



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

October 11, 2018

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

M _____
2nd _____
V _____

BOARD WORKSHOPS

1. CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP) RESULTS 2018

Dr. Steve McLaughlin, Assistant Superintendent, Educational Services and Dr. Jerry Gargus, Director, Educational Services will present the 2018 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District to the Board of Trustees.

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
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*

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.

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

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

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

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

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

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. INTRODUCTION OF KATHRYN SMITH, DIRECTOR, SUPPORT SERVICES

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Kathryn Smith. Ms. Smith joins the District as Director, Support Services.

STAFF REPORTS AND PRESENTATIONS

3. MEASURE O CONSTRUCTION UPDATE ON COURREGES AND MASUDA

Christine Fullerton, Assistant Superintendent, Business Service, will be joined by Edwin Munguia from Rachlin Partners to provide an update to the Board of Trustees on Measure O construction at Courreges and Masuda Schools.

4. UPDATE ON OPTIONS FOR THE USE OF THE FORMER MOIOLA SCHOOL SITE

Christine Fullerton, Assistant Superintendent, Business Services, will be joined by Andreas Chialtas, Esq. from Atkinson, Andelson, Loya, Ruud and Romo to lead the Board of Trustees through a discussion of the options and next steps in the use of the former Moiola School site.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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

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

PUBLIC HEARINGS

5. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input is welcome.

LEGISLATIVE SESSION

6. RESOLUTION 2019-07: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

M _____
2nd _____
V _____

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 11, 2018, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: mathematics, science, history-social science and English/language arts, including the English language development component of an adopted program.

Superintendent's Recommendation: It is recommended that the Board of Trustees hereby certifies through adoption of Resolution 2019-07 that each pupil in the Fountain Valley School District has been provided with a standards-aligned

textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

7. RESOLUTION 2019-08 RECOGNITION OF OCTOBER 2018 AS DYSLEXIA AWARENESS MONTH M ____
2nd ____
V ____

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia, in order to ensure success for every student with dyslexia.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2019-08 recognizing October as Dyslexia Awareness Month in the Fountain Valley School District.

8. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS M ____
2nd ____
V ____

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

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

Routine Items of Business

- 8-A.** Board Meeting Minutes from September 6th regular meeting
- 8-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 8-C.** Donations
- 8-D.** Warrants
- 8-E.** Purchase Order Listing
- 8-F.** Budget Adjustments

Consent Items

8-G. APPROVE CONTRACT WITH HEWLETT PACKARD INC., TO PROVIDE MANAGED PRINT SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approve the contract with Hewlett Packard to provide Managed Print Services.

8-H. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2018-19 year and approves its submittal to the Orange County Department of Education.

8-I. APPROVE THE USE OF CMAS CONTRACT NO. 3-15-84-0042A FOR THE PURCHASE OF ACCESS, SECURITY, ALARM, AND SIGNAL SYSTEMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the District use of the 2015 - 2019 CMAS Contract No. 3-15-84-0042A and any extensions to purchase DMP access, security, alarm, and signal systems from Time and Alarm Systems to meet the needs of the District.

8-J. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-C

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

8-K. CONTRACT PROPOSALS FOR READING PLUS PILOT PROGRAMS AT TALBERT MIDDLE SCHOOL AND GISLER ELEMENTARY SCHOOL PROVIDED BY THE PMD GROUP

Superintendent's Comments: It is recommended that the Board of Trustees approves the Reading Plus Pilot program at both Talbert and Gisler from October 2018 through April 2019.

8-L. APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2019 and authorizes the Superintendent or his designee to sign all documents.

8-M. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

Superintendent's Comments: It is recommended that the Board of Trustees eliminates the services of the position so designated on the effective date as listed in the attached memo.

8-N. 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
--------------------------	--------------------	-----------------

Cornerstone Therapies	\$638.36	11/11/18-6/21/19
Cornerstone Therapies	\$264.15	11/11/18-6/21/19
Olive Crest Academy	\$47,694.78	11/11/18-6/21/19
Del Sol School	\$6,400	7/1/18-6/30/19

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, November 8, 2018 at 6:30pm.

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

Regular Board meeting proceedings are tape recorded.

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

Board meeting of October 11, 2018



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **California Assessment of Student Performance and Progress
(CAASPP) Results 2018**
DATE: October 5, 2018

Background:

Dr. Steve McLaughlin, Assistant Superintendent, Educational Services and Dr. Jerry Gargus, Director, Educational Services, will present the 2018 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District to the Board of Trustees.

Board meeting of October 11, 2018



SO: 2018-19/B19-09
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **INTRODUCTION OF KATHRYN SMITH, DIRECTOR,
SUPPORT SERVICES**
DATE: October 5, 2018

Background:

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Kathryn Smith. Ms. Smith joins the District as Director, Support Services.

Board meeting of October 11, 2018



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **MEASURE O CONSTRUCTION UPDATE ON COURREGES AND MASUDA**
DATE: October 5, 2018

Background:

Christine Fullerton, Assistant Superintendent of Business Service will be joined by Edwin Munguia from Rachlin Partners to provide an update to the Board of Trustees on Measure O construction at Courreges and Masuda Schools.



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **UPDATE ON OPTIONS FOR THE USE OF THE FORMER
MOIOLA SCHOOL SITE**
DATE: October 5, 2018

Background:

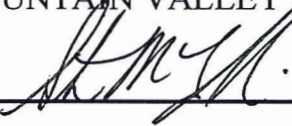
Andreas Chialtas, Esq. from Atkinson, Andelson, Loya, Ruud and Romo will lead the Board of Trustees through a discussion of the options and next steps in the use of the former Moiola School Site.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATION OF PROVISIONS OF
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 11, 2018 at 6:30 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT





Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: RESOLUTION 2019-07: CERTIFICATION OF PROVISION OF
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS
DATE: October 5, 2018

Background:

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 11, 2018, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

The required public hearing concerning adequate textbooks and Board Resolution are agendized for the Board meeting of October 11, 2018. Certification shall also be approved by the Board of Trustees at this meeting.

Fiscal Impact:

The instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

Recommendation:

It is recommended that the Board of Trustees shall hereby certify through adoption of Resolution 2019-07 that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science and English/language arts.

RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING
BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS
AND INSTRUCTIONAL MATERIALS FOR 2018/19

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing will be held on October 11, 2018, at 6:30 p.m., which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2018/19 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2018/19 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the

Fountain Valley School District Board of Trustees at a regular meeting of the said board held

at Fountain Valley, California on the 11th day of October, 2018.

ATTEST:

Jeanne Galindo, Clerk

Mark Johnson, Ed.D., Secretary, Board of Trustees

Resolution #2019-07



SO: 2018-19/B19-12
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RESOLUTION 2019-08 RECOGNITION OF OCTOBER 2018 AS
DYSLEXIA AWARENESS MONTH**
DATE: October 5, 2018

Background:

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia, in order to ensure success for every student with dyslexia.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2019-08 recognizing October as Dyslexia Awareness Month in the Fountain Valley School District.



Fountain Valley School District

RESOLUTION NUMBER 2019-08

Resolution of the Board of Trustees of the Fountain Valley School District
in Support of October as National Dyslexia Awareness Month

WHEREAS, Fountain Valley School District recognizes that our children are our most valuable resource and we must provide opportunities for all students to learn and grow;

WHEREAS, the United States Department of Health defines dyslexia as an inheritable and highly prevalent language-based disability affecting 1 in 5 individuals;

WHEREAS, dyslexia—meaning “difficulty with words”—is one of the several distinct learning disabilities and is characterized by challenges in processing language when decoding oral and written words;

WHEREAS, dyslexia deeply affects a student’s ability to read, write, spell and comprehend and may also affect a student’s overall well-being;

WHEREAS, with proper identification, appropriate instruction, accommodation, access to assistive technologies, support from families, teachers and friends, individuals with dyslexia can excel in school and employment;

WHEREAS, our District works to inform and empower families and educators with the most current research-based practices to promote literacy development and to prepare students for a hopeful and productive future;

WHEREAS, our District recognizes the many gifts and strengths associated with dyslexia, including entrepreneurship, creative thinking, and excellence in the arts and sports;

WHEREAS, in an effort to assist parents, educators and individuals, the International Dyslexia Association has designated October as Dyslexia Awareness Month;

THEREFORE, BE IT RESOLVED, that the Fountain Valley School District does hereby proclaim October 2018, Dyslexia Awareness Month in the District, and encourages staff members, families, and the community to collaborate to raise awareness and understanding in so much as to identify, treat, and prevent problems associated with dyslexia.

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on October 11, 2018 and received the following vote:

PASSED AND ADOPTED By the Governing Board on October 11, 2018 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Jeanne Galindo, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 11th day of October, 2018.

Clerk of the Governing Board

cf: Board Bylaw 9250

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

September 6, 2018

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 5:46pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Collins

Vote: 5-0

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

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

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

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

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

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

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

PLEDGE OF
ALLEGIANCE

Dr. Johnson led the Pledge of Allegiance.

STAFF REPORTS AND PRESENTATIONS

Superintendent, Dr. Mark Johnson, introduced the Board of Trustees to the newest member of the Fountain Valley School

INTRODUCTION OF
DR. GERALD
GARGUS, DIRECTOR,

District Family, Dr. Gerald Gargus. Dr. Gargus joins the District as Director, Educational Services.

EDUCATIONAL SERVICES

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra reviewed for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2017-18. Mrs. Fullerton reviewed the District's mission statement, provided an overview of the State economy and 2018-19 adopted budget. Mr. Guerra reviewed the 2017-18 unaudited actuals, including revenues and expenditures, summarized the General Fund and provided the ending fund balance of other funds. Mr. Guerra also reviewed next steps for the Board of Trustees. In closing, Mrs. Fullerton provided a review of the Fund 40 investment.

UNAUDITED ACTUALS FOR FISCAL YEAR 2017-18 (ORAL AND WRITTEN)

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo expressed her gratitude for the addition of Dr. Gargus to the FVSD family. She congratulated him on his appointment this evening. In addition, she thanked Dr. Johnson for his arrangement of the tours of construction at both Courreges and Masuda.

Mrs. Schultz's activities since the last meeting included: Tours of construction at both Courreges and Masuda. She noted her appreciation for the quality of work being done. She also welcomed Dr. Gargus to the FVSD Family, congratulating him on his appointment this evening.

Mr. Collins wished a bittersweet farewell to Mrs. Robinson, noting that this evening is her last Board meeting. He commended her on her appointment in Placentia Yorba Linda Unified School District. His activities since the last meeting included: Newland registration assistance, Talbert registration assistance, tours of construction at both Courreges and Masuda.

Mrs. Crandall congratulated and thanked Mrs. Abdel and her team for having all classrooms manned for the first day of school yesterday. She welcomed Dr. Gargus to the FVSD Family. She also wished Mrs. Robinson a bittersweet farewell and thanked her for her service to the District, noting that she will be greatly missed. Her activities since the last meeting included: tours of construction at both Courreges and Masuda.

Mr. Cunneen welcomed Dr. Gargus to the FVSD Family. He also bid farewell to Mrs. Robinson, echoing the sentiments expressed

this evening. His activities since the last meeting included: tours of construction at Courreges and Masuda. He commended Mr. Hastie and the business team for their work on these projects. In addition, he noted that his youngest son enjoyed his first day of school at Masuda. He thanked his fellow trustees for their service.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to approve the date of annual organizational meeting as December 13, 2018.

Second: Mrs. Crandall

Vote: 5-0

APPROVAL OF DATE
OF ANNUAL
ORGANIZATIONAL
MEETING AS
DECEMBER 13, 2018

Motion: Mrs. Schultz moved to approve Mr. Cunneen's selection as Committee Member to the City of Fountain Valley's Comprehensive General Plan Advisory Committee.

Second: Mr. Collins

Vote: 5-0

SELECTION OF
COMMITTEE
MEMBER TO CITY
OF FOUNTAIN
VALLEY'S
COMPREHENSIVE
GENERAL PLAN
ADVISORY
COMMITTEE
CONSENT
CALENDAR

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

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from August 23rd Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- Special Education Settlement Agreement 2019-B

- Approval of the Contract with Lee & Associates Commercial Real Estate Services Inc., for Broker Services in the Leasing of Suites at the District Office
- Board Policy 0410 Nondiscrimination in Programs and Activities (Second Reading and Adoption)
- Board Policy 1312.3 Uniform Complaint Procedures (Second Reading and Adoption)
- Board Policy 3514 Environmental Safety (Second Reading and Adoption)
- Board Policy 3514.1 Hazardous Substances (Second Reading and Adoption)
- Board Policy 5111 Admission (Second Reading and Adoption)
- Board Policy 5145.3 Nondiscrimination/Harassment (Second Reading and Adoption)
- Board Policy 5125 Student Records (Second Reading and Adoption)
- Board Policy 5131.2 Bullying (Second Reading and Adoption)
- Resolution 2019-06: Gann Amendment Appropriations Limitation
- 2017-18 Capital Facilities Fund / Developer Fees
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	N/A	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked Matt Mogensen for his attendance this evening and the information provided to the Board regarding the GPAC. In addition, he commended the work being done in construction at both Courreges and Masuda, noting the extremely ambitious timeline. He thanked and applauded Mrs. Fullerton and Mr. Hastie for their work on these projects. He noted an upcoming farewell reception for Mrs. Robinson on Monday, stating that it has been an honor to get to know and work with her. He has had the pleasure to watch her further develop into a strong and capable leader, noting that while we are sad to see her go, we are pleased to see her take the FVSD way with her, and commended her on her appointment. Moreover, he congratulated Dr. Gargus on his appointment this evening, noting that he is a man of character and will do great work here. In closing, he noted that over the last ten days we have had the opportunity to visit welcome back meetings and the first day of school at each of our campuses. He commended our administrators for the work that they do and the manner in which it is done that honors our staff and students.

