Priority Shipment in 2 business days up to 750 sq
Express Shipment in 10 business days up to 1,500

12. sv GSA Express Styles and Colors

All SIN(s) Destination, CONUS or Stateside Port

13. Order Address:

Carpet Resources, Inc.
801 Wincrest Place; Great Falls, VA 22066-2736
Phone: (703) 757-7605 / Fax: (703) 757 757-7606

14. Payment Address:

Carpet Resources, Inc.
801 Wincrest Place; Great Falls, VA 22066-2736
Phone: (703) 757-7605 / Fax: (703) 757 757-7606

15. Warranty:

Tandus Warranties

16. Export Packing Charge: Not Applicable

17. Credit Card Terms same as basic contract

18. Maintenance: [Tandus Maintenance](#)

19. Installation: [Installation Instructions](#)

20. MSDS Sheets: [Technical Documents](#)

21. Solutions at Work: [Solutions at Work](#)

22. Press Releases: [Press Releases](#)

23. Virtual Room Scene (any product): [Virtual Room Scene](#)

24. Inside Delivery: Quote per project.

24a. **California Proposition 65** - Based on Prop 65, Tandus Centiva is positioning ethos® backing as the modular carpet construction of choice for sales within the State of California. Given that Tandus Centiva recycles for the entire floorcovering industry and accepts materials from outside sources, they cannot guarantee that materials listed on Prop 65 will not be present in the ER3® backing.