CLOSED SESSION

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

CLOSED SESSION

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

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

or public bid processes
(Proposed Buyer(s)/Lessee(s)).

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

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 7:39PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 11, 2018**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF CARA ROBINSON, DIRECTOR SUPPORT SERVICES, EFFECTIVE 09/11/2018.
- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHERS, HOURLY RATE OF PAY \$30.09

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	Llevesque, Taniaa	Courreges	11/01/2018
1.2.2	Shay, Karen	Courreges	10/02/2018
1.2.3	Inlander, Ginny	Cox	10/02/2018
1.2.4	Breese, Gina	Newland	10/15/2018
1.2.5	Mishler, Heather	Oka	10/02/2018

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF KATHRYN SMITH AS DIRECTOR, SUPPORT SERVICES.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 11, 2018**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Yi, Anna	Fulton	SLPA	09/19/2018
2.1.2	Dydo, Laura	Gisler	ESP Assistant	10/10/2018

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Mendez, Susana	Transportation	Bus Aide-Special Education	09/05/2018
2.2.2	Rivas, Yvette	Transportation	Bus Aide-Special Education	09/05/2018
2.2.3	Phan, Hong	Tamura/Newland	IA-Bilingual	09/05/2018
2.2.4	Mealy, Lucas	Plavan	IA Moderate/Severe	09/17/2018
2.2.5	DeMattos, Adrianna	Gisler	Instructional Assistant	09/10/2018
2.2.6	Licardo, Kaelin	Cox	IA-Moderate/Severe	09/21/2018
2.2.7	White, Charlotte	Tamura	Library/Media Technician	09/20/2018
2.2.8	Moreida, Francisco	Fulton	IA-Applied Behavior Analysis	09/21/2018
2.2.9	Stevenson, Sarah	Newland	IA-Applied Behavior Analysis	09/24/2018
2.2.10	Melendez, Mariko	Oka CDC	Preschool Assistant	09/27/2018
2.2.11	Gardiner, Jessica	Cox	IA-Moderate/Severe	09/17/2018

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.3.1	Castenada, Traci	Oka	IA Moderate/Severe	Extended Illness	09/05/2018
2.3.2	Dennis, Ashley	Gisler	IA –Applied Behavior Analysis	Personal	12/03/2018
2.3.3	Capanaash, Dana	Cox	Instructional Assistant	Sick Leave	08/30/2018
2.3.4	Pires, Mary	Oka	IA Moderate/Severe	Sick Leave	09/06/2018

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, TRACEE MUELLER ESP ASSISTANT AT GISLER TO OFFICE ASSISTANT AT THE DISTRICT OFFICE, EFFECTIVE 08/27/2018.

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY
DISMISSAL OF CLASSIFIED EMPLOYEE #4093, IA MODERATE/SEVERE AT OKA SCHOOL,
EFFECTIVE 09/25/2018.

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

October 11, 2018

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	CLARK, Christina MCLEMORE, Katherine SIEMENS, Jeff SMITH, Mary WEIRETER, Dan ZAHEDI, Jeff (Masuda)	Sports Coach for one or more District tournaments	\$250 stipend + benefits per sport	010144989-1115	2018/2019 school year
3.2	GILLIS, Laurie (Masuda)	Student Council Advisor	\$2,000 stipend + benefits	010144988-1115	2018/2019 school year
3.3	SMITH, Mary (Masuda)	Cheer Coach	\$1,000 stipend + benefits	010144989-1115	2018/2019 school year
3.4	SPIRK, Nancy (Masuda)	Student Council Bookkeeper	\$2,000 stipend + benefits	010144988-2413	2018/2019 school year
3.5	HARO, Jessica (Support Services)	Speech/Language Coordinator	\$1,000	015989860-1115	2018/2019 school year
3.6	RIVERA, Elizabeth (CX) TRESTIK, Staci (FUL) DILLON, Kate (GIS) GONSOWSKI, Kim (GIS) JARA, Amy (MAS) DAVIS, Jeanne (NEW) VANASSE, Cindy (OKA) CRAIG, Jessica (PLA) RUTTER, Kelly (PLA) HALE, Alyson (TAL) (Support Services)	School Site Prevention Coordinator	\$1,000 stipend per school site Total of stipends is \$8,000	012679962-1115	2018/2019 school year
3.7	MOELLER, Venus (CR) SMITH, Kellie (CX) TRESTIK, Staci (FUL) DILLON, Kate (GIS) JARA, Amy (MAS) KIM, Melissa (NEW) VANASSE, Cindy (OKA) CRAIG, Jessica (PLA) ROBINSON, Ashly (TAL) MOORE, Jennifer (TAM) (Support Services)	504 Coordinator at their school site	\$1,000 stipend per school site Total of stipends is \$10,000	012299967-1115	2018/2019 school year
3.8	HISGEN, Jennifer (CR) BUCK, Niki (CX) NEGRO, Carrie (FUL) LOPEZ, Penny (GIS) JARA, Amy (MAS) WANTINK, Jenna (NEW) MOUSSA-ZAHAB, Jeanie (OK) VOSS, Lauren (PLA) MARBUT, Jeff (TAL) OSBORNE, Daryl (TAM) (Technology)	Technology Coordinator for their school site	Not to exceed \$1,500 per school site Total of stipends is \$15,000	010059077-1115	2018/2019 school year

4.0 **CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	MOELLER, Venus WEBBER, Toni (Courreges)	Units of Study in Writing	Teachers College Edison, NJ	Actual & Necessary	011534775-5210	September 26- September 29, 2018

REASON FOR LATE SUBMITTAL: Information not available at September 6 Board meeting.

4.2	LEE, Evelyn (Fulton)	First Education Conference	Walton Middle School-Compton, CA	\$555.81	017112975-5210	August 7 - 8, 2018
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REASON FOR LATE SUBMITTAL: Information not available for submittal at prior Board meetings.

4.3	BURCH, Joanna COSTIGAN, Kim NGUYEN, Kim (Ed Services)	59 th CMC-South Annual Mathematics Conference	Palm Springs, CA	Actual & Necessary	010055175-5210 (Nguyen) 010055775-5210 (Burch & Costigan)	November 2 - 3, 2018
4.4	SHARPE, Diane (Food Services)	2018 CSNA Educational Sessions “The Child Chooses the Plate”	Long Beach, CA	Actual & Necessary	113207380-5210	November 9-11, 2018
4.5	ROBERTSON, Aaron (PLA) (Support Services)	National Adapted Physical Education Conference	San Diego, CA	Actual & Necessary	010019961-5210	November 8-10, 2018

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 10/11/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
NEWLAND			
	Newland PTA	\$3,740.00	Reimbursement for Charter Buses
	Newland PTA	\$930.00	Reimbursement for Charter Buses
PLAVAN			
	Wells Fargo Foundation	\$10.00	Classroom Supplies
	Educational Matching		
	Gifts Program		
TALBERT			
	Talbert PTO	\$5,000.00	Accelerated Reader 2018-19
TAMURA			
	Tamura PTO	\$118.54	Southwest order for paper supplies

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING OCTOBER 11, 2018**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 81318 - 81661

Dates: 8/29/2018 - 9/28/2018

Fund 01	General Fund	1,061,007.96
Fund 12	Child Development	20,574.16
Fund 13	Cafeteria	32,497.52
Fund 14	Deferred Maintenance	39,780.00
Fund 21	GOB 2016 Election	3,265,537.60
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	72,535.49
Fund 68	Worker Comp	72,581.83
Fund 69	Insurance	362,128.31

TOTAL	\$	4,926,642.87
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4072	HOME DEPOT	1,128.75	1,128.75	012869390 4440	Maintenance / RPLC Equip \$500-\$5000
M20M4073	TRIANGLE SCENERY DRAPERY	4,740.00	4,740.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4074	BEACH WIRE & CABLE INC.	112.60	112.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4075	VORTEX INDUSTRIES INC	335.00	335.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4106	SCS FLOORING SYSTEMS	6,000.00	6,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4107	TOXGUARD	289.29	144.64	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			144.65	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20M4108	GOLDEN STATE PAVING INC.	10,800.00	10,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4109	GOLDEN STATE PAVING INC.	8,200.00	8,200.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4112	H.D. POWER SYSTEMS INC	8,967.72	751.34	012869390 4399	Maintenance / Equipment Under \$500
			625.63	012869390 4440	Maintenance / RPLC Equip \$500-\$5000
			7,590.75	012869390 4450	Maintenance / RPLC Equip \$500-\$5000 Machiner
M20M4113	TIME AND ALARM SYSTEMS INC.	2,772.00	2,772.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4114	COUNTRY CITY TOWING INC	787.50	787.50	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20M4115	LYTLE SCREEN PRINTING INC.	377.13	377.13	016919395 5580	7240 Special Ed Transportation / Uniform Cleaning
M20M4127	REFRIGERATION SUPPLIES DISTRIB	155.97	155.97	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4128	REFRIGERATION SUPPLIES DISTRIB	175.00	175.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4129	KIMBALL MIDWEST	440.00	440.00	012869390 4345	Maintenance / Maintenance Supplies
M20M4130	US AIR CONDITIONING	1,021.47	1,021.47	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4131	ALL COUNTIES GLASS	1,139.31	1,139.31	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4132	NEW MANAGEMENT INC	497.81	497.81	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4133	TOMARK SPORTS	394.34	394.34	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4134	REFRIGERATION CONTROL COMPANY	743.81	743.81	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4135	BEACH WIRE & CABLE INC.	560.30	560.30	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4136	NORTHSTAR AV	1,566.00	1,566.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4137	AAA ELECTRIC MOTOR SALES & SER	188.17	188.17	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4139	TURF STAR INC.	2,150.00	2,150.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4140	SIGN WAREHOUSE	130.00	130.00	012869390 4345	Maintenance / Maintenance Supplies
M20M4141	NBG ENTERPRISES DBA PREMIER ST	243.52	243.52	012869390 4345	Maintenance / Maintenance Supplies
M20M4142	TURF STAR INC.	110.00	110.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4143	DIGITAL NETWORKS GROUP INC.	79,212.47	79,212.47	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4144	COMMERCIAL LANDSCAPE SUPPLY IN	129.30	129.30	012899390 4347	Gardening / Repair & Upkeep Equip Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4146	REFRIGERATION CONTROL COMPANY	2,007.71	2,007.71	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20R0141	FEDERAL EXPRESS CORP.	800.00	50.00	012395098 5930	7395 Sch/Libr Imp Instr-DO / Postage, Parcel, & Delivery
			50.00	012719165 5930	Superintendent / Postage, Parcel, & Delivery
			50.00	012719470 5930	Personnel Department / Postage, Parcel, & Delivery
			100.00	012849380 5930	Fiscal Services / Postage, Parcel, & Delivery
			50.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
			50.00	017109275 5930	Testing / Postage, Parcel, & Delivery
M20R0144	READYREFRESH BY NESTLE	14,981.00	1,200.00	010013189 4325	Donations - Gisler / Office Supplies
			254.40	012109078 4325	Tech/Media Office Operation / Office Supplies
			349.80	012658155 4325	Assessment and Accountability / Office Supplies
			318.00	012719165 4325	Superintendent / Office Supplies
			254.40	012719275 4325	Educational Services Admin / Office Supplies
			795.00	012719470 4325	Personnel Department / Office Supplies
			425.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
			564.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			1,224.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			1,104.00	012723789 4325	Donations Clerical - Oka / Office Supplies
			1,800.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			1,260.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			1,740.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			572.40	012849380 4325	Fiscal Services / Office Supplies
			842.40	012869390 4325	Maintenance / Office Supplies
			381.60	015999860 4325	Special Ed - Administration / Office Supplies
			561.60	016919395 4325	7240 Special Ed Transportation / Office Supplies
M20R0409	FLINN SCIENTIFIC	46.22	46.22	010142989 5899	Donations - Fulton / Other Operating Expenses
M20R0447	SEHI COMPUTER PRODUCTS	10,076.06	9,255.00	010013189 4399	Donations - Gisler / Equipment Under \$500
			821.06	010013189 4410	Donations - Gisler / Fixed Assets \$500-\$5000
M20R0448	SOUTHWEST SCHOOL AND OFFICE SU	8,000.00	8,000.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
M20R0451	ACSA FOUNDATION FOR	500.00	500.00	012719470 5825	Personnel Department / Advertising
M20R0453	SOUTHWEST SCHOOL AND OFFICE SU	13,000.00	13,000.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0454	PARADIGM HEALTHCARE SERVICES	6,000.00	6,000.00	012289961 5813	MAA - Administration / Consultant
M20R0456	AMAZON.COM LLC	57.63	57.63	012849380 4325	Fiscal Services / Office Supplies
M20R0457	UNITED STATES POSTAL SERVICE	215.00	215.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0459	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
M20R0460	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
M20R0461	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
M20R0463	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
M20R0465	SCHOOL SPECIALTY	205.36	205.36	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0473	SEHI COMPUTER PRODUCTS	11,331.75	11,331.75	010143838 4410	Sch Site Instr - Talbert / Fixed Assets \$500-\$5000
M20R0474	UZBL LLC	274.05	274.05	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
M20R0479	BARNES AND NOBLE	749.60	749.60	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0482	BEHAVIOR SOLUTIONS INC.	7,000.00	7,000.00	015709861 5813	Federal Mental Health-Psych / Consultant
M20R0485	ORANGE COUNTY DEPARTMENT OF ED	619.75	619.75	015999860 5390	Special Ed - Administration / Dues and Membership Non Taxab
M20R0488	AMAZON.COM LLC	274.49	274.49	015999860 4325	Special Ed - Administration / Office Supplies
M20R0490	HOME DEPOT	100.00	100.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0491	REV ROBOTICS LLC	1,573.42	1,573.42	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R0492	BEST BUY GOV LLC	3,276.47	3,276.47	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R0493	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	015114060 4325	Special Ed. - Plavan SDC-SH / Office Supplies
M20R0496	FOLLETT SCHOOL SOLUTIONS INC.	3,071.37	3,071.37	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0497	TURNITIN LLC	35,450.00	35,450.00	010055275 5813	State Standards-ELA / Consultant
M20R0498	HEINEMANN	6,079.68	6,079.68	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0499	VIRCO MANUFACTURING	1,439.42	1,439.42	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
M20R0500	ARIEL SUPPLY INC.	1,114.58	1,114.58	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
M20R0502	BUSWEST	15,000.00	15,000.00	016919395 6420	7240 Special Ed Transportation / Equipment-Machinery, Vehic
M20R0504	SCHOOL HEALTH CORPORATION	352.33	352.33	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
M20R0505	MILLER PEMBLETON LLC	43.84	43.84	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
M20R0506	PITSCO INC.	4,632.44	4,632.44	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R0507	ANDYMARK INC	1,774.04	1,774.04	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R0508	INDUSTRIAL WEBBING CORP	140.42	140.42	012589860 4310	Applied Behavior Analysis / Instructional Supplies
M20R0509	GUITAR CENTER INC.	289.64	289.64	010093876 4310	Instrumental Music-Talbert / Instructional Supplies
M20R0510	SOCIAL THINKING PUBLISHING	581.67	581.67	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0512	IMAGE MARKET	379.88	379.88	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
M20R0513	CMC SOUTH	585.00	195.00	010055175 5210	State Standards-MATH / Travel, Conference, Workshop
			390.00	010055775 5210	State Standards-CGI / Travel, Conference, Workshop
M20R0515	PARADIGM HEALTHCARE SERVICES	40,000.00	40,000.00	012299962 5813	Medi-Cal Billing-Consultant / Consultant
M20R0518	AMAZON.COM LLC	23.14	23.14	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0519	ORANGE COUNTY DEPARTMENT OF ED	4,300.00	2,150.00	010055375 5813	State Standards-MS SCIENCE / Consultant
			2,150.00	010055875 5813	State Standards-ES SCIENCE / Consultant
M20R0522	ORANGE COUNTY DEPARTMENT OF ED	200.00	200.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R0525	ATKINSON ANDELSON LOYA RUDD &	516.00	129.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
			129.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			129.00	012719380 5210	Business Department / Travel, Conference, Workshop
			129.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
M20R0526	SOUTHWEST SCHOOL AND OFFICE SU	103.32	103.32	010121616 4310	Pacific Life Grant - Newland / Instructional Supplies
M20R0527	SIDEPATH INC	29,204.50	29,204.50	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0530	BOOKSOURCE	464.09	464.09	011235675 1110	State Standards Discrt-READING / Teachers
M20R0531	STUDIES WEEKLY INC.	750.46	64.85	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
			685.61	010055675 4310	State Standards-READING / Instructional Supplies
M20R0532	AMAZON.COM LLC	1,299.13	1,299.13	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0534	HEINEMANN	107.67	107.67	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R0536	BOOKSOURCE	2,349.46	2,349.46	011235675 1110	State Standards Discrt-READING / Teachers
M20R0537	SCHOLASTIC MAGAZINE	2,021.25	2,021.25	010055675 1110	State Standards-READING / Teachers
M20R0538	SOUTHWEST SCHOOL AND OFFICE SU	554.63	554.63	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R0539	TANG COMPANY LLC	43.40	43.40	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0540	BARNES AND NOBLE	21.71	21.71	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0541	BARNES AND NOBLE	6.92	6.92	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0542	HEINEMANN	128.25	128.25	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0543	APPLE COMPUTER ORDER DEPARTMEN	75.04	75.04	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0544	AMAZON.COM LLC	168.45	90.39	012109078 4320	Tech/Media Office Operation / Computer Supplies
			78.06	012719165 4320	Superintendent / Computer Supplies
M20R0545	SURPLUS TWO WAY RADIOS	2,154.74	2,154.74	010014787 4399	Other Donations - Courreges / Equipment Under \$500
M20R0546	BOTHWELL, BRUCE	67,000.00	67,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0547	LEVEL 27 MEDIA	339.30	339.30	010013189 4310	Donations - Gisler / Instructional Supplies
M20R0548	LEVEL 27 MEDIA	891.74	891.74	010013131 5713	Sch Site Instr - Gisler / Direct Cost-Printing & Reprod
M20R0549	WILSON LANGUAGE TRAINING CORPO	525.38	525.38	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
M20R0550	SNAPWIZ INC	3,200.00	3,200.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0551	CASTO CHAPTER TWO	385.00	385.00	016919395 5210	7240 Special Ed Transportation / Travel, Conference, Worksho
M20R0553	LEVEL 27 MEDIA	43.50	43.50	012658155 4325	Assessment and Accountability / Office Supplies
M20R0554	SCHOOL SPECIALTY	5,437.50	5,437.50	010013232 4310	Sch Site Instr - Cox / Instructional Supplies

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M20R0555	SCHOOL SPECIALTY	2,175.00	2,175.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
M20R0556	CODECAMPUS LLC	4,458.75	4,458.75	017113275 4310	Robotics-Cox / Instructional Supplies
M20R0557	SOUTHWEST SCHOOL AND OFFICE SU	652.50	652.50	010455560 4325	Pupil Achievement-Intrvrn RSP / Office Supplies
M20R0558	JB DISTRIBUTORS INC	78.38	78.38	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0559	AMAZON.COM LLC	43.49	43.49	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0560	STAPLES	168.55	168.55	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0562	CURRICULUM THAT MATTERS INC	365.00	365.00	010144989 5826	Donations - Masuda / Licensing/Software,Maint/Supp
M20R0563	SACRAMENTO COUNTY OFFICE OF ED	100.00	100.00	010142929 5210	Sch Site Instr - Fulton / Travel, Conference, Workshop
M20R0564	ARIEL SUPPLY INC.	2,175.00	2,175.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
M20R0565	RALPHS GROCERY COMPANY	500.00	500.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R0566	SMART & FINAL	1,500.00	1,500.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R0567	DEMCO	92.02	92.02	011403255 4230	Library Services - Cox / Lost Books Rebate
M20R0568	SOUTHWEST SCHOOL AND OFFICE SU	380.63	380.63	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R0569	MHS INC.	1,181.29	1,181.29	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R0574	ARIEL SUPPLY INC.	1,155.95	1,155.95	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
M20R0576	ACSA XVII	300.00	300.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20R0577	MYRON CORP	361.42	361.42	010019189 4325	Donations - Superintendent / Office Supplies
M20R0578	MYRON CORP	352.97	352.97	010019189 4325	Donations - Superintendent / Office Supplies
M20R0579	CERTIFIED TRANSPORTATION BUS C	1,378.16	1,378.16	010013289 5811	Donations - Cox / Transportation Outside Agency
M20R0580	CERTIFIED TRANSPORTATION BUS C	1,378.16	1,378.16	010013289 5811	Donations - Cox / Transportation Outside Agency
M20R0581	CERTIFIED TRANSPORTATION BUS C	1,806.16	1,806.16	012539962 5811	Tobacco-Use-OCDE Instructional / Transportation Outside Age
M20R0582	CERTIFIED TRANSPORTATION BUS C	1,378.16	1,378.16	010014089 5811	Donations - Plavan / Transportation Outside Agency
M20R0583	SCHOLASTIC BOOK ORDERS	499.16	499.16	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0584	SOUTHWEST SCHOOL AND OFFICE SU	196.42	196.42	010014789 4310	PTA Donations - Courreges / Instructional Supplies
M20R0585	SCHOOL SPECIALTY	533.01	533.01	010055175 4410	State Standards-MATH / Fixed Assets \$500-\$5000
M20R0586	DEMCO	112.93	112.93	011404955 4210	Library Services - Masuda / Library Books
M20R0588	PEARSON EDUCATION	310.31	310.31	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0592	CHIDESTER, MARGARET A.	10,000.00	10,000.00	012159470 5830	Personnel - Legal Services / Legal Fees
M20R0595	ATKINSON ANDELSON LOYA RUDD &	1,500.00	1,500.00	012159470 5830	Personnel - Legal Services / Legal Fees
M20R0596	DEMCO	546.87	546.87	011404055 4210	Library Services - Plavan / Library Books
M20R0599	AMAZON.COM LLC	65.24	65.24	012719380 4325	Business Department / Office Supplies
M20R0600	A1GM	1,004.98	1,004.98	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0602	AMERICAN RED CROSS	1,766.10	1,766.10	010239275 4310	School Nurse Expansion Project / Instructional Supplies

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M20R0603	SOUTHWEST SCHOOL AND OFFICE SU	125.00	125.00	010011089 5899	Donations - Tamura / Other Operating Expenses
M20R0604	AMAZON.COM LLC	64.13	64.13	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0605	APPLE COMPUTER ORDER DEPARTMEN	946.13	946.13	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0606	BARNES AND NOBLE	688.52	688.52	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0607	BARNES AND NOBLE	1,006.92	1,006.92	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0608	HEINEMANN	1,246.88	1,246.88	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0609	PIONEER DRAMA SERVICE INC.	301.01	301.01	010143889 4311	Donations - Talbert / Elective Supplies
M20R0610	SCHOOL SPECIALTY	53.15	53.15	010142989 5899	Donations - Fulton / Other Operating Expenses
M20R0611	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
M20R0612	LEVEL 27 MEDIA	130.50	130.50	012719275 4325	Educational Services Admin / Office Supplies
M20R0614	HEINEMANN	1,500.00	1,500.00	011235675 5210	State Standards Discrt-READING / Travel, Conference, Worksh
M20R0615	HOLLANDER GLASS INC	200.00	200.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0616	HEINEMANN	1,000.00	1,000.00	011235675 5210	State Standards Discrt-READING / Travel, Conference, Worksh
M20R0617	FREESTYLE SALES COMPANY	50.00	50.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0620	SCHOOL SPECIALTY	271.88	271.88	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies
M20R0622	FOLLETT SCHOOL SOLUTIONS INC.	988.47	988.47	010459075 4230	Pupil Achievement-Library / Lost Books Rebate
M20R0624	SUPPLYMASTER INC	487.20	487.20	012733131 4399	Health Supplies - Gisler / Equipment Under \$500
M20R0625	DYNTEK SERVICES INC	1,182.52	702.52	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			480.00	012109078 5823	Tech/Media Office Operation / Fingerprinting
M20R0628	MOMENTUM IN TEACHING LLC	1,700.00	1,700.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0630	J TAYLOR EDUCATION INC.	273.17	273.17	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0631	SURPLUS TWO WAY RADIOS	600.62	600.62	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0632	J W PEPPER	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0634	ORANGE COUNTY DEPARTMENT OF ED	90.00	90.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R0635	SOUTHWEST SCHOOL AND OFFICE SU	169.00	169.00	012719380 4325	Business Department / Office Supplies
M20R0636	LIGHTSPEED TECHNOLOGIES	9,944.10	9,944.10	012719380 4410	Business Department / Fixed Assets \$500-\$5000
M20R0637	ORIENTAL TRADING COMPANY	443.85	443.85	011279962 5899	School Climate-Student Behavior / Other Operating Expenses
M20R0639	SOUTHWEST SCHOOL AND OFFICE SU	77.38	77.38	012658155 4325	Assessment and Accountability / Office Supplies
M20R0640	LANGUAGE NETWORK INC	4,000.00	4,000.00	012509861 5813	Interpreter Aide / Consultant
M20R0643	CDWG	158.39	158.39	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0644	HEINEMANN	1,045.00	1,045.00	010014040 5210	Sch Site Instr - Plavan / Travel, Conference, Workshop
M20R0645	LEVEL 27 MEDIA	43.50	43.50	012719275 4325	Educational Services Admin / Office Supplies
M20R0653	HEINEMANN	3,120.05	3,120.05	011235675 4310	State Standards Discrt-READING / Instructional Supplies