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Abrasive Action II	02578	GS	Ethos Tile	\$ 38.94	Platinum	***
301/601	Abrasive Action II	02578	M	Powerbond Cushion	\$ 34.63	Gold	Severe
301/601	Abrasive Action II	02578	GN	Powerbond Ethos Cushion	\$ 37.99	Platinum	Severe
303/601	Accentuate	04255	EX	ER3 Tile	\$ 24.99	Platinum	Severe
303/601	Accentuate	04255	EB	ER3 Tile RS	\$ 26.11	Platinum	Severe
303/601	Accentuate	04255	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Accentuate	04255	CF	Flexaire Tile	\$ 26.33	Gold	Severe
303/601	Accentuate	04255	CR	Flexaire Tile RS	\$ 27.45	Gold	Severe
301/601	Accentuate	04255	M	Powerbond Cushion	\$ 24.09	Gold	Heavy
301/601	Accentuate	04255	MR	Powerbond Cushion RS	\$ 25.21	Gold	Heavy
301/601	Accentuate	04255	GN	Powerbond Ethos Cushion	\$ 25.83	Platinum	Severe
301/601	Accentuate	04255	GR	Powerbond Ethos Cushion RS	\$ 26.95	Platinum	Severe
303/601	Aftermath II	03026	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Aftermath II	03026	EB	ER3 Tile RS	\$ 26.15	Platinum	Severe
303/601	Aftermath II	03026	GS	Ethos Tile	\$ 24.55	Platinum	Severe
303/601	Aftermath II	03026	CF	Flexaire Tile	\$ 25.67	Gold	Severe
303/601	Aftermath II	03026	CR	Flexaire Tile RS	\$ 26.79	Gold	Severe
301/601	Aftermath II	03026	M	Powerbond Cushion	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	MR	Powerbond Cushion RS	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	GN	Powerbond Ethos Cushion	\$ 25.00	Platinum	Severe
301/601	Aftermath II	03026	GR	Powerbond Ethos Cushion RS	\$ 26.12	Platinum	Severe
303/601	Alcove	04163	EX	ER3 Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	EB	ER3 Tile RS	\$ 28.70	Platinum	Severe
303/601	Alcove	04163	GS	Ethos Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	CF	Flexaire Tile	\$ 28.70	Gold	Severe
303/601	Alcove	04163	CR	Flexaire Tile RS	\$ 29.82	Gold	Severe
301/601	Alcove	04163	M	Powerbond Cushion	\$ 25.11	Gold	Severe
301/601	Alcove	04163	MR	Powerbond Cushion RS	\$ 26.23	Gold	Severe
301/601	Alcove	04163	GN	Powerbond Ethos Cushion	\$ 27.24	Platinum	Severe
301/601	Alcove	04163	GR	Powerbond Ethos Cushion RS	\$ 28.36	Platinum	Severe
303/601	All Star	02931	EX	ER3 Tile	\$ 23.53	Platinum	Severe
303/601	All Star	02931	EB	ER3 Tile RS	\$ 24.27	Platinum	Severe
303/601	All Star	02931	GS	Ethos Tile	\$ 23.15	Platinum	Heavy
303/601	All Star	02931	CF	Flexaire Tile	\$ 24.27	Gold	Severe
303/601	All Star	02931	CR	Flexaire Tile RS	\$ 25.39	Gold	Severe
301/601	All Star	02931	MR	Powerbond Cushion RS	\$ 19.05	Gold	Heavy
301/601	All Star	02931	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	All Star	02931	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Applause III	02803	EX	ER3 Tile	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	EB	ER3 Tile RS	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	GS	Ethos Tile	\$ 23.50	Platinum	Heavy
303/601	Applause III	02803	CF	Flexaire Tile	\$ 25.02	Gold	Severe
303/601	Applause III	02803	CR	Flexaire Tile RS	\$ 26.14	Gold	Severe
301/601	Applause III	02803	MR	Powerbond Cushion RS	\$ 24.13	Gold	Severe
301/601	Applause III	02803	GN	Powerbond Ethos Cushion	\$ 22.09	Platinum	Severe
301/601	Applause III	02803	GR	Powerbond Ethos Cushion RS	\$ 23.21	Platinum	Severe
301/601	Aragon	05164	M	Powerbond Cushion	\$ 25.73	Gold	Heavy
301/601	Aragon	05164	MR	Powerbond Cushion RS	\$ 26.86	Gold	Heavy
303/601	Arboretum	03899	EX	ER3 Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	EB	ER3 Tile RS	\$ 32.41	Platinum	Severe
303/601	Arboretum	03899	GS	Ethos Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	CF	Flexaire Tile	\$ 32.41	Gold	Severe
303/601	Arboretum	03899	CR	Flexaire Tile RS	\$ 33.53	Gold	Severe
301/601	Arboretum	03899	M	Powerbond Cushion	\$ 28.27	Gold	Severe
301/601	Arboretum	03899	MR	Powerbond Cushion RS	\$ 29.39	Gold	Severe
301/601	Arboretum	03899	GN	Powerbond Ethos Cushion	\$ 30.01	Platinum	Severe
301/601	Arboretum	03899	GR	Powerbond Ethos Cushion RS	\$ 31.13	Platinum	Severe
303/601	Arete	04336	EX	ER3 Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	EB	ER3 Tile RS	\$ 19.68	Platinum	Heavy
303/601	Arete	04336	GS	Ethos Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	CF	Flexaire Tile	\$ 19.68	Gold	Heavy
303/601	Arete	04336	CR	Flexaire Tile RS	\$ 21.04	Gold	Heavy
303/601	Artisan	03579	GS	Ethos Tile	\$ 38.54	Platinum	Severe
303/601	Atmosphere	03666	EX	ER3 Tile	\$ 28.08	Platinum	Severe
303/601	Atmosphere	03666	EB	ER3 Tile RS	\$ 29.20	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Atmosphere	03666	GS	Ethos Tile	\$ 29.29	Platinum	Severe
303/601	Atmosphere	03666	CF	Flexaire Tile	\$ 30.41	Gold	Severe
303/601	Atmosphere	03666	CR	Flexaire Tile RS	\$ 31.53	Gold	Severe
301/601	Atmosphere	03666	M	Powerbond Cushion	\$ 26.37	Gold	Severe
301/601	Atmosphere	03666	MR	Powerbond Cushion RS	\$ 27.49	Gold	Severe
301/601	Atmosphere	03666	GN	Powerbond Ethos Cushion	\$ 28.55	Platinum	Severe
301/601	Atmosphere	03666	GR	Powerbond Ethos Cushion RS	\$ 29.67	Platinum	Severe
303/601	Atoll	03333	EX	ER3 Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	EB	ER3 Tile RS	\$ 28.86	Platinum	Heavy
303/601	Atoll	03333	GS	Ethos Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	CF	Flexaire Tile	\$ 28.86	Gold	Severe
303/601	Atoll	03333	CR	Flexaire Tile RS	\$ 30.53	Gold	Severe
301/601	Atoll	03333	M	Powerbond Cushion	\$ 24.97	Gold	Severe
301/601	Atoll	03333	MR	Powerbond Cushion RS	\$ 26.09	Gold	Severe
301/601	Atoll	03333	GN	Powerbond Ethos Cushion	\$ 27.13	Platinum	Severe
301/601	Atoll	03333	GR	Powerbond Ethos Cushion RS	\$ 28.25	Platinum	Severe
303/601	Box Study	03295	EX	ER3 Tile	\$ 33.49	Platinum	Heavy
303/601	Box Study	03295	EB	ER3 Tile RS	\$ 34.61	Platinum	Heavy
303/601	Box Study	03295	GS	Ethos Tile	\$ 27.88	Platinum	Severe
303/601	Box Study	03295	CF	Flexaire Tile	\$ 29.00	Gold	Severe
303/601	Box Study	03295	CR	Flexaire Tile RS	\$ 30.12	Gold	Severe
301/601	Box Study	03295	M	Powerbond Cushion	\$ 29.59	Gold	Severe
301/601	Box Study	03295	MR	Powerbond Cushion RS	\$ 30.71	Gold	Severe
301/601	Box Study	03295	GN	Powerbond Ethos Cushion	\$ 26.90	Platinum	Severe
301/601	Box Study	03295	GR	Powerbond Ethos Cushion RS	\$ 28.02	Platinum	Severe
303/601	Calli	04162	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Calli	04162	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Calli	04162	GS	Ethos Tile	\$ 27.46	Platinum	Severe
303/601	Calli	04162	CF	Flexaire Tile	\$ 28.58	Gold	Severe
303/601	Calli	04162	CR	Flexaire Tile RS	\$ 28.02	Gold	Severe
301/601	Calli	04162	M	Powerbond Cushion	\$ 25.01	Gold	Severe
301/601	Calli	04162	MR	Powerbond Cushion RS	\$ 26.13	Gold	Severe
301/601	Calli	04162	GN	Powerbond Ethos Cushion	\$ 26.75	Platinum	Severe
301/601	Calli	04162	GR	Powerbond Ethos Cushion RS	\$ 27.87	Platinum	Severe
303/601	Canopy	04089	EX	ER3 Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	EB	ER3 Tile RS	\$ 32.35	Platinum	Severe
303/601	Canopy	04089	GS	Ethos Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	CF	Flexaire Tile	\$ 32.35	Gold	Severe
303/601	Canopy	04089	CR	Flexaire Tile RS	\$ 33.47	Gold	Severe
301/601	Canopy	04089	M	Powerbond Cushion	\$ 28.12	Gold	Severe
301/601	Canopy	04089	MR	Powerbond Cushion RS	\$ 29.24	Gold	Severe
301/601	Canopy	04089	GN	Powerbond Ethos Cushion	\$ 27.80	Platinum	Severe
301/601	Canopy	04089	GR	Powerbond Ethos Cushion RS	\$ 28.92	Platinum	Severe
303/601	Cerise	03988	EX	ER3 Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	EB	ER3 Tile RS	\$ 31.60	Platinum	Heavy
303/601	Cerise	03988	GS	Ethos Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	CF	Flexaire Tile	\$ 31.60	Gold	Severe
303/601	Cerise	03988	CR	Flexaire Tile RS	\$ 32.72	Gold	Severe
301/601	Cerise	03988	M	Powerbond Cushion	\$ 27.48	Gold	Severe
301/601	Cerise	03988	MR	Powerbond Cushion RS	\$ 28.60	Gold	Severe
301/601	Cerise	03988	GN	Powerbond Ethos Cushion	\$ 29.21	Platinum	Heavy
301/601	Cerise	03988	GR	Powerbond Ethos Cushion RS	\$ 30.33	Platinum	Heavy
303/601	Change II	03747	EX	ER3 Tile	\$ 27.81	Platinum	Severe
303/601	Change II	03747	EB	ER3 Tile RS	\$ 28.93	Platinum	Severe
303/601	Change II	03747	GS	Ethos Tile	\$ 23.98	Platinum	Heavy
303/601	Change II	03747	CF	Flexaire Tile	\$ 25.10	Gold	Severe
303/601	Change II	03747	CR	Flexaire Tile RS	\$ 26.22	Gold	Severe
301/601	Change II	03747	M	Powerbond Cushion	\$ 26.53	Gold	Severe
301/601	Change II	03747	MR	Powerbond Cushion RS	\$ 27.65	Gold	Severe
301/601	Change II	03747	GN	Powerbond Ethos Cushion	\$ 23.61	Platinum	Heavy
301/601	Change II	03747	GR	Powerbond Ethos Cushion RS	\$ 24.73	Platinum	Heavy
303/601	Circlet	02888	EX	ER3 Tile	\$ 26.47	Platinum	Severe
303/601	Circlet	02888	EB	ER3 Tile RS	\$ 27.24	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Circllet	02888	GS	Ethos Tile	\$ 26.47	Platinum	***
303/601	Circllet	02888	CF	Flexaire Tile	\$ 27.24	Gold	Severe
303/601	Circllet	02888	CR	Flexaire Tile RS	\$ 28.71	Gold	Severe
301/601	Circllet	02888	M	Powerbond Cushion	\$ 24.17	Gold	Severe
301/601	Circllet	02888	MR	Powerbond Cushion RS	\$ 24.91	Gold	Severe
301/601	Circllet	02888	GN	Powerbond Ethos Cushion	\$ 25.53	Platinum	Severe
301/601	Circllet	02888	GR	Powerbond Ethos Cushion RS	\$ 26.65	Platinum	Severe
303/601	City Walk	03974	EX	ER3 Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	EB	ER3 Tile RS	\$ 19.92	Platinum	Severe
303/601	City Walk	03974	GS	Ethos Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	CF	Flexaire Tile	\$ 19.92	Gold	Severe
303/601	City Walk	03974	CR	Flexaire Tile RS	\$ 21.04	Gold	Severe
303/601	Color Spectrum	03343	EX	ER3 Tile	\$ 26.58	Platinum	Severe
303/601	Color Spectrum	03343	EB	ER3 Tile RS	\$ 27.06	Platinum	Severe
303/601	Color Spectrum	03343	GS	Ethos Tile	\$ 23.28	Platinum	Severe
303/601	Color Spectrum	03343	CF	Flexaire Tile	\$ 25.00	Gold	Severe
303/601	Color Spectrum	03343	CR	Flexaire Tile RS	\$ 26.12	Gold	Severe
301/601	Color Spectrum	03343	M	Powerbond Cushion	\$ 20.63	Gold	Severe
301/601	Color Spectrum	03343	MR	Powerbond Cushion RS	\$ 21.53	Gold	Severe
301/601	Color Spectrum	03343	GN	Powerbond Ethos Cushion	\$ 22.60	Platinum	Severe
301/601	Color Spectrum	03343	GR	Powerbond Ethos Cushion RS	\$ 23.72	Platinum	Severe
303/601	Colored Pencil	02443	EX	ER3 Tile	\$ 23.88	Platinum	Severe
303/601	Colored Pencil	02443	EB	ER3 Tile RS	\$ 25.00	Platinum	Severe
303/601	Colored Pencil	02443	GS	Ethos Tile	\$ 25.15	Platinum	Severe
303/601	Colored Pencil	02443	CF	Flexaire Tile	\$ 27.67	Gold	Severe
303/601	Colored Pencil	02443	CR	Flexaire Tile RS	\$ 28.79	Gold	Severe
301/601	Colored Pencil	02443	GN	Powerbond Ethos Cushion	\$ 24.36	Platinum	Severe
301/601	Colored Pencil	02443	GR	Powerbond Ethos Cushion RS	\$ 25.48	Platinum	Severe
303/601	Consequence	03724	EX	ER3 Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	EB	ER3 Tile RS	\$ 30.85	Platinum	Severe
303/601	Consequence	03724	GS	Ethos Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	CF	Flexaire Tile	\$ 30.85	Gold	Heavy
303/601	Consequence	03724	CR	Flexaire Tile RS	\$ 31.97	Gold	Heavy
301/601	Consequence	03724	M	Powerbond Cushion	\$ 25.91	Gold	Severe
301/601	Consequence	03724	MR	Powerbond Cushion RS	\$ 27.03	Gold	Severe
301/601	Consequence	03724	GN	Powerbond Ethos Cushion	\$ 27.64	Platinum	Severe
301/601	Consequence	03724	GR	Powerbond Ethos Cushion RS	\$ 28.76	Platinum	Severe
303/601	Crayon	01957	EX	ER3 Tile	\$ 21.37	Platinum	Heavy
303/601	Crayon	01957	EB	ER3 Tile RS	\$ 22.49	Platinum	Heavy
303/601	Crayon	01957	GS	Ethos Tile	\$ 21.37	Platinum	Severe
303/601	Crayon	01957	CF	Flexaire Tile	\$ 22.49	Gold	Heavy
303/601	Crayon	01957	CR	Flexaire Tile RS	\$ 23.61	Gold	Heavy
301/601	Crayon	01957	M	Powerbond Cushion	\$ 20.28	Gold	Heavy
301/601	Crayon	01957	MR	Powerbond Cushion RS	\$ 21.40	Gold	Heavy
301/601	Crayon	01957	GN	Powerbond Ethos Cushion	\$ 22.02	Platinum	Severe
301/601	Crayon	01957	GR	Powerbond Ethos Cushion RS	\$ 23.14	Platinum	Severe
303/601	Cypher	04074	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Cypher	04074	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Cypher	04074	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Cypher	04074	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Cypher	04074	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Cypher	04074	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Cypher	04074	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	District	03500	EX	ER3 Tile	\$ 30.81	Platinum	Severe
303/601	District	03500	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	District	03500	GS	Ethos Tile	\$ 28.96	Platinum	Severe
303/601	District	03500	CF	Flexaire Tile	\$ 30.08	Gold	Severe
303/601	District	03500	CR	Flexaire Tile RS	\$ 31.20	Gold	Severe
301/601	District	03500	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	District	03500	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	District	03500	GN	Powerbond Ethos Cushion	\$ 28.52	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	District	03500	GR	Powerbond Ethos Cushion RS	\$ 29.64	Platinum	Severe
303/601	Divide	03863	EX	ER3 Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	EB	ER3 Tile RS	\$ 29.39	Platinum	Heavy
303/601	Divide	03863	GS	Ethos Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	CF	Flexaire Tile	\$ 29.39	Gold	Heavy
303/601	Divide	03863	CR	Flexaire Tile RS	\$ 30.51	Gold	Heavy
301/601	Divide	03863	M	Powerbond Cushion	\$ 24.64	Gold	Severe
301/601	Divide	03863	MR	Powerbond Cushion RS	\$ 25.76	Gold	Severe
301/601	Divide	03863	GN	Powerbond Ethos Cushion	\$ 26.38	Platinum	Heavy
301/601	Divide	03863	GR	Powerbond Ethos Cushion RS	\$ 27.50	Platinum	Heavy
303/601	DV8	04075	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	DV8	04075	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	DV8	04075	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	DV8	04075	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	DV8	04075	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
301/601	DV8	04075	M	Powerbond Cushion	\$ 23.57	Gold	Severe
301/601	DV8	04075	MR	Powerbond Cushion RS	\$ 24.69	Gold	Severe
301/601	DV8	04075	GN	Powerbond Ethos Cushion	\$ 24.94	Platinum	Severe
301/601	DV8	04075	GR	Powerbond Ethos Cushion RS	\$ 26.06	Platinum	Severe
303/601	Effervescent	03479	EX	ER3 Tile	\$ 32.86	Platinum	Severe
303/601	Effervescent	03479	EB	ER3 Tile RS	\$ 33.98	Platinum	Severe
303/601	Effervescent	03479	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Effervescent	03479	CF	Flexaire Tile	\$ 29.30	Gold	Severe
303/601	Effervescent	03479	CR	Flexaire Tile RS	\$ 30.42	Gold	Severe
301/601	Effervescent	03479	M	Powerbond Cushion	\$ 31.07	Gold	Severe
301/601	Effervescent	03479	MR	Powerbond Cushion RS	\$ 32.19	Gold	Severe
301/601	Effervescent	03479	GN	Powerbond Ethos Cushion	\$ 27.42	Platinum	Severe
301/601	Effervescent	03479	GR	Powerbond Ethos Cushion RS	\$ 28.54	Platinum	Severe
303/601	Embossed Flannel	03146	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Embossed Flannel	03146	GS	Ethos Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Embossed Flannel	03146	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
303/601	Emphasize	04252	EX	ER3 Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	EB	ER3 Tile RS	\$ 26.33	Platinum	Heavy
303/601	Emphasize	04252	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	CF	Flexaire Tile	\$ 26.33	Gold	Heavy
303/601	Emphasize	04252	CR	Flexaire Tile RS	\$ 27.45	Gold	Heavy
303/601	Endhara II	02591	EX	ER3 Tile	\$ 34.04	Platinum	Severe
303/601	Endhara II	02591	EB	ER3 Tile RS	\$ 35.16	Platinum	Severe
303/601	Endhara II	02591	GS	Ethos Tile	\$ 31.57	Platinum	Severe
303/601	Endhara II	02591	CF	Flexaire Tile	\$ 32.69	Gold	Severe
303/601	Endhara II	02591	CR	Flexaire Tile RS	\$ 33.81	Gold	Severe
303/601	Ensemble	03672	EX	ER3 Tile	\$ 31.84	Platinum	Severe
303/601	Ensemble	03672	EB	ER3 Tile RS	\$ 32.96	Platinum	Severe
303/601	Ensemble	03672	GS	Ethos Tile	\$ 31.84	Platinum	Heavy
303/601	Ensemble	03672	CF	Flexaire Tile	\$ 32.96	Gold	Heavy
303/601	Ensemble	03672	CR	Flexaire Tile RS	\$ 34.08	Gold	Heavy
301/601	Ensemble	03672	M	Powerbond Cushion	\$ 28.23	Gold	Severe
301/601	Ensemble	03672	MR	Powerbond Cushion RS	\$ 29.35	Gold	Severe
301/601	Ensemble	03672	GN	Powerbond Ethos Cushion	\$ 29.96	Platinum	Heavy
301/601	Ensemble	03672	GR	Powerbond Ethos Cushion RS	\$ 31.08	Platinum	Heavy
303/601	Esparto	04119	EX	ER3 Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	EB	ER3 Tile RS	\$ 27.23	Platinum	Severe
303/601	Esparto	04119	GS	Ethos Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	CF	Flexaire Tile	\$ 27.23	Gold	Severe
303/601	Esparto	04119	CR	Flexaire Tile RS	\$ 28.35	Gold	Severe
301/601	Esparto	04119	M	Powerbond Cushion	\$ 23.84	Gold	Severe
301/601	Esparto	04119	MR	Powerbond Cushion RS	\$ 24.96	Gold	Severe
301/601	Esparto	04119	GN	Powerbond Ethos Cushion	\$ 25.57	Platinum	Severe
301/601	Esparto	04119	GR	Powerbond Ethos Cushion RS	\$ 26.69	Platinum	Severe
303/601	Expedition	05187	EX	ER3 Tile	\$ 27.20	Platinum	Severe
303/601	Expedition	05187	EB	ER3 Tile RS	\$ 28.32	Platinum	Severe

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303/601	Expedition	05187	GS	Ethos Tile	\$ 27.20	Platinum	Heavy
303/601	Expedition	05187	CF	Flexaire Tile	\$ 28.32	Gold	Heavy
303/601	Expedition	05187	CR	Flexaire Tile RS	\$ 29.44	Gold	Heavy
301/601	Expedition	05187	M	Powerbond Cushion	\$ 25.34	Gold	Severe
301/601	Expedition	05187	MR	Powerbond Cushion RS	\$ 26.46	Gold	Severe
301/601	Expedition	05187	GN	Powerbond Ethos Cushion	\$ 27.07	Platinum	Heavy
301/601	Expedition	05187	GR	Powerbond Ethos Cushion RS	\$ 28.19	Platinum	Heavy
303/601	Explorer	05175	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Explorer	05175	EB	ER3 Tile RS	\$ 26.53	Platinum	Severe
303/601	Explorer	05175	GS	Ethos Tile	\$ 22.42	Platinum	Heavy
303/601	Explorer	05175	CF	Flexaire Tile	\$ 23.66	Gold	***
303/601	Explorer	05175	CR	Flexaire Tile RS	\$ 24.78	Gold	***
301/601	Explorer	05175	M	Powerbond Cushion	\$ 19.90	Gold	Severe
301/601	Explorer	05175	MR	Powerbond Cushion RS	\$ 21.02	Gold	Severe
301/601	Explorer	05175	GN	Powerbond Ethos Cushion	\$ 20.86	Platinum	Severe
301/601	Explorer	05175	GR	Powerbond Ethos Cushion RS	\$ 21.98	Platinum	Severe
303/601	Factory Floor II	03746	EX	ER3 Tile	\$ 22.89	Platinum	Heavy
303/601	Factory Floor II	03746	EB	ER3 Tile RS	\$ 24.01	Platinum	Heavy
303/601	Factory Floor II	03746	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Factory Floor II	03746	CF	Flexaire Tile	\$ 23.31	Gold	Severe
303/601	Factory Floor II	03746	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
303/601	Field Day	03377	EX	ER3 Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	EB	ER3 Tile RS	\$ 22.55	Platinum	Heavy
303/601	Field Day	03377	GS	Ethos Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	CF	Flexaire Tile	\$ 22.55	Gold	Severe
303/601	Field Day	03377	CR	Flexaire Tile RS	\$ 23.67	Gold	Severe
301/601	Field Day	03377	M	Powerbond Cushion	\$ 19.70	Gold	Severe
301/601	Field Day	03377	MR	Powerbond Cushion RS	\$ 20.82	Gold	Severe
301/601	Field Day	03377	GN	Powerbond Ethos Cushion	\$ 21.44	Platinum	Heavy
301/601	Field Day	03377	GR	Powerbond Ethos Cushion RS	\$ 22.56	Platinum	Heavy
303/601	Forward Motion	03853	EX	ER3 Tile	\$ 20.74	Platinum	Heavy
303/601	Forward Motion	03853	EB	ER3 Tile RS	\$ 21.86	Platinum	Heavy
303/601	Forward Motion	03853	GS	Ethos Tile	\$ 20.74	Platinum	Severe
303/601	Forward Motion	03853	CF	Flexaire Tile	\$ 21.86	Gold	Severe
303/601	Forward Motion	03853	CR	Flexaire Tile RS	\$ 22.98	Gold	Severe
301/601	Forward Motion	03853	M	Powerbond Cushion	\$ 19.09	Gold	Severe
301/601	Forward Motion	03853	MR	Powerbond Cushion RS	\$ 20.21	Gold	Severe
301/601	Forward Motion	03853	GN	Powerbond Ethos Cushion	\$ 20.82	Platinum	Heavy
301/601	Forward Motion	03853	GR	Powerbond Ethos Cushion RS	\$ 21.94	Platinum	Heavy
303/601	Garrison	04389	EX	ER3 Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	EB	ER3 Tile RS	\$ 25.04	Platinum	Heavy
303/601	Garrison	04389	GS	Ethos Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	CF	Flexaire Tile	\$ 25.04	Gold	Heavy
303/601	Garrison	04389	CR	Flexaire Tile RS	\$ 26.16	Gold	Heavy
301/601	Garrison	04389	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Garrison	04389	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Garrison	04389	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Heavy
301/601	Garrison	04389	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Heavy
303/601	Glacial Striae	04370	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Glacial Striae	04370	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Glacial Striae	04370	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Gram Forte	03848	EX	ER3 Tile	\$ 28.28	Platinum	Severe
303/601	Gram Forte	03848	EB	ER3 Tile RS	\$ 29.40	Platinum	Severe
303/601	Gram Forte	03848	GS	Ethos Tile	\$ 28.28	Platinum	Severe
303/601	Gram Forte	03848	CF	Flexaire Tile	\$ 29.40	Gold	Severe
303/601	Gram Forte	03848	CR	Flexaire Tile RS	\$ 30.52	Gold	Severe
303/601	Grid Overlay II	02969	EX	ER3 Tile	\$ 24.20	Platinum	Severe
303/601	Grid Overlay II	02969	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Grid Overlay II	02969	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Grid Overlay II	02969	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Grid Overlay II	02969	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe

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301/601	Grid Overlay II	02969	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Grid Overlay II	02969	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Grid Overlay II	02969	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Severe
301/601	Grid Overlay II	02969	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Severe
303/601	Haiku II	02127	EX	ER3 Tile	\$ 26.20	Platinum	Severe
303/601	Haiku II	02127	EB	ER3 Tile RS	\$ 27.32	Platinum	Severe
303/601	Haiku II	02127	GS	Ethos Tile	\$ 26.20	Platinum	Heavy
303/601	Haiku II	02127	CF	Flexaire Tile	\$ 27.32	Gold	Heavy
303/601	Haiku II	02127	CR	Flexaire Tile RS	\$ 28.44	Gold	Heavy
303/601	Halftone	04313	EX	ER3 Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	EB	ER3 Tile RS	\$ 28.36	Platinum	Severe
303/601	Halftone	04313	GS	Ethos Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	CF	Flexaire Tile	\$ 28.36	Gold	Severe
303/601	Halftone	04313	CR	Flexaire Tile RS	\$ 29.48	Gold	Severe
301/601	Halftone	04313	M	Powerbond Cushion	\$ 24.61	Gold	Severe
301/601	Halftone	04313	MR	Powerbond Cushion RS	\$ 25.73	Gold	Severe
301/601	Halftone	04313	GN	Powerbond Ethos Cushion	\$ 26.34	Platinum	Severe
301/601	Halftone	04313	GR	Powerbond Ethos Cushion RS	\$ 27.46	Platinum	Severe
303/601	Haphazard II	03366	EX	ER3 Tile	\$ 26.22	Platinum	Severe
303/601	Haphazard II	03366	EB	ER3 Tile RS	\$ 27.34	Platinum	Severe
303/601	Haphazard II	03366	GS	Ethos Tile	\$ 23.20	Platinum	***
303/601	Haphazard II	03366	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Haphazard II	03366	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Haphazard II	03366	M	Powerbond Cushion	\$ 22.08	Gold	Severe
301/601	Haphazard II	03366	MR	Powerbond Cushion RS	\$ 23.20	Gold	Severe
301/601	Haphazard II	03366	GN	Powerbond Ethos Cushion	\$ 23.81	Platinum	Severe
301/601	Haphazard II	03366	GR	Powerbond Ethos Cushion RS	\$ 24.93	Platinum	Severe
303/601	Haywire	04364	EX	ER3 Tile	\$ 27.79	Platinum	Severe
303/601	Haywire	04364	EB	ER3 Tile RS	\$ 28.91	Platinum	Severe
303/601	Haywire	04364	GS	Ethos Tile	\$ 26.67	Platinum	Severe
303/601	Haywire	04364	CF	Flexaire Tile	\$ 28.91	Gold	Severe
303/601	Haywire	04364	CR	Flexaire Tile RS	\$ 30.03	Gold	Severe
303/601	Helena	03867	EX	ER3 Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	EB	ER3 Tile RS	\$ 30.17	Platinum	Severe
303/601	Helena	03867	GS	Ethos Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	CF	Flexaire Tile	\$ 30.17	Gold	Severe
303/601	Helena	03867	CR	Flexaire Tile RS	\$ 31.29	Gold	Severe
301/601	Helena	03867	M	Powerbond Cushion	\$ 25.75	Gold	Severe
301/601	Helena	03867	MR	Powerbond Cushion RS	\$ 26.87	Gold	Severe
301/601	Helena	03867	GN	Powerbond Ethos Cushion	\$ 27.49	Platinum	Severe
301/601	Helena	03867	GR	Powerbond Ethos Cushion RS	\$ 28.61	Platinum	Severe
303/601	Infinity	05849	EX	ER3 Tile	\$ 24.94	Platinum	Severe
303/601	Infinity	05849	EB	ER3 Tile RS	\$ 26.06	Platinum	Severe
303/601	Infinity	05849	GS	Ethos Tile	\$ 24.94	Platinum	Heavy
303/601	Infinity	05849	CF	Flexaire Tile	\$ 26.06	Gold	Severe
303/601	Infinity	05849	CR	Flexaire Tile RS	\$ 27.18	Gold	Severe
301/601	Infinity	05849	M	Powerbond Cushion	\$ 21.86	Gold	Severe
301/601	Infinity	05849	MR	Powerbond Cushion RS	\$ 21.86	Gold	Severe
301/601	Infinity	05849	GN	Powerbond Ethos Cushion	\$ 24.72	Platinum	Severe
301/601	Infinity	05849	GR	Powerbond Ethos Cushion RS	\$ 24.72	Platinum	Severe
303/601	Inline	04122	EX	ER3 Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	EB	ER3 Tile RS	\$ 19.68	Platinum	Severe
303/601	Inline	04122	GS	Ethos Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	CF	Flexaire Tile	\$ 19.68	Gold	Severe
303/601	Inline	04122	CR	Flexaire Tile RS	\$ 20.80	Gold	Severe
303/601	Interchange	04051	EX	ER3 Tile	\$ 18.04	Platinum	Severe
303/601	Interchange	04051	EB	ER3 Tile RS	\$ 19.16	Platinum	Severe
303/601	Interchange	04051	GS	Ethos Tile	\$ 18.04	Platinum	Heavy
303/601	Interchange	04051	CF	Flexaire Tile	\$ 19.16	Gold	Severe
303/601	Interchange	04051	CR	Flexaire Tile RS	\$ 20.28	Gold	Severe
303/601	Intersection	01880	EX	ER3 Tile	\$ 28.46	Platinum	Severe
303/601	Intersection	01880	EB	ER3 Tile RS	\$ 29.58	Platinum	Severe
303/601	Intersection	01880	GS	Ethos Tile	\$ 25.86	Platinum	***