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M20R0654	BARNES AND NOBLE	1,008.01	1,008.01	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0655	REALLY GOOD STUFF INC	598.24	598.24	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0657	LEVEL 27 MEDIA	339.30	339.30	010013189 4310	Donations - Gisler / Instructional Supplies
M20R0658	NATIONAL GEOGRAPHIC SOCIETY	441.75	441.75	010055675 4310	State Standards-READING / Instructional Supplies
M20R0659	XEROX CORPORATION	6,140.76	6,140.76	012719380 4330	Business Department / Printing/Xerox Supplies
M20R0660	ORIENTAL TRADING COMPANY	81.45	81.45	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0661	BOOKSOURCE	411.08	411.08	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0663	LYNDE-ORDWAY COMPANY	2,500.00	2,500.00	012059385 5645	Publications / Outside Svcs-Repairs & Mainten
M20R0664	LEVEL 27 MEDIA	176.38	176.38	010011089 5899	Donations - Tamura / Other Operating Expenses
M20R0665	FENCESCREEN INC	883.27	883.27	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0666	STAPLES	155.00	155.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0667	J W PEPPER	312.11	312.11	010144989 4311	Donations - Masuda / Elective Supplies
M20R0673	CERTIFIED TRANSPORTATION BUS C	3,749.28	3,749.28	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
M20R0674	CERTIFIED TRANSPORTATION BUS C	5,713.80	5,713.80	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
M20R0675	XEROX CORPORATION	29,689.49	29,689.49	010019380 6410	School Equipment / Equipment-Furniture/Computers
M20R0676	GUITAR CENTER INC.	277.20	277.20	011519275 5645	FVSF Grants - Elementary Music / Outside Svcs-Repairs & Ma
M20R0677	HATFIELD, AYUMI	700.00	700.00	012509861 5813	Interpreter Aide / Consultant
M20R0678	CERTIFIED TRANSPORTATION BUS C	992.96	992.96	010011089 5811	Donations - Tamura / Transportation Outside Agency
M20R0679	CM SCHOOL SUPPLY	200.00	200.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R0680	SCHOOLSIN	424.93	424.93	010011089 5899	Donations - Tamura / Other Operating Expenses
M20R0681	HOME DEPOT	500.00	500.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R0682	NEWSELA INC.	4,500.00	4,500.00	010055275 4310	State Standards-ELA / Instructional Supplies
M20R0684	MOTIVATIONAL MILLENNIAL LLC	1,250.00	1,250.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
M20R0685	EPIC SPORTS INC	305.79	305.79	010011089 5899	Donations - Tamura / Other Operating Expenses
M20R0686	GUPTA BODLA, SANGEETA	45,485.00	45,485.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0687	SACRAMENTO COUNTY OFFICE OF ED	200.00	200.00	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
M20R0688	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	012734040 4327	Health Supplies - Plavan / Health Supplies
M20R0689	NSTA	79.00	79.00	011534775 5310	Cotsen Grant -Courreges / Dues and Membership Taxable
M20R0690	SURPLUS TWO WAY RADIOS	161.49	161.49	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0691	LAKESHORE LEARNING MATERIALS	400.00	400.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R0694	LEVEL 27 MEDIA	128.33	128.33	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
M20R0697	ORANGE COUNTY TREASURER	673.29	673.29	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
M20R0698	ORANGE COUNTY TREASURER	1,628.02	1,628.02	019509380 5899	STAR Building DO - Operations / Other Operating Expenses

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M20R0699	SPICERS PAPER INC	1,463.12	1,463.12	012059385 4330	Publications / Printing/Xerox Supplies
M20R0700	APPLE COMPUTER ORDER DEPARTMEN	1,000.00	1,000.00	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
M20R0701	ORANGE COUNTY TREASURER	4,290.30	4,290.30	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
M20R0702	ORANGE COUNTY TREASURER	293.50	293.50	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
M20R0703	LEVEL 27 MEDIA	97.88	97.88	012723838 4325	Sch Site Admin - Talbert / Office Supplies
M20R0705	AMAZON.COM LLC	141.05	141.05	012719380 4329	Business Department / Disaster Supplies
M20R0706	CORWIN PRESS	36.35	36.35	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0707	SUPPLYMASTER INC	378.45	378.45	010143888 4310	ASB Donations Instr - Talbert / Instructional Supplies
M20R0708	LEVEL 27 MEDIA	216.42	97.88	010028055 4322	Intervention-Instruction / Testing Supplies
			118.54	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
M20R0710	ORANGE COUNTY TREASURER	898.42	898.42	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
M20R0711	ORANGE COUNTY TREASURER	2,168.52	2,168.52	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
M20R0713	AMAZON.COM LLC	528.13	528.13	010124949 4320	Pacific Life Grant - Masuda / Computer Supplies
M20R0714	E.G.BRENNAN & CO.	500.07	500.07	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
M20R0716	EDUCATIONAL MANAGEMENT SOLUTIO	895.00	895.00	012819771 5813	Personnel Commission / Consultant
M20R0717	SCHOLASTIC BOOK ORDERS	358.33	358.33	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0719	BARNES AND NOBLE	172.09	172.09	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0720	CPACINC	2,671.58	390.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			2,281.58	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0721	SEHI COMPUTER PRODUCTS	5,493.75	5,493.75	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0725	FOLLETT SCHOOL SOLUTIONS INC.	4,000.00	4,000.00	012338055 4210	Title III-EL-Instructional / Library Books
M20R0726	SCHOLASTIC BOOK ORDERS	12,000.00	12,000.00	012338055 4310	Title III-EL-Instructional / Instructional Supplies
M20R0727	HEINEMANN	5,867.61	5,867.61	012338055 4310	Title III-EL-Instructional / Instructional Supplies
M20R0728	BARNES AND NOBLE	5,374.86	5,374.86	012338055 4310	Title III-EL-Instructional / Instructional Supplies
M20S8016	LEVEL 27 MEDIA	755.81	755.81	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8017	GRAINGER INC.	154.53	154.53	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8018	WAXIE	143.22	143.22	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8019	AMAZON.COM LLC	346.92	346.92	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8020	ADVANTAGE WEST INVESTMENT ENTE	511.56	511.56	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		681,017.24	679,232.84		

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M20M4116	KYA SERVICES LLC	3,421.68	3,421.68	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
M20M4126	ADVANTAGE WEST INVESTMENT ENTE	325.93	325.93	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0144	READYREFRESH BY NESTLE	14,981.00	1,080.00	120336098 4325	Extended School Administration / Office Supplies
M20R0477	SUNSET SCREEN PRINTING	241.43	241.43	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0480	DISCOUNT SCHOOL SUPPLY	727.29	727.29	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0481	SCHOOL SPECIALTY	784.59	107.66	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
			676.93	120017598 4410	Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000
M20R0483	LAKESHORE LEARNING MATERIALS	140.29	140.29	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0484	LAKESHORE LEARNING MATERIALS	249.04	249.04	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0486	SCHOOL SPECIALTY	784.59	107.66	120016198 4310	State Preschool Instructional / Instructional Supplies
			676.93	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
M20R0489	LAKESHORE LEARNING MATERIALS	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0494	SUPPLYMASTER INC	378.45	378.45	120336098 4325	Extended School Administration / Office Supplies
M20R0501	DAVE BANG ASSOCIATES	3,300.34	468.49	120016198 4310	State Preschool Instructional / Instructional Supplies
			2,831.85	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
M20R0503	WHATA LOTTA PIZZA	543.75	543.75	123206198 4710	State Preschool Food Services / Food
M20R0517	LEVEL 27 MEDIA	304.50	304.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0520	LAKESHORE LEARNING MATERIALS	164.17	164.17	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0521	ORIENTAL TRADING COMPANY	185.22	185.22	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0533	LAKESHORE LEARNING MATERIALS	1,518.16	1,518.16	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R0601	HOME DEPOT	561.58	561.58	120017598 4410	Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000
M20R0629	LAKESHORE LEARNING MATERIALS	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0646	DISCOUNT SCHOOL SUPPLY	238.81	238.81	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0647	ORIENTAL TRADING COMPANY	182.63	182.63	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0648	HOME DEPOT	108.75	108.75	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0649	LAKESHORE LEARNING MATERIALS	1,259.32	1,259.32	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
M20R0651	LAKESHORE LEARNING MATERIALS	520.91	520.91	120086198 4410	CSPP QRIS Block Grant Instr / Fixed Assets \$500-\$5000
M20R0652	DISCOUNT SCHOOL SUPPLY	177.26	177.26	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0656	LAKESHORE LEARNING MATERIALS	454.58	454.58	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R0668	VARIDESK LLC	918.94	918.94	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0669	LAKESHORE LEARNING MATERIALS	810.19	810.19	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0670	LAKESHORE LEARNING MATERIALS	633.47	90.81	120016098 4310	Extended School Instructional / Instructional Supplies
			542.66	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0671	S & S WORLDWIDE	337.11	337.11	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0672	BARNES AND NOBLE	71.50	64.55	120016098 4310	Extended School Instructional / Instructional Supplies
			6.95	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0695	LAKESHORE LEARNING MATERIALS	738.41	738.41	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0712	LEVEL 27 MEDIA	267.83	267.83	120016098 4310	Extended School Instructional / Instructional Supplies
	Fund 12 Total:	35,631.72	21,730.72		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4111	FEDERAL EXPRESS CORP.	26.20	26.20	133207380 5930	Cafeteria Fund / Postage, Parcel, & Delivery
M20R0141	FEDERAL EXPRESS CORP.	800.00	50.00	133207380 5930	Cafeteria Fund / Postage, Parcel, & Delivery
M20R0144	READYREFRESH BY NESTLE	14,981.00	254.40	133207380 4325	Cafeteria Fund / Office Supplies
M20R0452	CHEFS' TOYS	360.00	360.00	133207380 5899	Cafeteria Fund / Other Operating Expenses
M20R0455	CHEFS' TOYS	450.00	450.00	133207380 5899	Cafeteria Fund / Other Operating Expenses
M20R0475	CDWG	238.49	238.49	133207380 4399	Cafeteria Fund / Equipment Under \$500
M20R0516	INDUSTRIAL ELECTRONIC SERVICE	1,844.88	1,844.88	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0524	STAPLES	14.45	14.45	133207380 4399	Cafeteria Fund / Equipment Under \$500
M20R0571	CHEFS' TOYS	17,837.03	611.03	133207380 4399	Cafeteria Fund / Equipment Under \$500
			17,226.00	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
M20R0587	CHEFS' TOYS	413.94	413.94	133207380 5899	Cafeteria Fund / Other Operating Expenses
M20R0642	LEVEL 27 MEDIA	144.64	144.64	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agncy
M20R0692	CALIFORNIA SCHOOL NUTRITION AS	260.00	260.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R0693	REFRIGERATION CONTROL COMPANY	169.87	169.87	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0696	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
	Fund 13 Total:	37,679.50	22,202.90		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4087	POWER PLUS	6,420.00	3,030.00	142864789 6218	Def Maint-Courreges / Electrical Building Improvemen
			3,390.00	142864989 6218	Def Maint-Masuda / Electrical Building Improvemen
	Fund 14 Total:	6,420.00	6,420.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4086	UNITED SITE SERVICES INC	2,500.00	2,500.00	213014980 6299	GOB, ELECTION 2016-Masuda / Other Building &
M20M4088	SANDY PRINGLE ASSOCIATES	151,000.00	75,500.00	213014780 6222	GOB, ELECTION 2016-Courreges / Inspection Svcs Bldg
			75,500.00	213014980 6222	GOB, ELECTION 2016-Masuda / Inspection Svcs Bldg Improv
M20M4089	NINYO & MOORE	11,670.00	11,670.00	213013280 6222	GOB, ELECTION 2016-Cox / Inspection Svcs Bldg Improve
M20M4090	NINYO & MOORE	13,891.00	13,891.00	213012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improve
M20M4091	NINYO & MOORE	9,848.00	9,848.00	213011680 6222	GOB, ELECTION 2016-Newland / Inspection Svcs Bldg
M20M4092	NINYO & MOORE	9,424.00	9,424.00	213011080 6222	GOB, ELECTION 2016-Tamura / Inspection Svcs Bldg Improv
Fund 21 Total:		198,333.00	198,333.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4138	ECAMSECURE	49,000.00	49,000.00	402998990 5899	Moiola Improvement Projects / Other Operating Expenses
M20R0552	MOBILE MODULAR	46,200.00	6,600.00	402861090 6299	Modernization - Tamura / Other Building & Improvement
			13,200.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			26,400.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
	Fund 40 Total:	95,200.00	95,200.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0141	FEDERAL EXPRESS CORP.	800.00	400.00	695009470 5930	Insurance Health/Welfare / Postage, Parcel, & Delivery
M20R0495	CDWG	158.39	158.39	695009470 4325	Insurance Health/Welfare / Office Supplies
M20R0514	TOTAL COMPENSATION SYSTEMS INC	6,300.00	6,300.00	695009470 5813	Insurance Health/Welfare / Consultant
	Fund 69 Total:	7,258.39	6,858.39		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/11/2018

FROM 08/30/2018 TO 09/30/2018

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			1,029,977.85		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/11/2018

FRO 08/30/2018 TO 09/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0146	ORANGE COUNTY DEPARTMENT OF ED	5,000.00	+1,000.00	012719385 5818	Purchasing / Courier Service
M20R0426	PERMA-BOUND BOOKS	1,177.87	+137.13	011401055 4230	Library Services - Tamura / Lost Books Rebate
Fund 01 Total:			+1,137.13		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/11/2018

FRO 08/30/2018 TO 09/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0066	BOOMERS	4,178.74	+506.74	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0081	MULLIGAN FAMILY FUN CENTER	3,313.05	+509.70	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
Fund 12 Total:			+1,016.44		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/11/2018**

FRO 08/30/2018 TO 09/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:			+2,153.57		
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FOUNTAIN VALLEY SD

Reference #:

2019 1

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		40,714.00
3101	STRS-CERTIFICATED POSITIONS		6,628.00
3313	MEDICARE-CERTIFICATED		590.00
3401	HEALTH & WELFARE-CERTIFICATED		3,700.00
3501	SUI-CERTIFICATED		20.00
3601	WORKERS'COMP-CERTIFICATED		892.00
4100	TEXTBOOKS	488,113.00	829,332.00
4200	BOOKS OTHER THAN TEXTBOOKS		9,815.00
4300	MATERIALS & SUPPLIES	13,519.00	73,629.00
5800	PROF/CONS SERV & OPER EXPENSE	174,286.00	570,870.00
6400	EQUIPMENT		22,190.00
7310	TRANSFER OF INDIRECT COSTS		2,851.00
8100	FEDERAL INCOME		13,542.00
8200	FEDERAL INCOME	30,888.00	271,966.00
8500	STATE INCOME		1,140,605.00
8600	LOCAL INCOME		4,519.00
9740	RESTRICTED BALANCE	916,938.00	874,452.00
9780	OTHER ASSIGNMENTS	22,190.00	1,829,430.00
9790	UNASSIGNED/UNAPPROPRIATED	14,218,223.00	13,816,080.00
9799	APPROPRIATED FUND BALANCE	15,628,941.00	16,477,121.00
Subfund Total:		31,493,098.00	35,988,946.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 2