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303/601	Intersection	01880	CF	Flexaire Tile	\$ 26.98	Gold	Severe
303/601	Intersection	01880	CR	Flexaire Tile RS	\$ 28.10	Gold	Severe
301/601	Intersection	01880	M	Powerbond Cushion	\$ 25.02	Gold	Severe
301/601	Intersection	01880	MR	Powerbond Cushion RS	\$ 26.14	Gold	Severe
301/601	Intersection	01880	GN	Powerbond Ethos Cushion	\$ 26.76	Platinum	Heavy
303/601	Jackson	04334	EX	ER3 Tile	\$ 25.39	Platinum	Heavy
303/601	Jackson	04334	EB	ER3 Tile RS	\$ 26.51	Platinum	Heavy
303/601	Jackson	04334	GS	Ethos Tile	\$ 25.39	Platinum	Severe
303/601	Jackson	04334	CF	Flexaire Tile	\$ 26.51	Gold	Heavy
303/601	Jackson	04334	CR	Flexaire Tile RS	\$ 27.63	Gold	Heavy
301/601	Jackson	04334	M	Powerbond Cushion	\$ 22.84	Gold	Severe
301/601	Jackson	04334	MR	Powerbond Cushion RS	\$ 23.96	Gold	Severe
301/601	Jackson	04334	GN	Powerbond Ethos Cushion	\$ 24.57	Platinum	Heavy
301/601	Jackson	04334	GR	Powerbond Ethos Cushion RS	\$ 25.69	Platinum	Heavy
303/601	Jasper	04078	EX	ER3 Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	EB	ER3 Tile RS	\$ 28.79	Platinum	Severe
303/601	Jasper	04078	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	CF	Flexaire Tile	\$ 28.79	Gold	Severe
303/601	Jasper	04078	CR	Flexaire Tile RS	\$ 29.91	Gold	Severe
301/601	Jasper	04078	M	Powerbond Cushion	\$ 25.16	Gold	Severe
301/601	Jasper	04078	MR	Powerbond Cushion RS	\$ 26.28	Gold	Severe
301/601	Jasper	04078	GN	Powerbond Ethos Cushion	\$ 26.89	Platinum	Severe
301/601	Jasper	04078	GR	Powerbond Ethos Cushion RS	\$ 28.01	Platinum	Severe
303/601	Landform Colours	04072	EX	ER3 Tile	\$ 25.72	Platinum	Heavy
303/601	Landform Colours	04072	EB	ER3 Tile RS	\$ 26.84	Platinum	Heavy
303/601	Landform Colours	04072	GS	Ethos Tile	\$ 25.72	Platinum	Severe
303/601	Landform Colours	04072	CF	Flexaire Tile	\$ 26.84	Gold	Severe
303/601	Landform Colours	04072	CR	Flexaire Tile RS	\$ 27.96	Gold	Severe
303/601	Landscape Colours	03223	EX	ER3 Tile	\$ 37.72	Platinum	Heavy
303/601	Landscape Colours	03223	EB	ER3 Tile RS	\$ 38.84	Platinum	Heavy
303/601	Landscape Colours	03223	CF	Flexaire Tile	\$ 38.84	Gold	Severe
303/601	Landscape Colours	03223	CR	Flexaire Tile RS	\$ 39.96	Gold	Severe
301/601	Landscape Colours	03223	M	Powerbond Cushion	\$ 35.20	Gold	Severe
301/601	Landscape Colours	03223	MR	Powerbond Cushion RS	\$ 36.32	Gold	Severe
301/601	Landscape Colours	03223	GN	Powerbond Ethos Cushion	\$ 36.94	Platinum	Severe
301/601	Landscape Colours	03223	GR	Powerbond Ethos Cushion RS	\$ 38.06	Platinum	Severe
303/601	Liana	04164	EX	ER3 Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	EB	ER3 Tile RS	\$ 29.12	Platinum	Severe
303/601	Liana	04164	GS	Ethos Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	CF	Flexaire Tile	\$ 29.12	Gold	Severe
303/601	Liana	04164	CR	Flexaire Tile RS	\$ 30.24	Gold	Severe
301/601	Liana	04164	M	Powerbond Cushion	\$ 25.56	Gold	Severe
301/601	Liana	04164	MR	Powerbond Cushion RS	\$ 26.68	Gold	Severe
301/601	Liana	04164	GN	Powerbond Ethos Cushion	\$ 27.30	Platinum	Severe
301/601	Liana	04164	GR	Powerbond Ethos Cushion RS	\$ 28.42	Platinum	Severe
303/601	Llano Firma II	02667	EX	ER3 Tile	\$ 60.26	Platinum	Heavy
303/601	Llano Firma II	02667	EB	ER3 Tile RS	\$ 61.38	Platinum	Heavy
303/601	Llano Firma II	02667	GS	Ethos Tile	\$ 58.02	Platinum	Severe
303/601	Llano Firma II	02667	CF	Flexaire Tile	\$ 59.14	Gold	Heavy
303/601	Llano Firma II	02667	CR	Flexaire Tile RS	\$ 60.26	Gold	Heavy
303/601	Locale II	03757	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Locale II	03757	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Locale II	03757	GS	Ethos Tile	\$ 28.74	Platinum	Severe
303/601	Locale II	03757	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Locale II	03757	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
301/601	Locale II	03757	M	Powerbond Cushion	\$ 27.11	Gold	Severe
301/601	Locale II	03757	MR	Powerbond Cushion RS	\$ 28.23	Gold	Severe
301/601	Locale II	03757	GN	Powerbond Ethos Cushion	\$ 28.84	Platinum	Severe
301/601	Locale II	03757	GR	Powerbond Ethos Cushion RS	\$ 28.84	Platinum	Severe
303/601	Longitude	04318	EX	ER3 Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	EB	ER3 Tile RS	\$ 23.31	Platinum	Heavy
303/601	Longitude	04318	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	CF	Flexaire Tile	\$ 23.31	Gold	Severe

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303/601	Longitude	04318	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
301/601	Longitude	04318	M	Powerbond Cushion	\$ 21.07	Gold	Heavy
301/601	Longitude	04318	MR	Powerbond Cushion RS	\$ 22.19	Gold	Heavy
301/601	Longitude	04318	GN	Powerbond Ethos Cushion	\$ 22.80	Platinum	Heavy
301/601	Longitude	04318	GR	Powerbond Ethos Cushion RS	\$ 23.92	Platinum	Heavy
303/601	Lumen	04087	GS	Ethos Tile	\$ 32.65	Platinum	Heavy
303/601	Manufactured Landscapes	03136	EX	ER3 Tile	\$ 37.11	Platinum	Severe
303/601	Manufactured Landscapes	03136	EB	ER3 Tile RS	\$ 38.23	Platinum	Severe
303/601	Manufactured Landscapes	03136	CF	Flexaire Tile	\$ 38.23	Gold	Severe
303/601	Manufactured Landscapes	03136	CR	Flexaire Tile RS	\$ 39.35	Gold	Severe
301/601	Manufactured Landscapes	03136	M	Powerbond Cushion	\$ 34.68	Gold	Severe
301/601	Manufactured Landscapes	03136	MR	Powerbond Cushion RS	\$ 35.80	Gold	Severe
301/601	Manufactured Landscapes	03136	GN	Powerbond Ethos Cushion	\$ 36.41	Platinum	Severe
301/601	Manufactured Landscapes	03136	GR	Powerbond Ethos Cushion RS	\$ 37.53	Platinum	Severe
303/601	Merge	03550	EX	ER3 Tile	\$ 18.82	Platinum	Severe
303/601	Merge	03550	EB	ER3 Tile RS	\$ 20.49	Platinum	Severe
303/601	Merge	03550	GS	Ethos Tile	\$ 18.82	Platinum	Heavy
303/601	Merge	03550	CF	Flexaire Tile	\$ 20.49	Gold	Severe
303/601	Merge	03550	CR	Flexaire Tile RS	\$ 21.61	Gold	Severe
303/601	Meristem	03310	EX	ER3 Tile	\$ 26.65	Platinum	Heavy
303/601	Meristem	03310	EB	ER3 Tile RS	\$ 27.77	Platinum	Heavy
303/601	Meristem	03310	GS	Ethos Tile	\$ 27.77	Platinum	Severe
303/601	Meristem	03310	CF	Flexaire Tile	\$ 27.77	Gold	Severe
303/601	Meristem	03310	CR	Flexaire Tile RS	\$ 28.89	Gold	Severe
301/601	Meristem	03310	M	Powerbond Cushion	\$ 24.43	Gold	Heavy
301/601	Meristem	03310	MR	Powerbond Cushion RS	\$ 25.55	Gold	Heavy
301/601	Meristem	03310	GN	Powerbond Ethos Cushion	\$ 27.28	Platinum	Heavy
301/601	Meristem	03310	GR	Powerbond Ethos Cushion RS	\$ 28.40	Platinum	Heavy
303/601	Monologue	03671	EX	ER3 Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	EB	ER3 Tile RS	\$ 29.58	Platinum	Heavy
303/601	Monologue	03671	GS	Ethos Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	CF	Flexaire Tile	\$ 29.58	Gold	Heavy
303/601	Monologue	03671	CR	Flexaire Tile RS	\$ 30.70	Gold	Heavy
301/601	Monologue	03671	M	Powerbond Cushion	\$ 25.06	Gold	Severe
301/601	Monologue	03671	MR	Powerbond Cushion RS	\$ 26.18	Gold	Severe
301/601	Monologue	03671	GN	Powerbond Ethos Cushion	\$ 26.79	Platinum	Heavy
301/601	Monologue	03671	GR	Powerbond Ethos Cushion RS	\$ 27.91	Platinum	Heavy
303/601	Monumento	03588	EX	ER3 Tile	\$ 28.74	Platinum	Heavy
303/601	Monumento	03588	EB	ER3 Tile RS	\$ 29.86	Platinum	Heavy
303/601	Monumento	03588	GS	Ethos Tile	\$ 28.36	Platinum	Heavy
303/601	Monumento	03588	CF	Flexaire Tile	\$ 29.86	Gold	Severe
303/601	Monumento	03588	CR	Flexaire Tile RS	\$ 30.98	Gold	Severe
301/601	Monumento	03588	M	Powerbond Cushion	\$ 25.54	Gold	Severe
301/601	Monumento	03588	MR	Powerbond Cushion RS	\$ 26.66	Gold	Severe
301/601	Monumento	03588	GN	Powerbond Ethos Cushion	\$ 26.15	Platinum	Heavy
301/601	Monumento	03588	GR	Powerbond Ethos Cushion RS	\$ 26.68	Platinum	Heavy
303/601	Nonconform II	03748	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	Nonconform II	03748	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	Nonconform II	03748	GS	Ethos Tile	\$ 25.31	Platinum	Heavy
301/601	Nonconform II	03748	M	Powerbond Cushion	\$ 23.57	Gold	Heavy
301/601	Nonconform II	03748	MR	Powerbond Cushion RS	\$ 24.69	Gold	Heavy
301/601	Nonconform II	03748	GN	Powerbond Ethos Cushion	\$ 25.30	Platinum	Heavy
301/601	Nonconform II	03748	GR	Powerbond Ethos Cushion RS	\$ 26.42	Platinum	Heavy
303/601	Nonconform II	03748	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	Nonconform II	03748	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
303/601	Overlay Accent	02977	EX	ER3 Tile	\$ 24.14	Platinum	Heavy
303/601	Overlay Accent	02977	EB	ER3 Tile RS	\$ 25.26	Platinum	Heavy
303/601	Overlay Accent	02977	GS	Ethos Tile	\$ 23.79	Platinum	Heavy
303/601	Overlay Accent	02977	CF	Flexaire Tile	\$ 25.26	Gold	Severe
303/601	Overlay Accent	02977	CR	Flexaire Tile RS	\$ 26.38	Gold	Severe
303/601	Paradigm	04316	EX	ER3 Tile	\$ 23.20	Platinum	Heavy
303/601	Paradigm	04316	EB	ER3 Tile RS	\$ 24.32	Platinum	Heavy
303/601	Paradigm	04316	GS	Ethos Tile	\$ 23.20	Platinum	Heavy

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303/601	Paradigm	04316	CF	Flexaire Tile	\$ 25.44	Gold	Severe
303/601	Paradigm	04316	CR	Flexaire Tile RS	\$ 26.56	Gold	Severe
301/601	Paradigm	04316	M	Powerbond Cushion	\$ 22.08	Gold	Heavy
301/601	Paradigm	04316	MR	Powerbond Cushion RS	\$ 23.20	Gold	Heavy
301/601	Paradigm	04316	GN	Powerbond Ethos Cushion	\$ 23.31	Platinum	Severe
301/601	Paradigm	04316	GR	Powerbond Ethos Cushion RS	\$ 24.43	Platinum	Severe
303/601	Passport	03352	EX	ER3 Tile	\$ 23.24	Platinum	Severe
303/601	Passport	03352	EB	ER3 Tile RS	\$ 24.36	Platinum	Severe
303/601	Passport	03352	GS	Ethos Tile	\$ 21.56	Platinum	Heavy
303/601	Passport	03352	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Passport	03352	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
303/601	Pietra	03101	EX	ER3 Tile	\$ 30.69	Platinum	Severe
303/601	Pietra	03101	EB	ER3 Tile RS	\$ 31.81	Platinum	Severe
303/601	Pietra	03101	GS	Ethos Tile	\$ 30.69	Platinum	Heavy
303/601	Pietra	03101	CF	Flexaire Tile	\$ 31.81	Gold	Severe
303/601	Pietra	03101	CR	Flexaire Tile RS	\$ 32.93	Gold	Severe
303/601	Pirouette	03669	EX	ER3 Tile	\$ 30.03	Platinum	Severe
303/601	Pirouette	03669	EB	ER3 Tile RS	\$ 31.15	Platinum	Severe
303/601	Pirouette	03669	GS	Ethos Tile	\$ 30.03	Platinum	Heavy
303/601	Pirouette	03669	CF	Flexaire Tile	\$ 31.15	Gold	Severe
303/601	Pirouette	03669	CR	Flexaire Tile RS	\$ 32.27	Gold	Severe
301/601	Pirouette	03669	M	Powerbond Cushion	\$ 27.28	Gold	Severe
301/601	Pirouette	03669	MR	Powerbond Cushion RS	\$ 28.40	Gold	Severe
301/601	Pirouette	03669	GN	Powerbond Ethos Cushion	\$ 29.02	Platinum	Heavy
301/601	Pirouette	03669	GR	Powerbond Ethos Cushion RS	\$ 30.14	Platinum	Heavy
303/601	Plexus Accents II	05112	EX	ER3 Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	EB	ER3 Tile RS	\$ 39.53	Platinum	***
303/601	Plexus Accents II	05112	GS	Ethos Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	CF	Flexaire Tile	\$ 39.53	Gold	***
303/601	Plexus Accents II	05112	CR	Flexaire Tile RS	\$ 40.65	Gold	***
303/601	Plexus Colour IV	02875	EX	ER3 Tile	\$ 27.36	Platinum	Severe
303/601	Plexus Colour IV	02875	EB	ER3 Tile RS	\$ 28.48	Platinum	Severe
303/601	Plexus Colour IV	02875	GS	Ethos Tile	\$ 26.62	Platinum	Severe
303/601	Plexus Colour IV	02875	CF	Flexaire Tile	\$ 27.91	Gold	Severe
303/601	Plexus Colour IV	02875	CR	Flexaire Tile RS	\$ 29.03	Gold	Severe
301/601	Plexus Colour IV	02875	M	Powerbond Cushion	\$ 23.60	Gold	Severe
301/601	Plexus Colour IV	02875	MR	Powerbond Cushion RS	\$ 24.72	Gold	Severe
301/601	Plexus Colour IV	02875	GN	Powerbond Ethos Cushion	\$ 25.75	Platinum	Severe
301/601	Plexus Colour IV	02875	GR	Powerbond Ethos Cushion RS	\$ 26.87	Platinum	Severe
301/601	Poise	03670	M	Powerbond Cushion	\$ 24.83	Gold	Severe
301/601	Poise	03670	MR	Powerbond Cushion RS	\$ 25.95	Gold	Severe
301/601	Poise	03670	GN	Powerbond Ethos Cushion	\$ 26.57	Platinum	Severe
301/601	Poise	03670	GR	Powerbond Ethos Cushion RS	\$ 27.69	Platinum	Severe
303/601	Prism	03713	EX	ER3 Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	EB	ER3 Tile RS	\$ 29.63	Platinum	Heavy
303/601	Prism	03713	GS	Ethos Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	CF	Flexaire Tile	\$ 29.63	Gold	Heavy
303/601	Prism	03713	CR	Flexaire Tile RS	\$ 30.75	Gold	Heavy
301/601	Prism	03713	M	Powerbond Cushion	\$ 26.53	Gold	Heavy
301/601	Prism	03713	MR	Powerbond Cushion RS	\$ 27.65	Gold	Heavy
301/601	Prism	03713	GN	Powerbond Ethos Cushion	\$ 28.27	Platinum	Heavy
301/601	Prism	03713	GR	Powerbond Ethos Cushion RS	\$ 29.39	Platinum	Heavy
303/601	Punctuate	04251	EX	ER3 Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Punctuate	04251	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Punctuate	04251	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Punctuate	04251	M	Powerbond Cushion	\$ 23.08	Gold	Severe
301/601	Punctuate	04251	MR	Powerbond Cushion RS	\$ 24.20	Gold	Severe
301/601	Punctuate	04251	GN	Powerbond Ethos Cushion	\$ 24.82	Platinum	Heavy
301/601	Punctuate	04251	GR	Powerbond Ethos Cushion RS	\$ 25.94	Platinum	Heavy
303/601	Radiant	04085	GS	Ethos Tile	\$ 32.28	Platinum	Severe
303/601	Ratio	03589	EX	ER3 Tile	\$ 29.87	Platinum	Heavy

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303/601	Ratio	03589	EB	ER3 Tile RS	\$ 30.99	Platinum	Heavy
303/601	Ratio	03589	GS	Ethos Tile	\$ 29.09	Platinum	Severe
303/601	Ratio	03589	CF	Flexaire Tile	\$ 30.60	Gold	Heavy
303/601	Ratio	03589	CR	Flexaire Tile RS	\$ 31.72	Gold	Heavy
301/601	Ratio	03589	M	Powerbond Cushion	\$ 22.74	Gold	Heavy
301/601	Ratio	03589	MR	Powerbond Cushion RS	\$ 24.50	Gold	Heavy
301/601	Ratio	03589	GN	Powerbond Ethos Cushion	\$ 24.60	Platinum	Heavy
301/601	Ratio	03589	GR	Powerbond Ethos Cushion RS	\$ 25.72	Platinum	Heavy
301/601	River's Edge	03936	M	Powerbond Cushion	\$ 25.63	Gold	Severe
301/601	River's Edge	03936	MR	Powerbond Cushion RS	\$ 26.75	Gold	Severe
301/601	River's Edge	03936	GN	Powerbond Ethos Cushion	\$ 27.36	Platinum	Severe
301/601	River's Edge	03936	GR	Powerbond Ethos Cushion RS	\$ 28.48	Platinum	Severe
303/601	Rock Solid	04321	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Rock Solid	04321	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rock Solid	04321	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Rousette	04121	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Rousette	04121	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Rousette	04121	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rousette	04121	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rousette	04121	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Runaway II	03164	EX	ER3 Tile	\$ 24.87	Platinum	Severe
303/601	Runaway II	03164	EB	ER3 Tile RS	\$ 25.99	Platinum	Severe
303/601	Runaway II	03164	GS	Ethos Tile	\$ 25.99	Platinum	Heavy
303/601	Runaway II	03164	CF	Flexaire Tile	\$ 27.11	Gold	Severe
303/601	Runaway II	03164	CR	Flexaire Tile RS	\$ 28.23	Gold	Severe
301/601	Runaway II	03164	M	Powerbond Cushion	\$ 23.06	Gold	Severe
301/601	Runaway II	03164	MR	Powerbond Cushion RS	\$ 24.18	Gold	Severe
301/601	Runaway II	03164	GN	Powerbond Ethos Cushion	\$ 24.80	Platinum	Severe
301/601	Runaway II	03164	GR	Powerbond Ethos Cushion RS	\$ 25.92	Platinum	Severe
303/601	Sail Away	01433	EX	ER3 Tile	\$ 19.64	Platinum	Severe
303/601	Sail Away	01433	EB	ER3 Tile RS	\$ 20.61	Platinum	Severe
303/601	Sail Away	01433	GS	Ethos Tile	\$ 23.77	Platinum	Heavy
303/601	Sail Away	01433	CF	Flexaire Tile	\$ 25.11	Gold	Heavy
303/601	Sail Away	01433	CR	Flexaire Tile RS	\$ 26.23	Gold	Heavy
301/601	Sail Away	01433	M	Powerbond Cushion	\$ 19.60	Gold	Severe
301/601	Sail Away	01433	MR	Powerbond Cushion RS	\$ 20.72	Gold	Severe
301/601	Sail Away	01433	GN	Powerbond Ethos Cushion	\$ 21.34	Platinum	Heavy
301/601	Sail Away	01433	GR	Powerbond Ethos Cushion RS	\$ 22.46	Platinum	Heavy
303/601	Savoya	03989	EX	ER3 Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	EB	ER3 Tile RS	\$ 31.05	Platinum	Heavy
303/601	Savoya	03989	GS	Ethos Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	CF	Flexaire Tile	\$ 31.05	Gold	Heavy
303/601	Savoya	03989	CR	Flexaire Tile RS	\$ 32.17	Gold	Heavy
301/601	Savoya	03989	M	Powerbond Cushion	\$ 26.62	Gold	Heavy
301/601	Savoya	03989	MR	Powerbond Cushion RS	\$ 27.74	Gold	Heavy
301/601	Savoya	03989	GN	Powerbond Ethos Cushion	\$ 28.36	Platinum	Heavy
301/601	Savoya	03989	GR	Powerbond Ethos Cushion RS	\$ 29.48	Platinum	Heavy
303/601	Screentone	04338	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Screentone	04338	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Screentone	04338	CR	Flexaire Tile RS	\$ 28.88	Gold	Severe
301/601	Screentone	04338	M	Powerbond Cushion	\$ 23.96	Gold	Heavy
301/601	Screentone	04338	MR	Powerbond Cushion RS	\$ 25.08	Gold	Heavy
301/601	Screentone	04338	GN	Powerbond Ethos Cushion	\$ 25.69	Platinum	Heavy
301/601	Screentone	04338	GR	Powerbond Ethos Cushion RS	\$ 26.81	Platinum	Heavy
303/601	Screentone Stripe	04337	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Screentone Stripe	04337	GS	Ethos Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	CF	Flexaire Tile	\$ 28.58	Gold	Heavy
303/601	Screentone Stripe	04337	CR	Flexaire Tile RS	\$ 29.70	Gold	Heavy

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301/601	Screenstone Stripe	04337	M	Powerbond Cushion	\$ 25.18	Gold	Severe
301/601	Screenstone Stripe	04337	MR	Powerbond Cushion RS	\$ 26.30	Gold	Severe
301/601	Screenstone Stripe	04337	GN	Powerbond Ethos Cushion	\$ 26.92	Platinum	Heavy
301/601	Screenstone Stripe	04337	GR	Powerbond Ethos Cushion RS	\$ 28.04	Platinum	Heavy
303/601	Sentinel II	02409	EX	ER3 Tile	\$ 24.93	Platinum	Severe
303/601	Sentinel II	02409	EB	ER3 Tile RS	\$ 26.05	Platinum	Severe
303/601	Sentinel II	02409	GS	Ethos Tile	\$ 24.22	Platinum	Severe
303/601	Sentinel II	02409	CF	Flexaire Tile	\$ 25.34	Gold	Severe
303/601	Sentinel II	02409	CR	Flexaire Tile RS	\$ 26.46	Gold	Severe
301/601	Sentinel II	02409	M	Powerbond Cushion	\$ 22.20	Gold	Severe
301/601	Sentinel II	02409	MR	Powerbond Cushion RS	\$ 23.32	Gold	Severe
301/601	Sentinel II	02409	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	Sentinel II	02409	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Sentry	04390	EX	ER3 Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	EB	ER3 Tile RS	\$ 23.60	Platinum	Heavy
303/601	Sentry	04390	GS	Ethos Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	CF	Flexaire Tile	\$ 23.60	Gold	Heavy
303/601	Sentry	04390	CR	Flexaire Tile RS	\$ 24.72	Gold	Heavy
301/601	Sentry	04390	M	Powerbond Cushion	\$ 20.46	Gold	Heavy
301/601	Sentry	04390	MR	Powerbond Cushion RS	\$ 21.58	Gold	Heavy
301/601	Sentry	04390	GN	Powerbond Ethos Cushion	\$ 22.20	Platinum	Heavy
301/601	Sentry	04390	GR	Powerbond Ethos Cushion RS	\$ 23.32	Platinum	Heavy
301/601	South Branch	03934	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	South Branch	03934	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	South Branch	03934	GN	Powerbond Ethos Cushion	\$ 30.03	Platinum	Severe
301/601	South Branch	03934	GR	Powerbond Ethos Cushion RS	\$ 32.27	Platinum	Severe
303/601	Spun	03656	EX	ER3 Tile	\$ 32.67	Platinum	Severe
303/601	Spun	03656	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	Spun	03656	GS	Ethos Tile	\$ 31.93	Platinum	Severe
303/601	Spun	03656	CF	Flexaire Tile	\$ 31.93	Gold	Severe
303/601	Spun	03656	CR	Flexaire Tile RS	\$ 31.93	Gold	Severe
301/601	Spun	03656	M	Powerbond Cushion	\$ 29.37	Gold	Severe
301/601	Spun	03656	MR	Powerbond Cushion RS	\$ 30.49	Gold	Severe
301/601	Spun	03656	GN	Powerbond Ethos Cushion	\$ 31.10	Platinum	Severe
301/601	Spun	03656	GR	Powerbond Ethos Cushion RS	\$ 32.22	Platinum	Severe
303/601	Stack 9	04332	EX	ER3 Tile	\$ 26.31	Platinum	Severe
303/601	Stack 9	04332	EB	ER3 Tile RS	\$ 27.43	Platinum	Severe
303/601	Stack 9	04332	GS	Ethos Tile	\$ 26.31	Platinum	Heavy
303/601	Stack 9	04332	CF	Flexaire Tile	\$ 32.22	Gold	Heavy
303/601	Stack 9	04332	CR	Flexaire Tile RS	\$ 32.22	Gold	Heavy
301/601	Stack 9	04332	M	Powerbond Cushion	\$ 24.06	Gold	Heavy
301/601	Stack 9	04332	MR	Powerbond Cushion RS	\$ 25.18	Gold	Heavy
301/601	Stack 9	04332	GN	Powerbond Ethos Cushion	\$ 26.32	Platinum	Heavy
301/601	Stack 9	04332	GR	Powerbond Ethos Cushion RS	\$ 27.44	Platinum	Heavy
303/601	Street Life	03973	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Street Life	03973	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Street Life	03973	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	String Theory	04415	EX	ER3 Tile	\$ 25.62	Platinum	Heavy
303/601	String Theory	04415	EB	ER3 Tile RS	\$ 26.74	Platinum	Heavy
303/601	String Theory	04415	GS	Ethos Tile	\$ 25.62	Platinum	Severe
303/601	String Theory	04415	CF	Flexaire Tile	\$ 26.74	Gold	Severe
303/601	String Theory	04415	CR	Flexaire Tile RS	\$ 27.86	Gold	Severe
301/601	String Theory	04415	M	Powerbond Cushion	\$ 23.13	Gold	Severe
301/601	String Theory	04415	MR	Powerbond Cushion RS	\$ 24.25	Gold	Severe
301/601	String Theory	04415	GN	Powerbond Ethos Cushion	\$ 24.87	Platinum	Heavy
301/601	String Theory	04415	GR	Powerbond Ethos Cushion RS	\$ 25.99	Platinum	Heavy
303/601	Tableau	03900	EX	ER3 Tile	\$ 30.60	Platinum	Heavy
303/601	Tableau	03900	EB	ER3 Tile RS	\$ 31.72	Platinum	Heavy
303/601	Tableau	03900	GS	Ethos Tile	\$ 30.60	Platinum	Severe
303/601	Tableau	03900	CF	Flexaire Tile	\$ 31.72	Gold	Severe
303/601	Tableau	03900	CR	Flexaire Tile RS	\$ 32.84	Gold	Severe