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		78,240.00
8500	STATE INCOME		37,269.00
8600	LOCAL INCOME		40,971.00
9740	RESTRICTED BALANCE	1,209,675.00	1,270,496.00
9799	APPROPRIATED FUND BALANCE	1,209,675.00	1,270,496.00
Subfund Total:		2,419,350.00	2,697,472.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 3

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
8600	LOCAL INCOME		78,988.00
9740	RESTRICTED BALANCE	420,737.00	479,597.00
9799	APPROPRIATED FUND BALANCE	420,737.00	400,609.00
Subfund Total:		841,474.00	959,194.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 4

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
9760	OTHER COMMITMENTS	2,267,408.00	
9780	OTHER ASSIGNMENTS		3,024,236.00
9799	APPROPRIATED FUND BALANCE	2,267,408.00	3,024,236.00
Subfund Total:		4,534,816.00	6,048,472.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 5

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

Fund: 2121 GOB ELE 2016 SERIES 2017

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		441.00
6200	BUILDING AND IMPROVE OF BLDGS		12,322,398.00
9740	RESTRICTED BALANCE	30,250,091.00	19,273,173.00
9799	APPROPRIATED FUND BALANCE	17,927,252.00	19,273,173.00
Subfund Total:		48,177,343.00	50,869,185.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 6

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
9780	OTHER ASSIGNMENTS	1,049,161.00	1,062,832.00
9799	APPROPRIATED FUND BALANCE	1,049,161.00	1,062,832.00
Subfund Total:		2,098,322.00	2,125,664.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2019 7

Adjustment of Funds

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

Fund: 3535 SCHOOL FACILITIES

Object	Description	FROM	TO
Subfund Total:		0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 8

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

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

Object	Description	FROM	TO
9760	OTHER COMMITMENTS	42,161,430.00	
9780	OTHER ASSIGNMENTS		15,667,370.00
9799	APPROPRIATED FUND BALANCE	42,161,430.00	15,667,370.00
Subfund Total:		84,322,860.00	31,334,740.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2019 9

Adjustment of Funds

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

Fund: 4041 SPEC RES/COP 2017

Object	Description	FROM	TO
9780	OTHER ASSIGNMENTS		34,864,857.00
9799	APPROPRIATED FUND BALANCE		34,864,857.00
Subfund Total:		0.00	69,729,714.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2019 10

Adjustment of Funds

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	23,094.00	
9790	UNASSIGNED/UNAPPROPRIATED	50,498.00	40,402.00
9799	APPROPRIATED FUND BALANCE	50,498.00	17,308.00
Subfund Total:		124,090.00	57,710.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2019 11

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		6,300.00
9790	UNASSIGNED/UNAPPROPRIATED	834,013.00	1,209,754.00
9799	APPROPRIATED FUND BALANCE	827,713.00	1,209,754.00
Subfund Total:		1,661,726.00	2,425,808.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/11/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
Information Technology

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE CONTRACT WITH HEWLETT PACKARD INC., TO
PROVIDE MANAGED PRINT SERVICES**
DATE: October 5, 2018

Background:

The District is considering entering into a Managed Print Services (MPS) agreement with Hewlett Packard and Partner, SupplyMaster. Currently the District purchases printer ink cartridges on an as needed basis. An MPS agreement allows the District to convert to a cost per page (CPP) model whereby the District is charged based on actual pages printed, similar to a copier agreement. All service and maintenance kits for District printers will be provided by HP and are included in the cost per page. Trained, dedicated HP personnel will perform repair and service on the printers under this contract.

Fiscal Impact:

The district anticipates a savings of 20 to 30 percent on overall printing costs based on results experienced by other school districts who have implemented a similar program.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Hewlett Packard to provide Managed Print Services.



Managed Print Services

Proposal

Fountain Valley School District





Section 1: Executive Summary

1.1 Introduction

Thank you for investing time with HP to discuss your print environment, goals and costs. We have completed HP's Assessment Process and are presenting our findings, proposed costs and Managed Print Services (MPS) offering in this proposal.

1.2 Partnering with SupplyMaster and HP

SupplyMaster

HP is responding with our trusted and valued partner SupplyMaster. SupplyMaster is a family business dedicated to providing the highest level of customer service, satisfaction and value. HP brings expertise and value in an MPS offering to fit the unique needs of Fountain Valley School District. HP will provide the MPS service, support and account management and SupplyMaster will bring its knowledge of your organization, and procure the print hardware as needed.



1.3 Why HP?

SLED Industry Knowledge

For more than 70 years, HP has helped public-sector customers in government and education achieve the highest possible levels of operational excellence and service delivery. HP has a robust sales and support organization dedicated to U.S. Public Sector Customers.

HP has institutionalized our best practices to provide consistently high-quality performance in all environments. HP will apply these same principles or successful program execution.

Public-sector clients need a technology partner that can help provide more effective services, while saving money and eliminating redundancy. With a long history of serving the public sector, HP understands the unique requirements of education customers. HP's broad solutions portfolio aligns IT with your requirements, providing the following benefits:

- Industry standards protect your capital investments in technology, making sure that your infrastructure will be compatible with future technologies. They also increase your agility and improve integration with the rest of the technology environment.
- HP management solutions are modular and scalable to meet a variety of requirements and are designed to adapt and grow incrementally so that our clients realize a fast, predictable return on technology investments.
- HP Services consultants can help assess your environment; design and architect the infrastructure; and deploy and implement solutions for maximum operational efficiency.
- HP's philosophy of working with partners, and even competitors, to maximize product mix and service delivery address a wide variety of business requirements. You will have the added benefit of a multivendor service mechanism with a single point-of-contact and accountability.

**SupplyMaster
has an
established
Relationship
with Fountain
Valley School
District**



Manage-as-is Approach

HP's Managed Print Services team specializes in managing printer fleets in their current state, without costly hardware replacements. Unlike other vendors, HP services most major brands of printers, some multifunction laser printers, and open distribution copiers throughout the term of useful service and as long as HP can procure replacement parts at a reasonable cost, which is often much longer than the stated end-of-life as noted by a manufacturer. In particular, HP's devices are high-quality and are known for their reliability and longevity. Our "manage-as-is" approach saves clients precious capital funds and keeps the cost of change to a minimum as you implement and manage a Managed Print Services program.

Once your devices are being managed in our program, we will have very accurate data so we can make recommendations for future optimization recommendations to lower your overall costs of printing and improve your user experience.

Genuine HP Supplies and HP-branded Compatibles

HP is committed to providing quality printed pages at competitive prices for both HP and non-HP devices. On HP devices, HP can ensure the best quality and competitive prices by using Genuine HP supplies. For non-HP devices, HP has selected leading providers to deliver compatible supplies with quality and yield that is on par with the OEM supplies. HP MPS Multivendor Support increases customer satisfaction and loyalty by giving end-users a single point of contact and a trusted advisor who manages and optimizes their complete fleet of devices. And HP provides peace of mind with a two year warranty for supplies.

HP Technology Expertise

HP has a long history of delivering innovative IT management software to monitor, manage and optimize computing devices, including printing and imaging devices. HP MPS utilizes the advanced software tools to:

- Monitor and remediate the devices we manage
- Automate toner replenishment so you don't have to worry about running out of toner
- Streamline service requests, including a new mobile app to expedite requests while at a device
- Analyze print volumes and user behavior to optimize cost and productivity

Removing the IT Burden

In any office environment, change is constant, especially with IT Team staffing. Managing printer fleets is typically not at the top of priority list for IT, and in fact, takes valuable time away from strategic projects.

By selecting HP MPS, Fountain Valley School District can remove the burden of supporting printers and copiers from your IT team, and know HP will provide high-quality MPS service and supplies unequaled in the industry.

Our MPS service virtually gives time back to your IT resources, and allows them to focus on the more important IT projects for your organization without constant interruption of printer or copier support tasks. You can rest assured that your end-users are receiving the support needed through your MPS program.



To receive the full benefits of your HP MPS program, we encourage you to allow end-users to contact HP directly to request supplies and service, rather than go through a help desk. Our extensive reports and analytics provide all the metrics and tracking information you'll need to understand how users are printing without having to add an additional step in the service/supplies request process. If you feel compelled to have your help desk act as the go-between, we can accommodate this approach as well, although it is our opinion it slows our response times significantly.

HP MPS – our value

HP has over 20 years of Managed Print Services experience. As one of the original pioneers in the IT industry, HP equipment is reliable and user-friendly. HP's MPS contracts provide our clients with flexibility. There are no volume minimums or maximums. It is a true pay-for-print model—you only pay for what you print. Devices can be added or removed without penalty.

HP has over 50,000 employees worldwide and has the financial strength and stability to support your program. HP's technicians are HP device experts and provide unparalleled customer service.

1.4 Conclusion

Thank you for the opportunity to present our capabilities and recommendations. We look forward to further discussions regarding how HP can improve your end-user experience and can help lower your print costs.



Section 2: Proposed MPS Solution

HP approaches MPS in three phases:

- Manage Materials & Assets
- Optimize Users
- Improve Document Management

These phases can lower your print spend incrementally during each phase. Your HP account manager will guide you through these phases and provide strategic consulting along the way, forming a long-term partnership.



Phase I: Manage Materials & Assets

HP brings your assets and materials under HP's management through a detailed set-up process. We can assist you with change management and new device training. Service begins and your HP account manager becomes your day-to-day contact, providing insightful reporting and strategic Customer Business Reviews.

Step 1: Set up

Entitlement Process

HP's Entitlement Process is a data collection and device identification process to help HP support your devices. HP gathers information about the devices and current page counts. We verify devices are in a supportable state. The Entitlement Process enables us to verify an inventory list in relation to the contract for device management. HP works closely with you through the Entitlement Process to manage communication and outcomes.

Device Health Check

After contract signing, and before we initiate HP MPS, HP Authorized Service Technicians perform an onsite health check of each device on the HP MPS contract. Devices are checked for print quality and performance. Parts showing extreme wear are replaced, and broken devices are brought back to life when desired. Supplies are checked and replaced if significantly low. Parts and supplies replaced during a Device Health Check are billed on your first MPS invoice at our standard rates.

Stickering

At the completion of the health check exercise, each device receives a printer sticker containing a unique identification number for tracking in our service delivery system. The identification number is loaded into our database, along with instructions for technicians to locate the device. Over time, a service history is connected to this number as well. The printer sticker also instructs end-users about how to request service and supplies.



30-day Page Counts

HP will gather page counts close to the 30-day mark, both remotely for networked devices and manually for non-networked devices. In some geographic locations, HP may ask for your assistance in gathering this data, or we may jointly explore using industry averages to determine print volume. HP uses these 30-day Page Counts to forecast volumes for the first quarterly invoice.

Step 2: Change Management

On-boarding

The HP On-boarding team will meet with your team to jointly determine the following:

- Identification of project champion(s) and respective roles
- An implementation timeline
- Unique location logistics/communications, i.e., property security requirements
- Review of service level agreements and requirements for service delivery

Client Communications

HP can help you prepare employees for the transition, address concerns, and provide assistance around process changes. HP will collaborate with you to develop an internal communications plan to keep users informed of changes prior to implementation. HP will also work together with you to define the Service Request Process and communicate this information to end-users.

Service Request Process

Standard Process

HP's standard service request process enables end-users to contact HP directly. Service request lines are open Monday through Friday, 6:00 a.m. to 6:00 p.m. MST. When your employee calls HP at the toll-free number indicated on the printer sticker, they will be immediately connected to a person, not a phone tree. The HP dispatcher answering the phone will ask for the employee's name, company, printer identification number (found on the printer sticker), and a brief description of the reason for the call. The dispatcher will confirm the data in our system and create a service call. HP will typically keep an employee on the phone for no longer than 3-5 minutes while a service request is being placed.

Employees can also request service via our 24/7 web portal <http://www.hp.com/go/mpsservice> or e-mail cmps-us-dispatch@hp.com at any time to schedule service.

Routing calls through your Help Desk

Some clients prefer to route all requests for service/supplies through their Help Desk. We can accommodate this request; however, we strongly recommend allowing end-users to contact HP directly in order to experience the greatest time-savings benefit of HP MPS. Should you choose to route calls through your Help Desk we would place a slightly different printer sticker on your devices (see left) simply directing end-users to contact your Help Desk.



Step 3: New Hardware Training (when applicable)

If you are purchasing new HP hardware at the time of MPS initiation, HP or your partner will provide basic device training as determined during an on-boarding meeting. As devices are installed and configured, HP Authorized Service Technicians or the HP partner will conduct an informal walk-around training. This training covers the key features and benefits as well as performance capabilities of new devices including basic printing, fax, and scanner features, as applicable. This is a high-level overview training designed to provide a basic understanding of the device functionality such as how and where to load consumables, how to clear paper jams, how to access toner cartridges for changing, and simple front-panel tutorials. Options for more in-depth training is available (fees may apply).



Step 4: Service Delivery

HP MPS is provided in four different delivery models:



- **HP Premium:** HP Premium service offers priority, 2-hour onsite response for supplies and service requests and includes ink/toner installation services conducted by HP Authorized Service Technicians (an extra fee applies to this service).
- **HP Priority:** HP Priority service includes a 4-hour onsite response for service incidents and supplies shipments for customer installation.
- **HP Advantage:** HP Advantage is available in the majority of U.S. metropolitan areas. This service level offers next-business-day (NBD) response for service incidents. Supplies are shipped for customer installation.
- **HP Extended Reach:** HP Extended Reach is offered to provide onsite service response in areas where geographic proximity to HP Authorized Service Technicians is limited. Service timing is determined by location. All efforts will be made to deliver service by the next business day, although it may take longer. HP ships supplies for customer installation.