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301/601	Tableau	03900	M	Powerbond Cushion	\$ 27.31	Gold	Severe
301/601	Tableau	03900	MR	Powerbond Cushion RS	\$ 28.43	Gold	Severe
301/601	Tableau	03900	GN	Powerbond Ethos Cushion	\$ 29.04	Platinum	Severe
301/601	Tableau	03900	GR	Powerbond Ethos Cushion RS	\$ 30.16	Platinum	Severe
303/601	Tanka II	02499	EX	ER3 Tile	\$ 26.87	Platinum	Severe
303/601	Tanka II	02499	EB	ER3 Tile RS	\$ 27.99	Platinum	Severe
303/601	Tanka II	02499	GS	Ethos Tile	\$ 26.87	Platinum	Heavy
303/601	Tanka II	02499	CF	Flexaire Tile	\$ 27.99	Gold	Severe
303/601	Tanka II	02499	CR	Flexaire Tile RS	\$ 29.11	Gold	Severe
303/601	Tenera	04120	EX	ER3 Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	EB	ER3 Tile RS	\$ 26.43	Platinum	Severe
303/601	Tenera	04120	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	CF	Flexaire Tile	\$ 26.43	Gold	Severe
303/601	Tenera	04120	CR	Flexaire Tile RS	\$ 27.55	Gold	Severe
301/601	Tenera	04120	M	Powerbond Cushion	\$ 23.15	Gold	Severe
301/601	Tenera	04120	MR	Powerbond Cushion RS	\$ 24.27	Gold	Severe
301/601	Tenera	04120	GN	Powerbond Ethos Cushion	\$ 24.89	Platinum	Severe
301/601	Tenera	04120	GR	Powerbond Ethos Cushion RS	\$ 26.01	Platinum	Severe
303/601	Thoroughfare	04042	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Thoroughfare	04042	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Thoroughfare	04042	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Top Shelf	03606	EX	ER3 Tile	\$ 25.13	Platinum	Heavy
303/601	Top Shelf	03606	EB	ER3 Tile RS	\$ 26.25	Platinum	Heavy
303/601	Top Shelf	03606	GS	Ethos Tile	\$ 22.64	Platinum	Heavy
303/601	Top Shelf	03606	CF	Flexaire Tile	\$ 23.76	Gold	Severe
303/601	Top Shelf	03606	CR	Flexaire Tile RS	\$ 24.88	Gold	Severe
303/601	Topia	04165	EX	ER3 Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	EB	ER3 Tile RS	\$ 30.13	Platinum	Severe
303/601	Topia	04165	GS	Ethos Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	CF	Flexaire Tile	\$ 29.65	Gold	Severe
303/601	Topia	04165	CR	Flexaire Tile RS	\$ 30.77	Gold	Severe
301/601	Topia	04165	M	Powerbond Cushion	\$ 26.49	Gold	Severe
301/601	Topia	04165	MR	Powerbond Cushion RS	\$ 27.61	Gold	Severe
301/601	Topia	04165	GN	Powerbond Ethos Cushion	\$ 28.23	Platinum	Severe
301/601	Topia	04165	GR	Powerbond Ethos Cushion RS	\$ 29.35	Platinum	Severe
303/601	Trajectory	03913	EX	ER3 Tile	\$ 27.00	Platinum	Severe
303/601	Trajectory	03913	EB	ER3 Tile RS	\$ 28.12	Platinum	Severe
303/601	Trajectory	03913	GS	Ethos Tile	\$ 26.79	Platinum	Heavy
303/601	Trajectory	03913	CF	Flexaire Tile	\$ 27.91	Gold	Heavy
303/601	Trajectory	03913	CR	Flexaire Tile RS	\$ 28.83	Gold	Heavy
301/601	Trajectory	03913	M	Powerbond Cushion	\$ 24.20	Gold	Severe
301/601	Trajectory	03913	MR	Powerbond Cushion RS	\$ 25.32	Gold	Severe
301/601	Trajectory	03913	GN	Powerbond Ethos Cushion	\$ 25.94	Platinum	Severe
301/601	Trajectory	03913	GR	Powerbond Ethos Cushion RS	\$ 27.06	Platinum	Severe
303/601	Transfer	04339	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Transfer	04339	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Transfer	04339	CR	Flexaire Tile RS	\$ 28.88	Gold	
301/601	Tributary	03937	M	Powerbond Cushion	\$ 27.43	Gold	Severe
301/601	Tributary	03937	MR	Powerbond Cushion RS	\$ 28.55	Gold	Severe
301/601	Tributary	03937	GN	Powerbond Ethos Cushion	\$ 29.59	Platinum	Severe
301/601	Tributary	03937	GR	Powerbond Ethos Cushion RS	\$ 30.71	Platinum	Severe
303/601	Triptych	04331	EX	ER3 Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	EB	ER3 Tile RS	\$ 27.07	Platinum	Heavy
303/601	Triptych	04331	GS	Ethos Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	CF	Flexaire Tile	\$ 27.07	Gold	Heavy
303/601	Triptych	04331	CR	Flexaire Tile RS	\$ 28.19	Gold	Heavy
301/601	Triptych	04331	M	Powerbond Cushion	\$ 23.42	Gold	Heavy
301/601	Triptych	04331	MR	Powerbond Cushion RS	\$ 24.54	Gold	Heavy
301/601	Triptych	04331	GN	Powerbond Ethos Cushion	\$ 25.16	Platinum	Heavy

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	Triptych	04331	GR	Powerbond Ethos Cushion RS	\$ 26.28	Platinum	Heavy
303/601	Uproar	04073	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Uproar	04073	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Uproar	04073	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Uproar	04073	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Uproar	04073	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Uproar	04073	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Uproar	04073	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	Ventana	03990	EX	ER3 Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	EB	ER3 Tile RS	\$ 31.55	Platinum	Heavy
303/601	Ventana	03990	GS	Ethos Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	CF	Flexaire Tile	\$ 31.55	Gold	Heavy
303/601	Ventana	03990	CR	Flexaire Tile RS	\$ 32.67	Gold	Heavy
301/601	Ventana	03990	M	Powerbond Cushion	\$ 26.58	Gold	Heavy
301/601	Ventana	03990	MR	Powerbond Cushion RS	\$ 27.70	Gold	Heavy
301/601	Ventana	03990	GN	Powerbond Ethos Cushion	\$ 28.32	Platinum	Heavy
301/601	Ventana	03990	GR	Powerbond Ethos Cushion RS	\$ 29.44	Platinum	Heavy
303/601	Visa	03353	EX	ER3 Tile	\$ 21.92	Platinum	Severe
303/601	Visa	03353	EB	ER3 Tile RS	\$ 23.04	Platinum	Severe
303/601	Visa	03353	GS	Ethos Tile	\$ 21.64	Platinum	Heavy
303/601	Visa	03353	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Visa	03353	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
301/601	Wellspring	03935	M	Powerbond Cushion	\$ 28.61	Gold	Severe
301/601	Wellspring	03935	MR	Powerbond Cushion RS	\$ 29.73	Gold	Severe
301/601	Wellspring	03935	GN	Powerbond Ethos Cushion	\$ 30.34	Platinum	Severe
301/601	Wellspring	03935	GR	Powerbond Ethos Cushion RS	\$ 31.46	Platinum	Severe
303/601	Winwood	04090	EX	ER3 Tile	\$ 29.68	Platinum	Heavy
303/601	Winwood	04090	EB	ER3 Tile RS	\$ 30.80	Platinum	Heavy
303/601	Winwood	04090	GS	Ethos Tile	\$ 29.68	Platinum	Severe
303/601	Winwood	04090	CF	Flexaire Tile	\$ 30.80	Gold	Severe
303/601	Winwood	04090	CR	Flexaire Tile RS	\$ 31.92	Gold	Severe
301/601	Winwood	04090	M	Powerbond Cushion	\$ 25.09	Gold	Severe
301/601	Winwood	04090	MR	Powerbond Cushion RS	\$ 26.21	Gold	Severe
301/601	Winwood	04090	GN	Powerbond Ethos Cushion	\$ 28.40	Platinum	Severe
301/601	Winwood	04090	GR	Powerbond Ethos Cushion RS	\$ 29.52	Platinum	Severe

Carpet Installation Services

4-14-72-0057A

Scope of Work

Prices shown herein are for installation in an open empty space on a “clean floor”. A “clean floor” is in a condition to accept carpet/carpet tile with no additional preparation other than sweeping it clean. Any other work, e.g. furniture removal, flash patching, cove molding, removal of existing carpet, disposal off-site, recycling, etc., will be quoted on a case by case basis after a site inspection. When installation is required in conjunction with carpet purchased under this contract, the carpet will be invoiced separately and before the installation. Prices quoted are for work to be performed during normal working hours, Monday through Friday, holidays excluded. Where noted in the pricing, minimum charges for installation will apply. All work will be performed by either mill certified or FCIB certified installers. All work performed and materials used to install carpet will be guaranteed for a minimum of one year.

CARPET INSTALLATION SERVICES HIGH COST AREAS	<u>Boston, New York, Chicago, St. Louis, Kansas City, Miami, San Francisco, and Los Angeles</u>
SIN 31-604 – direct glue down w/o attached cushion	7.75 per square yard
SIN 31-604 – direct glue down with attached cushion	7.27 per square yard
SIN 31-604 – double stick or double glue down	10.55 per square yard
SIN 31-604 – stretch-in over separate cushion	8.75 per square yard
SIN 31-604 – carpet tiles full spread	7.50 per square yard
SIN 31-604 – Furniture Lift (see note below)	10.10 per square yard
SIN 31-604 – Furnish and Install 4” Vinyl Base	1.95 per linear foot
SIN 31-604 – Furnish and Install 4” Carpet Base	2.47 per linear foot
SIN 31-604 – Furnish and Install 6” Vinyl Base	2.95 per linear foot
SIN 31-604 – Furnish and Install 6” Carpet Base	3.47 per linear foot
SIN 31-604 – Removal, disposal and floor prep	4.25 per square yard

Removal, Disposal and Floor Prep

Appropriate removal and disposal of existing flooring (recycling recommended) and floor preparation. Note: Pricing is to include basic removal, disposal and floor preparation; services above \$500 and work necessary to address potentially complex environmental problems, such as asbestos abatement, mold and mildew, or extensive floor preparation shall be negotiated with the government on a case-by-case basis.

Furniture Lifting for Carpet Replacement (SIN 31-604)

Using appropriate “lifting” equipment and trained technicians, allows installation of new carpet tile, with modular and systems furniture in place and with minimal disruption to occupied work area. All furniture systems shall be lifted by equipment which has been structurally engineered for that particular furniture system. No crowbars or modified car jacks are to be used. No phones or electronic equipment shall be unplugged. After each installation session, work area must be returned to normal working order with all furniture in original location. Since work is being performed in an occupied work area, “low VOC” or “no VOC” adhesives are to be used. The GSA carpet contractor will be required to provide, upon request from government customers, an onsite demonstration of the equipment and lifting method to be used, and any additional information on which to base procurement decisions.