Preventive maintenance tasks are performed each time an HP Authorized Service Technician is onsite.

Methods of Supplies/Parts Delivery

Supplies Shipment Methods

For all service levels except HP Premium, supplies are shipped directly to the client for installation using a “just in time” process. End-users can personally request, or ATR processes will trigger (see following section: Automatic Toner Replenishment), a request for supplies shipment. Supplies are typically shipped via UPS in time to arrive before the current supplies run out. If necessary, supplies can be expedited if the situation warrants. Supplies will contain a packing list with information directing the supplies to the correct device requiring the supplies.

When HP Premium service is being provided, HP Authorized Service Technicians will typically bring the needed supplies with them when coming onsite to complete a cartridge exchange visit. However, in some geographic locations HP will arrange for a shipment of supplies to meet the technician prior to the visit.

Parts Shipment Methods

HP Authorized Technicians may receive needed parts to complete break/fix repairs in a number of different ways. Some geographies have unique characteristics requiring some creativity in shipping of parts to meet up with technicians prior to a break/fix repair visit. Technicians may receive parts in any of the following methods, with the exact method for each printer location, or for a specific service incident, being the determining factor:

- UPS forward-shipping locations coordinating with a technician’s home address
- UPS forward-shipping locations located close to client locations for technician pick-up
- Shipment of parts directly to the client for technician pick-up
- Designated in-metro pick-up locations for walking technicians in densely populated cities
- Regionalized warehouses providing support for frequent replenishment of van or trunk-stock in specific geographies

HP determines the appropriate method for shipping supplies and parts according to each service level requirement in each specific geography. Shipping methods may change over the life of the contract according to proximity of HP Authorized Service Technicians to device locations.



Automatic Toner Replenishment (ATR)

When utilizing ATR, a data collection agent application reports data and alerts HP when supplies are needed. An order for supplies is initiated and fulfilled, and the client receives a replacement set of supplies. The client exchanges cartridges and returns the empties for recycling. Specific criteria must be met before this service approach can be considered. Supplies outages can occur for a number of reasons which will be explained in detail should you choose to explore use of ATR.

For more information, please request the following document from your sales consultant:

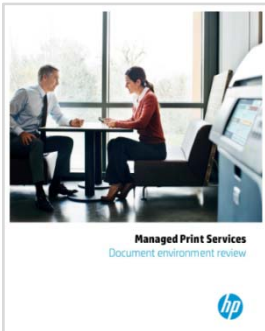
Learning Series: Automatic Toner Replenishment



Step 5: Account Management

HP will assign a dedicated account representative to you who will serve as your day-to-day contact. HP's account managers are MPS experts and are trained in customer support providing strategic guidance throughout the contract term.

HP's account managers are responsible for analyzing fleet data, delivering reports, conducting Customer Business Reviews (see Step 7), resolving billing issues, providing recommendations and addressing opportunities for improvement or issues as they arise.



Step 6: Reporting

HP utilizes an industry-leading analysis and reporting approach to provide extreme visibility into clients' print environments resulting in recommendations for potential office printing cost-savings and improved document management and workflow. HP's standard reports include a Document Environment Review and Trend Utilization Reports.

For more information, please request the following document from your sales consultant:

Learning Series: HP MPS Reporting Overview

Step 7: Customer Business Reviews

HP utilizes a Customer Business Review (CBR) process to address ongoing, active management of our clients' print environments. Every 3-6 months, your account manager will review utilization and trending reports with you, and make recommendations for relocating devices to achieve greater utilization, as well as retiring or refreshing printers to lower your overall costs of printing. CBR discussions can also uncover needs for solutions to support document management processes. CBR recommendations are intended to discover additional cost savings or identify process improvements over the term of the contract.



Step 8: Invoicing

HP invoices for service, supplies, and support on an all-inclusive, cost-per-page basis. HP MPS is a true *pay-for-print* model, meaning you pay only for the pages you print. **Our agreements do not include minimums or overage charges.** Client costs are based on a single black and/or color page

rate per printer engine. Invoicing typically takes place quarterly in arrears and is itemized by asset. Invoices can include grouping by location and/or department.

Invoicing monthly in arrears is an option for all clients, but it generally includes an up-charge to the cost-per-page rates. As such, monthly invoicing is not the most cost-effective offering for most clients, but HP understands that it can be the best fit for HP and many clients under certain circumstances and in certain situations.

Phase II: Optimize Devices



As HP monitors, services, and collects page counts for your fleet, we gather key information to make insightful optimization recommendations. After an initial service period (at least three months), your account manager will analyze gathered information and present strategic recommendations during a Customer Business Review meeting. HP will present optimization recommendations over the length of your contract to continually drive down costs.

Device Optimization

HP customizes optimization recommendations based on your objectives and goals. HP will audit, consolidate and right-size in order to balance the printing fleet. Devices are placed according to cost, usage, range and workflow.

Customized Approach

HP will meet with you to discuss your optimization goals and objectives. We will take into consideration your company culture, end-user needs and any other preferences you state. This customized approach sets HP apart from our competition. HP utilizes existing devices as much as feasible based on your budget and goals.

Optimization considerations may include:

- **Retain** – When devices are operating on an effective cost-per-page and usage volume and device capabilities are aligned, HP will recommend the devices remain as-is.
- **Replace** – HP will recommend replacing devices when they have reached the end of their useful life, or if operating on a high cost-per-page.
- **Remove** – HP often finds most clients have more devices than needed. We will recommend devices to be removed based on cost, performance and usage, with consideration for end-user productivity and needs.
- **Reposition** – Print needs change over time and sometimes simply repositioning devices or moving page volumes to another device can significantly lower your print costs.
- **Consolidate** – HP will review your fleet and provide consolidation recommendations to improve end-user productivity and satisfaction.

HP provides three types of optimization recommendations as part of our Managed Print Services contract.

User Optimization with JetAdvantage Insights

HP helps you further optimize your print environment with an intuitive print analytics solution, JetAdvantage Insights, that provides real-time visibility into your organizations print usage. HP can help you to:

- **Set print targets** – Set monthly targets for key print cost metrics, including color, simplex, desktop and total print monthly costs per employee.
- **Outliers** – Identify outliers that are driving print costs above target.
- **Curb personal printing** – Identify high cost print users and their printing behaviors to curb excessive printing.
- **Accountability** – Track print costs by region, department or location to increase visibility and accountability of printing costs to management stakeholders.

1:1 Optimization

This optimization project is based on device types and volumes only. In this type of optimization, we can make device replacement recommendations, but we cannot make device consolidation recommendations. HP delivers a proposed 1:1 hardware replacement/reposition recommendation, a list of recommended devices for purchase and a cost-savings analysis.

Onsite Optimization

HP can provide an on-site optimization analyst to work within predefined print policies to architect an optimization solution utilizing floor plans, interviews, workflow and cost data. On-site optimizations enable consolidation, cost-savings and workflow improvements. On-site optimizations that include on-site mapping are considered as requested and qualified, and are treated as separate projects requiring a signed statement of work. HP's statement of work will outline specific deliverables. A fee will apply for this service and this service is performed outside of the Manage Print Services Agreement.



Phase III: Improve Workflow

Fleet optimization represents just 10% of your total addressable costs. The remaining 90% of your costs live inside of business processes and significant cost-savings opportunities exist by implementing solutions. As one of the longest-tenured technology companies in the world, HP has developed many proprietary business workflow and printing software solutions. HP also has strong partnerships with other solutions providers to provide a wide range of software and services to meet your workflow needs. These partnerships include alliances with PaperCut (secure printing and print waste reduction for multivendor fleets) and DocuWare (document workflow management).

HP has a robust solutions portfolio to meet your current and future needs. They fall within three categories:

Security

HP Access Control

Enhance security, help reduce costs, and improve productivity in the print environment with the suite of HP Access Control (HPAC) Printing Solutions. HPAC enables you to receive print authentication, authorization, accounting, auditing, and secure pull-printing capabilities that are scalable across your organization.

JetAdvantage Security Manager

JetAdvantage Security Manager enables an effective, policy-based approach to securing HP enterprise imaging and printing devices. Print administrators and corporate security officers can streamline the process to securely deploy and monitor devices by applying a single security policy



across the fleet. JetAdvantage Security Manager utilizes HP Instant-on Security and actively maintains and verifies compliance by reporting against defined security policies.



Workflow

HP Capture and Route

The HP Capture and Route solution is a cost-effective way to digitize and distribute documents faster than ever before. Using your existing MFPs, scanners, or digital senders, you can easily convert paper documents into a variety of digital formats quickly, and route the information with the touch of a button.

HP Embedded Capture

Paper-based processes can burden employee productivity and lead to rising business costs. With the HP Embedded Capture solution, clients can make scanning and routing as convenient as pressing a button to boost efficiencies and help reduce costs.



Mobility

HP ePrint Enterprise

HP's "inside the firewall" solution for secure mobile/cloud printing, HP ePrint Enterprise software suite immediately enables every HP device, old or new, to receive and print jobs that were sent to the printers and MFPs wirelessly, through e-mail-ready mobile devices such as phones, tablets, and the Apple iPad. This solution is compatible with any PCL 5 compliant printer and supports a mixed OEM environment.



Section 3: The next-generation A3 portfolio

16^{new} platforms
More than 50
unique models



With this next-generation lineup, HP offers up to 50% more device categories than leading competitors. Choose from a comprehensive portfolio of A3 and A4 managed devices and accessories. Get HP quality, reliability, security, and solution support across the board— printers and MFPs, LaserJet and PageWide, color and monochrome.



Maximize uptime.

HP managed printers and MFPs have fewer replacement parts and consumables for significantly less user intervention.



Affordable color.

With HP PageWide, get color at a similar cost per page as black-and-white. HP LaserJets deliver consistent, glossy, print-shop quality color.



The world's most secure printing.

Innovative HP technology and solutions help you defend your network and meet compliance regulations.



Now it's easier than ever to find the perfect device to fit your printing needs. Support small workteams up to large departments with A3 devices ranging from 25 to 60 ppm.



HP PageWide

Affordable color, fastest-in-class print speeds,³ and up to 50% less energy usage than lasers.⁴



HP LaserJet

Leading LaserJet performance, print-shop quality color, and HP's best value for black-and-white printing.



Affordable color



The low operating cost of a copier



Professional document quality



Professional plus premium document quality



HP's fastest printing technology



Fast speeds from business-class to enterprise

Consistency across the HP A3 and A4 portfolio of printers and MFPs

Easy-to-use color touchscreens

Legendary HP reliability

Scan-optimized Flow MFPs available

Full HP and third-party solutions support

Industry-leading security¹

Comprehensive paper-handling accessories

With total input up to 6,140 pages⁵ and a variety of finishing options (select accessories shown)

1x550 A3 Feeder

2,000 High Capacity Input

2x2,000 A4 Stand

Single Cabinet/Stand

Booklet Finisher

Stapler/Stacker/Hole Punch



Defend your network with the world's most secure printing.¹

Unsecured printers can open your network to attack. That's why HP provides the industry's strongest print security to help protect your devices, data, and documents.¹



Secure the device

HP Sure Start keeps BIOS safe

Whitelisting keeps firmware safe

Run-time intrusion detection keeps memory safe

HP JetAdvantage Security Manager keeps the fleet secure



Secure the data

Authentication prevents unauthorized access

Encryption prevents data theft and alteration

Monitoring identifies threats and self-heals



Secure the document

Workplace privacy and compliance through secure document workflows

Anti-counterfeit tools deter tampering and fraud

¹ Based on HP review of 2016 published security features of competitive in-class printers. Only HP offers a combination of security features that can monitor to detect and automatically stop an attack, then self-validate software integrity in a reboot. For a list of printers, visit: hp.com/go/PrintersThatProtect. For more information: hp.com/go/printersecurityclaims.

² Based on InfoTrends August 2016 report: "HP Market Leadership by Product Segments."

³ HP prediction derived from comparison of Enterprise devices based on manufacturers' published specifications of fastest available color mode of color business A4 MFPS \$1,000-\$3,000 USD and color business A4 printers \$500-\$1,249 USD as of November 2015, excluding other HP PageWide products, and products with 1% or lower market share using market share as reported by IDC as of Q3 2015. HP PageWide speeds based on General Office mode and exclude first page. Learn more at hp.com/go/printerspeeds.

⁴ HP prediction derived from energy claim for Enterprise devices based on TEC data, reported on energystar.gov. Data normalized to determine energy efficiency of majority of in-class color laser MFPS \$1,000-\$3,000 USD and color laser printers \$500-\$1,249 USD as of November 2015; market share as reported by IDC as of Q3 2015. Actual results may vary. Learn more at hp.com/go/pagewideclaims.⁵ Purchase of optional paper trays required to reach maximum input capacity.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

April 12, 2018
MPS-US081816308

This HP Managed Print Services and Statement of Work ("SOW") is made on the Effective Date specified below between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchases and HP's provision of managed print and support services (the "Services") from HP. This SOW is attached to and forms part of the HP Customer Terms – Support Agreement attached hereto as Exhibit A ("Agreement") and is governed by and subject to the California Multiple Award Schedule Contract Number 3-17-05-0001A. This SOW must be signed by both parties to be effective. Capitalized terms not defined herein are defined in the Agreement.