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.us

DATE: March 6, 2018

TO: Dr. Mark Johnson, Superintendent

FROM: Cara Robinson, Director Support Services

RE: **UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS**

Background:

Every three years, school districts must update their district plan that provides education services for all expelled students within the county. All school districts in Orange County each have developed their own plan utilizing a model created by the Orange County Superintendent of Schools (Countywide Expulsion Plan).

The Fountain Valley School District has updated its plan, which was first approved by the Board of Trustees in March 1997 and was revised in 2000, 2003, 2006, 2009, 2012, and 2015.

Recommendation:

It is recommended that the Board of Trustees approves the updated 2018-2021 Plan for Providing Educational Services to all Expelled Students in Orange County, which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2018-2021

General Provisions

As required by Education Code section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2018-19, 2019-20 and 2020-21. The current plan has been adopted by the governing board of each school district in Orange County and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. section 48915.2).

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense (E.C. section 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, local control accountability plans and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

Educational Alternatives for Expelled Students

The governing board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

A specific referral to a district community day school or county community school is made by the school district with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who

complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education ACCESS program.

Charter School Requirements and Expulsion

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal. They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy, although by regulation petitioners must demonstrate familiarity with these provisions. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion.

A student who is expelled from a charter school may return to the school district of residence. As set forth in Education Code section 47605 (d)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Once the school district has documentation of the expulsion order, the provisions of Education Code sections 48915.1 and 48915.2 to determine whether or not the pupil may enroll in a district school or must be referred to a county community school or district community day school (EC section 48915.2).

Expelled Students Who Commit Subsequent Violation(s)

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code section 48900 and following, the student may be referred to another district alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education ACCESS program, the student will be placed at another community school site within the Administrative Unit (AU) or transferred to another AU operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

Expelled Students Who Fail District Community Day School

An expelled student who fails his/her placement in a district community day school program may be placed in one of the following options:

- Other existing district educational alternatives.
- Orange County Department of Education, ACCESS program or a program operated by the Orange County Department of Education Division of Special Education Services.

Special Education Students

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code section 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, special education local plan area (SELPA), or county-operated programs.

- If the district refers the expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education, as identified in the SELPA Plan, will provide special education services in accordance with the student's IEP.
- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing a Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA plan.
- The Orange County Department of Education also provides an interim alternative educational setting while school districts search for permanent placements for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

Orange County Department of Education Options

Orange County Department of Education Options

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), a Western Association of Schools and Colleges-accredited (WASC) program, and the Division of Special Education Services. The Orange County Department of Education's mission is to ensure that all students are equipped with the competencies they need to thrive in the 21st Century. In addition, ACCESS's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code section 48900. The Orange County Department of Education also works with Orange County school districts to provide information and data in support of local control accountability plan goals and priorities, including but not limited to pupil engagement, school climate and pupil outcomes.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 45 sites contained within 6 Administrative Units located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning/independent study programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning/independent study programs require students to complete a minimum of 20 hours per week of educational product.
- Parent directed home instruction independent study programs through the Community Home Education Program (CHEP) serving students in transitional kindergarten (TK) through grade 8 and Pacific Coast High School, a University of California (UC) approved and National Collegiate Athletic Association-accredited program serving students in grades 9-12.

Referral Process to the Orange County Department of Education Alternative Community Correctional Education Schools and Services (ACCESS)

ACCESS Administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Administrators as well as district Student Attendance Review Board members provide an avenue for district and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the ACCESS Administrative Units listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the district rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion. A Supplemental Referral Form and a Return to District Form were developed with the support of District Student Services Administrator's feedback in order to improve communication. Districts will use the "Supplemental Referral Form" to highlight unique needs of student, interventions in place, and rehabilitation plan for student. When returning to the district of residence, ACCESS will use the Return to District form to communicate student progress on the district rehabilitation plan as well as share important contact information in the case that questions may arise.

ACCESS Administrative Units (AU)

Administrative Units	Address	Phone	Contact Person
AU 101-North	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6795 Fax: (714) 781-5891	Ken Ko
Administrative Units (AU)	Address	Phone	Contact Person
AU 103	621 W. 1st Street	(714) 245-6680	Chris Alfieri

Southeast	Tustin, CA 92780	(714) 731-7269 fax	
AU 103-Southeast South County Enrollment Office	23436 Madero Suite 100B Mission Viejo, CA 92691	(949) 425-2170 (949) 707-0569 fax	Chris Alfieri
AU 104 Garden Grove	12822 Garden Grove Blvd. Suite D Garden Grove, CA 92843	(714) 245-6450 (714) 796-8817 fax	Talisa Sullivan
AU 108 Pacific Coast High School	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 (714) 508-0215 fax	Machele Kilgore
AU 109 CHEP	11095 Knott Ave. Suite L Cypress, CA 90630	(714) 327-1000 (714) 327-1030 fax	Jane Doney
AU 114 Harbor Learning Center / Fountain Valley	15872 S. Harbor Blvd. Building C Fountain Valley, CA 92708	(714) 245-6440 (714) 418-1914 fax	Vern Burton

** Institutions/Court Schools (Placement through the Juvenile Justice Department)*

ACCESS Support Services

Special Education And Student Services	1715 E. Wilshire Ave. Suite 708 Santa Ana, CA 92705	(714) 547-7931 (714) 796-8811 fax	Lynn Garrett
Title I	1735 E. Wilshire Ave. Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 (714) 836-1920 fax	Lisa Lanier
Assessment Center	1715 E. Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 835-2776 (714) 835-3861 fax	Jane Doney
Attendance and Records	1669 E. Wilshire Ave. Suite 601 Santa Ana, CA 92705	(714) 547-9972 (714) 547-2344 fax	Sharon Lakin
Educational Programs and Services	1715 E. Wilshire Ave. Suite 702 Santa Ana, CA 92705	(714) 647-2593 (714) 543-8962 fax	Katy Ramezani
Curriculum and Instructional Support Services	1735 E. Wilshire Ave. Suite 806 Santa Ana, CA 92705	(714) 558-3380 (714) 558-8245 fax	Rick Martin

Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps

Previously identified gaps have been examined and considerable improvement has been made through a collaborative process between the 27 Orange County School Districts and the Orange County Department of Education. The 27 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

Service Gap 1: Expelled Students in Grades K-5

Students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place elementary school students who are expelled, especially at the K-4 level. The number of community day schools at the elementary school grade level is very limited.

Progress from 2015

A common practice for students expelled in grades K-5 is for the school district to suspend the expulsion order and refer the student to another school within the district. School districts also may collaborate with each other to facilitate enrollment of an expelled elementary school student into a school in a different school district, when appropriate. School districts continue to have available the option of referring expelled students to Skyview Elementary and Middle School, an Orange County Department of Education ACCESS program serving grades K-8. Skyview is a community elementary/middle school program designed to meet the needs of at-risk children and offers community support programs for both the students and their families.

The low number of elementary students in grades K-5 who need alternative placements due to expulsions continue to make it unfeasible to sustain multiple school sites throughout the county.

Ongoing Strategies for Addressing This Gap

Students in grades K-5 who are expelled, may be served through the following school district or Orange County Department of Education options:

- Transfers within the home district which may include district community day school.
- Skyview Elementary and Middle School, located in the city of Orange, is operated by the OCDE ACCESS program and serves students in grades K-8. The location of the school site in proximity to the district of residence may pose a challenge to student attendance.
- Students in grade 5, on a case by case basis, may be referred to other ACCESS school sites depending upon class composition at the time of referral.

The Orange County Department of Education continues to review the ongoing need for an elementary level regionalized community school program to serve elementary-aged students who may be expelled from their school district. Over the past five years, the number of expulsions for Orange County students in grades K-6, as reported to DataQuest, are as follows:

Year	K-3	4-6
2012-13	0	16
2013-14	1	21
2014-15	0	7
2015-16	0	7
2016-17	0	10

Orange County school districts continue to support one another and offer alternative placement options whenever possible, taking students who were expelled for non-mandatory expellable offenses especially in larger districts with community day school options or special classrooms on their sites. School districts are also expanding interventions through a Multi-Tiered System of Support framework with evidence based programs such as Positive Behavior Intervention and Supports, Restorative Practice, and Mindfulness Practice and Social and Emotional Learning resulting in reduction of expulsions at the elementary grade level.

Service Gap 2: Limited Special Education Placements in ACCESS

The Orange County Department of Education is committed to expanded program options for students with exceptional needs that have been expelled from school district programs. As identified through

communications with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been developed in some school districts as well as the OCDE Special Schools program. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When a student's unique needs cannot be accommodated through existing OCDE program alternatives, the district of residence will continue to facilitate placement to meet the unique needs of individual students through district and non-public agency/school placements.

Progress from 2015

The ACCESS program restructured its special education division to include a Director of Special Education as well as several Special Education Administrative Liaisons to facilitate participation in district IEP team meetings when a referral for an expelled student is made. In addition, ACCESS has continued to increase its special education staff including a focus to address the increased mental health issues for students with special needs. ACCESS is able to provide more intensive counseling services provided by licensed mental health professionals who have been trained in Trauma Informed Care and Restorative Practice. Group therapy programs have also been developed to address issues that impact a student's social functioning with in the classroom and community, such as social skills, anger management and various coping skill strategies.

All ACCESS Special Education and Safe Schools clinicians have been provided training in Trauma Focused Therapy. OCDE has also expanded its professional development for special education staff, for example specific training has been provided in the Remedial Reading program, both on line and in hard copy form. The on-going challenge continues to be the difficulty in establishing a regionalized program that can be operated and maintained based on an unpredictable number of student referrals. OCDE Special Schools currently has a dual diagnosis classroom at the Harbor Learning Center site. OCDE had also attempted a SDC program for emotional disturbed students in the past but was not successful due to too few students being enrolled to maintain the program.

Ongoing Strategies for Addressing This Gap

Orange County School Districts have continued to expand efforts to provide services to students within their attendance area reducing the need for placements in ACCESS. The Orange County School Districts and OCDE will provide ongoing monitoring of the need for additional Special Education services for expelled students. The ACCESS program is prepared to respond to increased demands as conditions warrant in the future.

Programs for Emotionally Disturbed Students:

- Continued expansion of programs for emotionally disturbed students is contingent upon location of school sites that can accommodate such programs and sufficient enrollment to maintain such programs. Additional training in various behavior management programs for both general education and special education teachers can support the increased needs of students being enrolled with social/emotional and behavioral needs.

Programs to Expand Continued Services for Special Education Students:

- Expanding program options for special education students continue to be evaluated through OCDE, Orange County SELPA Directors and Orange County School Districts.

Service Gap 3: Rehabilitation Failures

Students sometimes do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, they are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

Progress from 2015

Based on a recent survey of Orange County School Districts, concerns about students failing to satisfy school district rehabilitation plans during the expulsion period were expressed in combination with general concerns with student transition as they reenter the district. Over the past three years, OCDE has continued discussions with the Orange County School Districts to identify systematic approaches to facilitate the regular transfer of the rehabilitation plan upon referral of an expelled student, as well as identify community resources available to support students in meeting their district rehabilitation plan requirements. There continues to be a need to identify the availability of intervention services for students to meet the specific requirements of their rehabilitation plans especially when involving mental health services.

A challenge continues to be communication between the districts and ACCESS in ensuring that the district's rehabilitation plan is completed by the student. Regional Administrative Units help to promote communication between the districts and the county community schools, and ACCESS principals and assistant principals attend county Student Services meetings to facilitate ongoing communication. In addition, the ACCESS Student Attendance Review Board (SARB) process has been coordinated more efficiently and ACCESS utilizes one of its staff members in truancy court to make sure students attend school and are connected to community resources. In hopes to close this service gap further, Orange County School Districts and ACCESS have implemented the use of a supplemental referral form when students are referred to an ACCESS program. This form includes specific information about a student's needs as well as progress and follow ups needed on ones' rehabilitation plan. When returning to the district, ACCESS staff will use the Student Transition form to communicate information on student's completion of the rehabilitation plan.

Ongoing Strategies for Addressing this Gap

Districts will be asked to provide ACCESS a copy of the rehabilitation plan when referring an expelled student. ACCESS staff will review the rehabilitation plan with the student and, as appropriate, the student's parents, and will assist the student in completing his/her plan requirements. School staff will continue to monitor student achievement toward rehabilitation plan requirements. For students struggling to meet rehabilitation plan requirements, the student consultation team process could be considered to provide additional support. Continued communication and collaboration with school district personnel will continue to be a priority. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district.

OCDE will continue to explore with districts how to utilize and expand existing collaborations to ensure student success with completion of the rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student rehabilitation plans.

Service Gap 4: Mental Health Services

Orange County School Districts are seeing an increased need for mental health services and a shortage of affordable and accessible options for students.

Progress from 2015

Districts have been able to exercise greater control of their funding to support mental health services under the Local Control Funding Formula and other legislative changes such as Assembly Bill 114, which repealed AB 3632 and allocated funding directly to the school districts. New hire includes additional school counselors, school social workers and licensed Marriage and Family Therapists. Furthermore, many districts have added administrative positions overseeing mental health services and needs of students. Through the adoption of Local Control Accountability Plans, districts have identified long term goals related to hiring additional school counselors, school social workers, nurses and other support personnel to address pupil engagement, school climate and parent involvement, which allows for enhancement of district resources to address mental health issues.

Ongoing Strategies for Addressing this Gap

The Orange County Department of Education will continue to work to promote school and community partnerships and professional development to address the mental health needs of students. The development of Local Control Accountability Plans gives greater attention to the mental health needs of students and the county office will assist districts as they strive to find ways to address the social emotional needs of their students and support the “whole child.” This is one of OCDE’s strategic initiatives articulated in its 2014 -2019 Strategic Plan. OCDE is also heading the California SUMS (Scale Up Multi-Tiered System of Support) initiative, providing technical assistance to many Orange County School Districts in the areas of Academic, Behavioral, and Social and Emotional support. OCDE continues to share-out local resources through network meetings and list serves. The ACCESS program will continue to work with districts to identify and assist expelled students who have mental health issues. The Orange County SELPAs, school districts and OCDE continue to assess any gaps resulting from changes in the funding structures to ensure the availability of appropriate mental health services for both general education and special education students expelled from school.

Service Gap 5: College Course Preparation Access for County Community Students

Within the ACCESS program there is option for students to utilize GradPoint, an online course option with “a-g” approved satisfying the subject requirements for admission into the University of California and California State University systems. This addition has resolved the difficulty for some students returning to their district of residence following their expulsion period in regard to completing the required courses prior to graduation.

Ongoing Strategies for Addressing this Gap

ACCESS has implemented an online program that provides “a-g” approved courses as well as credit recovery options and electives, including career technical education. This program began in January 2015 and expanded the options available to expelled students seeking to satisfy the “a-g” requirements or other college-preparatory courses. ACCESS continues to provide professional development to teachers to effectively utilize the new on-line program. In addition, Pacific Coast High School offers a full range of college-preparatory courses satisfying the “a-g” requirements.

<p style="text-align: center;">COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS</p>
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Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when other means of correction have not been successful. Districts engage in a number of preventative and proactive strategies including but not limited to the following:

- Adult Mentoring of Students
- After School Programs
- After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.

- Alternate Suspension Classrooms (ATS)
- Annual Notice of Parent Rights and Responsibilities
- Anti-bullying Programs
- Any of the alternatives described in Section 48900.6 related to community service.
- Athletic Drug Testing
- Automated Telephone Notifications
- Behavior Skills Group
- Brief Intervention Counseling (Substance Abuse Counseling)
- Character Counts
- Check-in, check-out
- Come Walk In My Shoes (abilities awareness)
- Community Partnerships
- Conferences between school personnel, the pupil's parent or guardian, and the pupil.
- Conflict Mediators/Conflict Resolution Services
- Crisis Response Network (CRN)
- Enrollment in programs for teaching prosocial behavior or anger management.
- Every 15 Minute Program
- Friday Night Live
- Gang Resistance Intervention Partnership (GRIP)
- Grad Night Activities
- Homework Clubs
- In-school Suspensions
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Kindness Assemblies
- Link Crew
- Mindfulness practice
- Multi-Tiered System of Support Framework
- Online Classes and Credit Recovery Opportunities
- Parent Meetings and Information Nights
- Peace Week (Anti-bullying week)
- Peer Assistance League (PAL)
- Peer Court
- Police Cadet Programs
- Positive Behavior Intervention and Supports
- Random Acts of Kindness
- Red Ribbon Week
- Referrals for comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- Restorative Practices
- Safety Task Force
- Saturday School
- School Attendance Review Board (SARB)
- School Attendance Review Team (SART)
- School Signs and Notices
- Social Emotional Learning Curriculum

- Student Behavior Contracts
- Student Clubs and Organizations
- Student Safety Plans
- Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents.
- Text-A-Tip
- TUPE/DATE activities
- Tutoring
- Universal Design for Learning
- Violence Prevention Curricula
- Violence Prevention Education Services
- WEB (Where Everybody Belongs)

General Provisions

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN FOUNTAIN VALLEY SCHOOL DISTRICT

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2018-19, 2019-20 and 2020-21. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Fountain Valley School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

As indicated in the Orange County Expulsion plan, the options available to Fountain Valley School District after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C.48917 (a)].
3. Expulsion with referral to a district alternative suspension/expulsion classroom, if available (E.C. 48660).
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services (ACCESS) (E.C. 1981).

Actual referral to a district alternative suspension/expulsion classroom or county community school is made by the Fountain Valley School District governing board with recommendations from the School Attendance Review Board (SARB), or by another established district referral process as required by statute.

District activities relating to the prevention of expulsions are outlined in the following chart:

Fountain Valley School District Prevention Activities

Title of Activity	Description of Activity	Grade Level
Behavior Assemblies	Explanation of school rules and policies to students	TK-8
Second Step Lessons	School Psychologist Group Intervention	2 nd and 3 rd grade
Parent Notification and Rights	Start of the year communication regarding policies	TK-8
Positive Behavioral Support (PBIS)	Districtwide behavior management program	TK-8
Student Study Teams	Meetings designed to address the needs of students and provide interventions and supports	TK-8
Middle School Counseling	Group and individual counseling services on campus	6-8
Parent Education	Parent nights and classes	TK-8
Restorative Practices	Conferences to Intake students back at site after disciplinary action.	6-8
SARB School Attendance Review Board	Meetings to support student attendance and student behavior through parent communication and student contracts.	K-8
In-House Suspension/Saturday School/Alternatives to Suspension	Keeping students in instruction and on-campus as a primary preference to disciplinary action	K-8
Peer Assistance Leadership (PAL)	Student leadership that focuses on increasing student engagement/school climate and anti-drug awareness/conflict mediation	6-8
Tutoring	Intervention designed to support SST process	TK-8
Check-in Check out	Daily check in for at-risk middle school students needing encouragement and homework check	6-8
Red Ribbon Week	Week of anti-tobacco focus	TK-8
Homework Clubs	After school club designed to support students' academic achievement	6-8
Automatic Telephone Notification	Parent Link communication system for absenteeism, safety and community outreach communication	TK-8
Brief Intervention	Counseling program directly related to substance abuse alternative to out-of-school suspension	4-8

When students violate discipline policies or standards of behavior at the school site, fair and consistent disciplinary steps are taken to address the issues. In some instances it may be

necessary to suspend or expel a student from regular classroom instruction. Attached are Board Policies outlining suspension and expulsion guidelines in the Fountain Valley School District:

- Discipline: Board Policy 5144 / Administrative Regulations 5144 (a-c)
- Suspension and Expulsion Due Process: Board Policy 5144.1 (a-d)/ Administrative Regulations 5144.1 (a-t)/Administrative Regulations 5144.2 (a-i)

Students

BP 5144(a)

DISCIPLINE

The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall design a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When

choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

DISCIPLINE (continued)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

DISCIPLINE

Site-Level Rules

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

Site-level discipline rules shall be reviewed regularly and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students and parent/guardians clearly.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

DISCIPLINE (continued)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention- related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative practices program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors.

(cf. 5148.2 - Before/After School Programs)

11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"

DISCIPLINE (continued)

13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

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

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

DISCIPLINE (continued)

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Regulation
approved: January 12, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-8" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053- 11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

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

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-8

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-8," that has any of the effects described above on a reasonable student.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-8

Any student in grades 4-8 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-8 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-8" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-8" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the available evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
 - c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6173.1 - Education for Foster Youth)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-8" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-8" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-8" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-8" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-8. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Regulation
approved: January 12, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

Students

AR 5144.2(a)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) AR 5144.1(u)

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

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

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A *change of placement* shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **Notice:** On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Board of Trustees's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had *knowledge* of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300- 300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Regulation
approved: January 12, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

2017/2018

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: March 12, 2018

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: March 22, 2018

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange county Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Robert J. Rome, Ph.D. W18203	\$4,050.00	March 22, 2018 to August 31, 2018
	Dr. Robin Morris, dba RBY5 Psychological Services W18204	\$4,000.00	March 22, 2018 to August 31, 2018
	Verbal Behavior Associates W18205	\$4,000.00	March 22, 2018 to August 31, 2018

Approved by the FVSD Board of Trustees
March 22, 2018

Dr. Mark Johnson
Superintendent

Date:

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 22th day of March, 2018, by and between Robert J. Rome, Ph.D. hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Educational Psycho-Educational Evaluation services for student; _____

2. The Independent Contractor will commence providing services under this AGREEMENT on March 22, 2018 and will diligently perform as required and complete performance by August 31, 2018. The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The DISTRICT shall pay the Independent Contract _____
A total not to exceed \$4,050-- to include comprehensive assessment, written report, any related school visits and/or interviews/observations, and IEP meeting attendance. See IEE guidelines, Appendix A & B
for services pursuant to this AGREEMENT.
Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.
5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
 - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT
Page Two

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Signature

Robert J. Rome, Ph.D.

Printed Name

Dr. Mark Johnson
Superintendent

6345 Balboa Blvd., Bldg. 3, Suite 250

Address

10055 Slater Avenue
Fountain Valley, CA 92705

Encino, CA 91316

City, State, Zip

558-68-1922

Federal ID for business/Social Security No. for individuals

Date

Date

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 22th day of March, 2018, by and between Dr. Robin Morris dba RBY5 Psychological Services hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Educational Psycho-Educational Evaluation services for student;

2. The Independent Contractor will commence providing services under this AGREEMENT on March 22, 2018 and will diligently perform as required and complete performance by August 31, 2018. The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The DISTRICT shall pay the Independent Contract A total not to exceed \$4,000-- to include comprehensive assessment, written report, any related school visits and/or interviews/observations, and IEP meeting attendance. See IEE guidelines, Appendix A & B for services pursuant to this AGREEMENT.
Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.
5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
 - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Signature

Dr. Robin Morris, RBY5 Psychological Services

Printed Name

Dr. Mark Johnson
Superintendent

26440 La Alameda, Suite 220

Address

10055 Slater Avenue
Fountain Valley, CA 92705

Mission Viejo, CA 92691

City, State, Zip

77-0643287

Federal ID for business/Social Security No. for individuals

Date

Date

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 22th day of March, 2018, by and between Verbal Behavior Associates hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Functional Behavior Analysis (FBA) Evaluation services for student;

2. The Independent Contractor will commence providing services under this AGREEMENT on March 22, 2018 and will diligently perform as required and complete performance by August 31, 2018. The Independent Contractor will perform said services as an independent contractor and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.

4. The DISTRICT shall pay the Independent Contractor A total not to exceed \$4,000-- to include comprehensive assessment, written report, any related school visits and/or interviews/observations, and IEP meeting attendance. See IEE guidelines, Appendix A & B for services pursuant to this AGREEMENT.

Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.

5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.

6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.

- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT
Page Two

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Signature

Verbal Behavior Associates

Printed Name

Dr. Mark Johnson
Superintendent

15373 Innovation Drive, Suite 200

Address

10055 Slater Avenue
Fountain Valley, CA 92705

San Diego, CA 92128

City, State, Zip

46-4417379

Federal ID for business/Social Security No. for individuals

Date

Date