TERM: 60 MONTHS

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Toner and Ink Cartridges | <input checked="" type="checkbox"/> Repair Services | <input checked="" type="checkbox"/> Customer Business Reviews |
| <input checked="" type="checkbox"/> Maintenance Items | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit | <input checked="" type="checkbox"/> Assigned Account Manager |
| <input checked="" type="checkbox"/> Toner and Ink Cartridge Disposal | <input checked="" type="checkbox"/> Phone and Online Support | <input checked="" type="checkbox"/> Remote Monitoring Software |
| <input checked="" type="checkbox"/> Location Specific Response Times | | |

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP M175	Black	\$0.0458	MPS	HP M175	Color	\$0.1954	MPS
HP M451	Black	\$0.0215	MPS	HP M451	Color	\$0.1009	MPS
HP M452	Black	\$0.0233	MPS	HP M452	Color	\$0.0969	MPS
HP M553	Black	\$0.0157	MPS	HP M553	Color	\$0.0611	MPS
HP OJP 8720	Black	\$0.0205	MPS	HP OJP 8720	Color	\$0.0686	MPS
HP OJP X476	Black	\$0.0140	MPS	HP OJP X476	Color	\$0.0528	MPS
Xerox 6180	Black	\$0.0648	MPS	Xerox 6180	Color	\$0.2856	MPS
HP 1320	Mono	\$0.0271	MPS	HP 2300	Mono	\$0.0255	MPS
HP 9050	Mono	\$0.0105	MPS	HP M1212	Mono	\$0.0318	MPS
HP M1536	Mono	\$0.0286	MPS	HP M201	Mono	\$0.0259	MPS
HP M203	Mono	\$0.0259	MPS	HP M401	Mono	\$0.0209	MPS
HP M402	Mono	\$0.0160	MPS	HP M501	Mono	\$0.0143	MPS
HP M506	Mono	\$0.0118	MPS	HP M712	Mono	\$0.0113	MPS
HP P1102	Mono	\$0.0318	MPS	HP P1606	Mono	\$0.0286	MPS
HP P2035	Mono	\$0.0285	MPS	HP P2055	Mono	\$0.0203	MPS
HP P3005	Mono	\$0.0158	MPS	HP P3015	Mono	\$0.0164	MPS
Brother HL-5280	Mono	\$0.0303	MPS	Brother HL-5370	Mono	\$0.0242	MPS
Lexmark E260	Mono	\$0.0364	MPS				

SUPPORT PROGRAMS (PROG.):

Managed Print Services (MPS): Includes toner and ink cartridges, maintenance kits, parts, and repairs.

Service requests can be made twenty-four (24) hours a day, seven (7) days a week by calling HP's toll-free number (1-800-745-2025) and leaving a voice mail or through the online portal (www.hp.com/go/mpsservice). Upon receipt of any supplies provided by HP under this Schedule, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current retail list price, for any supplies that are lost, stolen or damaged. Supplies provided by HP under this Schedule may only be used on devices covered under this Schedule. At the end of the Term, unused supplies provided by HP under this Schedule shall be returned to HP and are the property of HP at all times unless otherwise specified. HP encourages Customer to use HP's free cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details. Except to the extent that a specific requirement is set out in this Schedule, HP will manage the method and provision of the support programs in its sole discretion.

SERVICE LEVEL DEFINITIONS:

MPS Response Times: HP offers four (4) response times depending on locations:



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

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HP Premium – Priority 2-Hour Response with toner and ink installation

HP Priority – Priority 4-Hour Response, toner and ink drop ship

HP Advantage – Next Business Day Response, toner and ink drop ship

HP Extended Reach – Depending on location, it may be greater than Next Business Day Response, toner and ink dropship

MPS Response Times only applies to devices supported by the MPS program. Location specific MPS Response Times can be found in Exhibit B, attached hereto. All Response Times are determined by the ZIP codes listed in Exhibit B, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

TERM, TERMINATION & RENEWAL.

The term of this SOW will begin on the SOW Effective Date and will continue for the Term indicated above. This SOW will automatically renew for successive twelve (12) month terms unless (i) HP is notified, in writing, of Customer's intention not to renew at least sixty (60) days before the Term expiration; or (ii) HP notifies Customer of its intent not to renew. Rates listed in the Pricing Schedule above are fixed for the initial Term of this SOW. HP reserves the right to increase the rates at each renewal.

Customer may only terminate this SOW in the event of HP's non-performance. HP will have thirty (30) days from Customer's written notice to cure such concerns. If HP's cure does not resolve Customer's reasonable concerns within the thirty (30) day period, this SOW will terminate, with no Termination Fee, ninety (90) days after the written notice was received.

This SOW may not be cancelled for convenience by Customer. In the event of any early termination of this SOW for any reason other than HP's non-performance, HP, in its sole discretion, may assess and invoice Customer the number of impressions estimated to be remaining for the term of this SOW based on the most recent historical impression counts ("Termination Fee"). Upon termination of this SOW, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this SOW, including any applicable Termination Fee.

HP reserves the right to terminate this SOW at any time.

DEVICES COVERED UNDER THIS SOW.

The impression rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within Customer's supportable locations and Customer keeping the remote monitoring software active and reporting. All devices of a similar model/series must be enrolled in a support program and covered under this SOW unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this SOW is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP will notify Customer and, with Customer's approval, will provide those parts and repairs at HP's standard parts and service rates. If a mono device to be enrolled is in a "toner low" or "ink low" condition, Customer will be invoiced 50% of the retail price of a new toner or ink cartridge. If a color device to be enrolled is in a "toner low" or "ink low" condition, Customer will not be invoiced for the first cartridge, but will be invoiced for additional cartridges at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer for all devices covered under this SOW.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

HOURS OF SERVICE.

HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, but does provide technician support during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down between Christmas Day and New Year's Day

PRICING.

Customer will be billed at the per impression rates by device model/series as listed in the Pricing Schedule. One (1) 8 1/2" x 11" (A4) print will be charged as one (1) impression. One (1) 8 1/2" x 14" (legal) print will be charged as one point three (1.3) impressions. One 11" x 17" (A3) size print will be charged as two (2) impressions. A duplex print will be charged as two (2) times the number of impressions that would be charged for a one-sided print. All other page sizes will be charged as reported by the device. If no purchase order is issued then, by signing this SOW, Customer authorizes HP to provide the Services and will not contest payment. HP reserves the right to change credit or payment terms due to adverse changes in Customer's financial condition or payment history.

CUSTOMER REQUIREMENTS.

Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit B. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the Device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

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no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this SOW, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP also uses the remote monitoring software to collect impression counts for billing. If HP is unable to retrieve impression counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled. HP may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

Special note for devices not capable of reporting page counts: There are some older printers or devices more suited for personal use that are unable to report page counts for regular collection. For these models, pricing will be based on actual ink or toner cartridges delivered to Customer during the billing period. HP will use the manufacturer's stated yield as assumed use for each cartridge, multiplied by the impression rates listed in the Pricing Schedule; actual impression counts will not be reported. This does not apply to devices that are capable of reporting page counts, but which are not reporting page counts as a result of the monitoring software being de-activated or otherwise failing.

Special note for mSKU devices: Any devices designated as mSKU devices in the Pricing Schedule must be connected to the JetAdvantage Management (JAM) software at all times. Customer must assist HP in a timely installation of JAM and support HP in resolving any issues with devices that are not properly connected to JAM. Use of supplies on any mSKU device that are not provided directly by HP as a part of this SOW may result in the device being disconnected from JAM. HP may increase the impression rate of any mSKU device that is disconnected from JAM, on a forward looking basis, if such non-reporting condition is due to Customer or lack of cooperation of Customer. HP will notify Customer of any adjustment to the impression rates. HP will implement the new impression rates unless notified of a concern within ten (10) Business Days from the notice date. In case of timely notification of concern, HP and Customer will work in good faith to resolve the dispute in a timely manner. During such time, Customer will be invoiced and pay the unadjusted impression rates until resolution of the dispute.

TONER COVERAGE.

HP regularly reviews toner consumption. If it is discovered that there are devices that are printing with greater than 7% toner coverage for mono, and 28% toner coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner coverage below these limits, HP may increase the rates by the same percentage that the toner coverage exceeds the targets. Those increased rates will remain in place until the next annual review.

DEVICE OBSOLESCENCE.

When the manufacturer no longer supports a device and replacement parts are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

ITEMS NOT COVERED.

The following items are not covered under the Services: paper, staples, font cartridges, firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards.

REMOVAL OF CONFIDENTIAL INFORMATION.

In the event that Customer requests that HP repair or replace a device or upon termination of the SOW, Customer shall have completed final data disposition of any confidential or proprietary Customer information, including Personally Identifiable Information (PII) and Protected Health Information (PHI), on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP. Customer remains fully responsible for the protection and privacy of the data residing on such device and HP is not responsible for any of Customer's confidential or proprietary information contained in the device which is delivered to HP.

SOW REVISIONS.

If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the SOW, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this SOW to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

ASSIGNMENT.

Neither this SOW nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior written consent of the other; provided, however, that in the event of a transfer (through a spin-off, split-off, sale of assets or other similar transaction, whether by contract or through operation of law) of one of the business units of HP, HP shall be entitled to assign and/or delegate any rights and obligations under this SOW that pertain to the transferred business unit to the party acquiring such transferred business unit or an affiliate of such party or relevant third party provider. HP shall provide a written notice to Customer as soon as reasonably practicable after any assignment and/or delegation of any of its rights or obligations pursuant to the above.

PUBLICITY.

HP may use Customer's name and identification of this engagement in connection with general lists of customers and experience.

INVOICING.

HP will invoice monthly in arrears, based on the impressions made during the previous month. Invoice terms are Net 30.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

April 12, 2018
MPS-US081816308

HP and Customer agree by application of their duly authorized representative's respective signatures below that this SOW should become effective as of the SOW Effective Date. Customer also warrants that signature of this SOW authorizes HP to provide the Services and that Customer will pay for all Services provided under this SOW. This SOW must be signed within ninety (90) days from the date listed in the header of this SOW. The Parties also agree that this SOW and any subsequent amendments or change orders are binding upon HP and Customer.

SOW EFFECTIVE DATE: _____

HP INC.	FOUNTAIN VALLEY SCHOOL DISTRICT
Signature:	Signature:
Printed Name: Kelly Larsen	Printed Name:
Title: Director US MPS Specialty Sales	Title:
Date:	Date:
Address: 11311 Chinden Blvd. MS 335 Boise, ID 83714	Address: 10055 Slater Ave Fountain Valley, CA 92708
Contact Name: Lori Gabaldon	Contact Name:
Contact Email: lori.gabaldon@hp.com	Contact Email:
Contact Phone: 360 212 4537	Contact Phone:



EXHIBIT A: HP CUSTOMER TERMS – SUPPORT AGREEMENT

1. Parties. These terms represent the agreement (“**Agreement**”) that governs the purchase of support services from the HP Inc. entity identified in the signature section above (“**HP**”) by the Customer entity identified above (“**Customer**”). HP and Customer may be individually referred to as “**Party**”, and collectively as the “**Parties**”.

2. Orders. “**Order**” means the signed HP Managed Print Services and Statement of Work including any supporting material which the Parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

5. Support Services. HP’s support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

6. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from: (1) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP’s control.

7. Dependencies. HP’s ability to deliver services will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Change Orders. Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations or modify current service locations will require a Change Order signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates.

9. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

11. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer’s prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or HP may procure a license. If these options are not available, HP will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.

12. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information

remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

13. Personal Information. Each Party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“**PII**”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

14. Global Trade compliance. Services provided under these terms are for Customer’s internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

15. Limitation of Liability. HP’s liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

16. Disputes. If Customer is dissatisfied with any services purchased under these terms and disagrees with HP’s proposed resolution, both parties agree to promptly escalate the issue to a Director (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

17. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Termination. Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties’ respective successors and permitted assigns.

19. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

April 12, 2018
MPS-US081816308

EXHIBIT B: SLAs by LOCATION

Address	City	State	ZIP	MPS Response Time	Toner/Ink Install
10055 Slater Ave	Fountain Valley	CA	92708	HP Priority	No
17340 Santa Suzanne Street	Fountain Valley	CA	92708	HP Priority	No
17415 Los jardines West	Fountain Valley	CA	92708	HP Priority	No
17615 Los Jardines East	Fountain Valley	CA	92708	HP Priority	No
18313 Santa Carlotta Street	Fountain Valley	CA	92708	HP Priority	No
18720 Las Flores Street	Fountain Valley	CA	92708	HP Priority	No
8778 El Lago Street	Fountain Valley	CA	92708	HP Priority	No
9675 Warner Ave	Fountain Valley	CA	92708	HP Priority	No
8787 Dolphin Street	Huntington Beach	CA	92646	HP Priority	No
9101 Brabham Drive	Huntington Beach	CA	92646	HP Priority	No
9800 Yorktown Ave	Huntington Beach	CA	92646	HP Priority	No

MPS Response Times: HP offers 4 response times depending on locations:

HP Premium – Priority 2 Hour Response, toner and ink installation (available in limited markets only)

HP Priority – Priority 4 Hour Response, toner and ink drop ship

HP Advantage – Next Business Day Response, toner and ink drop ship

HP Extended Reach – Depending on location, it may be greater than Next Business Day Response, toner and ink drop ship

All Response Times are determined by the ZIP codes listed above, therefore, if a location is listed with an incorrect ZIP code, then the Response Time may be incorrect and will be corrected by way of a Change Order.

Case study

Pasadena Unified School District

District improves service, cuts costs with HP MPS



Industry

K-12 Education

Objective

Improve printer service response and cost efficiency, while reducing internal IT support requirements; consolidate print environment

Approach

Engage HP Managed Print Services

IT matters

- Speed service response time from 2-4 days to within 24 hours
- Reduce number of printers by more than 30%¹
- Supplies delivery eases inventory management
- Free IT staff for strategic initiatives

Business matters

- Increase end-user satisfaction; eliminate complaints
- Engage with vendor that proactively recommends optimization
- Identify \$5,000 in savings over first contract year
- Support transition to digital workflows



“Every decision is driven by cost and customer satisfaction. HP MPS delivers service end users rave about. At the same time HP finds ways for the District to reduce costs.”

—Tendaji Jamal, Chief Technology Officer, Pasadena Unified School District

California’s Pasadena Unified School District (USD) enrolls 18,000 students at 32 sites covering three city municipalities spread over 36 square miles. The district used non-HP managed print services and was dissatisfied. Slow response times generated user complaints that often escalated to district staff. In addition, instead of repairing printers, the vendor habitually recommended purchasing new devices at additional cost. Pasadena changed all that with a move to HP Managed Print Services (MPS).

Even as it embraces digital technologies, Pasadena USD uses printers at its school campuses and in its business offices to print reports, memoranda, flyers, presentations, and other documents. End users include the superintendent, office managers, administrative assistants, teachers, principals, counselors, deans, and registrars. With the previous print provider, all user groups were complaining.

Slow response, user complaints spur change

Users were frustrated that it took two to four days for service. When technicians finally arrived, they often failed to bring replacement parts with them. District personnel concerned about IT budgets didn't appreciate that the vendor frequently advised replacing rather than repairing printers, costing more now for some hypothetical future return on investment.

The IT department opted to repair printers on its own, burdening the six field technicians who provided all of the district's technology support needs. Too often, complaints reached all the way to the IT director. "I would receive calls and emails with issues and concerns about the print solution," recalls Tendaji Jamal, Chief Technology Officer, Pasadena USD. "That means issues escalated past my help-desk lead, past my technical-repair lead, past my operations coordinator, and made it all the way to me."

Colleagues recommend HP MPS

Looking for a better solution, Jamal consulted colleagues at the California Educational Technology Professionals Association (CETPA). They recommended an HP MPS program to optimize, manage, and improve their printing and digital workflows.

"Several people in my CETPA consortium said they use HP MPS and it's great."

– Tendaji Jamal, Chief Technology Officer, Pasadena Unified School District

"We decided HP MPS was the best fit for our District. I was upfront that our goal was to transition to a paperless environment and HP was willing to jump in and help us with that initiative."

– Tendaji Jamal, Chief Technology Officer, Pasadena Unified School District

"Several people in my CETPA consortium said they use HP MPS and it's great," Jamal says. "We considered different options and decided HP MPS was the best fit for our district." One reason was that HP MPS embraced Pasadena USD's commitment to digital workflows. "I was upfront that our goal was to transition to a paperless environment, so our trend was to decrease print output year by year," Jamal says. "HP MPS was willing to jump in and help us with that initiative—to look at the big picture and our long-term goals rather than lining their own pockets with this immediate project."

Finding \$5,000 optimization savings in first year

HP MPS assessed the district's existing print infrastructure and identified \$5,000 in possible savings in the first contract year by optimizing printer placement—shifting under- and over-utilized printers to where they would deliver the most bang for the buck. "I just assumed that it would come down to 'You have to buy x, y, and z.' But when we sat down to have the conversation, the HP MPS team said, 'No, you don't need to buy anything. Let's just move this device here and that one there, so you can get better value.'"

Pasadena USD previously had a variety of printer makes and models. Today it standardizes on four HP LaserJet models, mostly black-and-white, and has removed 250 to 300 legacy printers from its environment—some so old that Jamal can only speculate how much energy they were consuming.

HP LaserJet printers are networked with access controlled via Microsoft® Active Directory®. Pasadena USD also protects



information through the physical placement of printers. For example, in the registrar's office where employees handle sensitive student information, users print only to devices in their area. Employees thus gain access to printers matching their job needs.

“Schools rave about the fact that HP supplies just magically appear. They don’t have to take the initiative to call and make it happen.”

– Tendaji Jamal, Chief Technology Officer, Pasadena Unified School District

Service response time is clearly much improved and has accelerated from up to four days to within 24 hours with HP MPS—with simple and efficient repairs rather than the previous more costly printer replacement recommendations.

Toner “just magically” appears

End users also are delighted by toner replacement. Before, they had to request supplies replenishment, which was enough of a bother that they'd order extra and stockpile it. This approach tied up funds and space, and created stashes of useless toner for out-of-commission printers. Now HP MPS technicians deliver supplies proactively based on alerts received from HP's remote monitoring process.

“Schools rave about the fact that toner just magically appears,” Jamal says. “They don’t have to take the initiative to call and make it happen. And since they’re not stockpiling anymore, it represents another cost savings.”

HP MPS supports digital future

The past year has seen transformative change at Pasadena USD including a new superintendent; new department chiefs; school construction; a classroom laptop initiative; and an overall strategy to move toward digital workflows. The HP MPS relationship supports all changes now and for the future. With field technicians no longer troubleshooting printer issues, cost savings have gone back into the general fund and helped fund additional technicians to support the student laptop rollout. As the district moves ahead with its digital-workflow initiatives, HP MPS can bring a wide range of resources to bear, from multifunction printers serving as digital on-ramps to electronic workflows, to mobility and document-management solutions.

Jamal no longer receives complaints about printers needing supplies or service; therefore his involvement with the print infrastructure is more strategically focused on improvement and optimization instead of maintenance and repair. He finds himself aligned with HP who takes the initiative to think ahead on his behalf.

“We talked about how to improve efficiency even more based on the information in the MPS usage reports. We made some easy changes that better matched user needs, providing additional savings.”

– Tendaji Jamal, Chief Technology Officer, Pasadena Unified School District

Over the past year of transition in district leadership and technology, Jamal wanted to analyze HP MPS usage reports to identify

possible greater efficiencies. With all the other changes in the district, he simply could not find the time. No problem – the HP MPS team did it for him. “We talked about how to improve efficiency even more based on the information in the MPS usage reports. We made some easy changes that better matched user needs, providing additional savings.” I said, ‘Wow, this is the exactly what I was looking to sit down and pinpoint.’ The fact that HP not only did it for me, but tracked me down to say, ‘Hey, look at this,’ was huge for me. That’s the kind of partner I want to work with.”

Learn more at
hp.com/go/mps

Customer at a glance

Application

District-wide printing of primarily black-and-white office and classroom documents

Hardware

- HP LaserJet Printers

Services

- HP Managed Print Services

Supplies

- HP Original supplies

¹ 800 printers – 250 printers = 550 printers remaining,
a reduction of more than 30%

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hp.com/go/getupdated

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4AA6-3869ENW, March 2016



Case study

Rialto Unified School District

K-12 district reduces print costs 40% with HP MPS



Industry

K-12 Education

Objective

Reduce printing expenses while upgrading print infrastructure features and reliability within bold timeframe

Approach

Engage HP Managed Print Services to rapidly deploy and manage right-sized HP LaserJet printers

IT matters

- Meet aggressive deployment schedule to replace 1,432 printers within one month
- Simplify by standardizing on one mono and one color printer model
- Gain wireless capability, energy efficiency and reliability in print devices

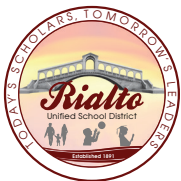
Business matters

- Reduce print costs 40%¹
- Save \$400,000 annually¹
- Support educational mission



“HP MPS was invested in our success from the beginning, enabling us to cut print costs by 40%¹ while replacing more than 1,400 district printers on an aggressive timeline.”

—Daniel Distrola, purchasing manager, Rialto Unified School District



California's Rialto Unified School District was burdened by aging, unreliable, and costly print devices under a service contract with another print vendor. When that contract expired, Rialto looked to improve its print environment and turned to HP Managed Print Services (MPS). With HP MPS, the District was able to upgrade its printers while cutting print costs by 40%¹. HP MPS teamed with District staff to meet a zealous schedule and replace 1,432 devices within one month.

Printing is central to the educational mission of Rialto Unified School District, which provides K-12 education to 26,485 students. In the past, printers appeared in classrooms and administrative offices of this 3,800-employee District.

Considering what the District was paying for printing under its old contract, the total cost was too high. “We were overpaying for outdated equipment,” says Daniel Distrola, Rialto USD’s purchasing manager, “and we had nothing to show for it at the end of the lease term.”

The original five-year contract had been extended for two years and was set to expire at year-end. Some of the printers had been present for seven years, all were aging, and breakdowns were increasing. Rialto considered managed print proposals from three vendors and selected HP. HP MPS combines innovative hardware, software, and services to optimize, manage, and improve printing and digital workflows.

The District was already a satisfied user of HP notebook PCs and chose to leverage the expertise in HP MPS to standardize on the right print devices for its volume and functionality needs. Then the real test began to successfully replace the 1,432 old printers on a very aggressive schedule.

“I had to look board members in the eye and say, ‘I guarantee you this will get done.’”

– Daniel Distrola, purchasing manager, Rialto Unified School District

Standardizing for simplicity

Purchasing Manager Distrola wanted, for the sake of simplicity, to standardize on one mono and one color model that would meet all the District’s varied needs. “I wanted to make sure they could serve as workhorses,” he says.

The HP MPS team examined the usage history of the existing printers to determine volume needs, and also discovered which features end users needed. Wireless capability was the top request from District employees. For mono

printing, Rialto chose the HP LaserJet Pro M401dne printer, and for color the HP LaserJet Enterprise M551 printer.

“It was amazing teamwork. They moved mountains to get this done, and HP MPS was commanding the ship.”

– Daniel Distrola, purchasing manager, Rialto Unified School District

These ENERGY STAR® Qualified printers increase the District’s energy efficiency, provide professional-quality output and are easy to use. They also come endowed with security authentication features the District may deploy as needed, and HP ePrint capabilities for remote and mobile printing.

“Our deployment was all contained in one environment,” Distrola says. “There’s no unnecessary complexity of School A wanting certain models and School B wanting others. Thanks to standardization, we’re all heading in the same direction.”

Meeting challenging timeline

Given the contract expiration and holiday break were at the same time, it was ideal for the entire project to take place in this short schedule. There would be minimal disruption to teachers, students and administrators. One contract would end and the HP MPS contract would begin. After Distrola and his team gained board approval of the HP MPS contract, they had to act fast to replace 1,432 old printers on a very intense schedule of just one month. The previous vendor, which had taken approximately four times as long to install the printers, told District leaders it could not be done. It warned that Rialto was heading toward disaster; schools would open after winter break without functioning printers. Distrola put his credibility on the line to disagree. “I had to look board members in the eye and say, ‘I guarantee you this will get done,’” he recalls.

What Distrola knew was that the HP MPS team, even before the District was clear to order printers, had been working on a game plan and school-by-school installation schedule. Once

Customer at a glance

Application

School district classroom and administrative printing

Hardware

- HP LaserJet Pro M401dne Printers
- HP LaserJet Enterprise M551 Color Printers

Services

- HP Managed Print Services

Supplies

- Original HP Supplies Cartridges

it received the green light to proceed, the HP team sprang into collaborative action with the District. Distrola credits the implementation project's success to the combined effort of Rialto's purchasing department; six IT department staff members; two warehouse workers who loaded and unloaded trucks; a third party technology services firm; and HP MPS resources.

"It was amazing teamwork," he says. "They moved mountains to get this done, and HP MPS was commanding the ship. Our HP MPS contact was here all the time making sure everything ran smoothly."

Slashing print costs

HP MPS replaced the existing printer fleet with HP LaserJet printers. Since then, with the opening of new classrooms, the number of printers has risen to approximately 1,500. Under a four-year contract with a Fair Market Value option, the District may acquire the devices if it wishes to at the end of the term. Meanwhile, there are no penalties associated with minimum or maximum page counts, and the District pays only for pages printed.

HP MPS provides HP Original Supplies cartridges as needed, and the District contract includes a premium service response time. Rialto appreciates that HP MPS consistently sends the same one or two technicians. "That's important to us," Distrola says. "These technicians are familiar with our schools, they know where to park and what to do—and the secretaries know them. We don't have to worry about strangers coming onsite to work with our staff and be on our campuses."

With HP MPS, Rialto USD has slashed its print costs by 40%¹, saving \$400,000 a year. It has deployed feature-rich, energy-efficient printers that help faculty and administrators alike perform their jobs more effectively. Administrative employees appreciate the ability to print remotely from their notebook PCs, tablets, or smartphones.

"I can't say enough good about the HP team. They were invested in our District and the success of this project."

– Daniel Distrola, purchasing manager, Rialto Unified School District

Teachers like the HP LaserJets because they could not laminate or write on printed pages before due to the previous printers' wax ink technology. Original HP toner eliminates this problem while providing exceptional print quality and reliable performance.

The District was also upgrading equipment in its print shop at the same time it was replacing old devices with HP LaserJets. During this transition month, HP devices received much heavier-than-normal usage—and delivered outstanding performance. "They weren't designed for print-shop volumes but they held up to the extra print demands," Distrola says.

The District funds the cost of lease payments but the sites have to cover their cost of print, Distrola adds. With the granular usage visibility provided by HP MPS reports, Distrola can send schools copies of their printing history. If printers are comparatively overused, schools can take steps to bring usage and costs in line.

The HP team meets with Distrola to review reports and identify possible ways to better serve the District. "I can't say enough good about the HP team," he says. "They were invested in our District and the success of this project from the beginning. Our HP contact stays in touch to make sure everything is ok and addresses our needs right away. I highly recommend HP MPS."

Learn more at
hp.com/go/mps

¹ Annual printing costs of \$1M reduced by \$400,000 = 40% cost savings

Sign up for updates
hp.com/go/getupdated





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SO: 2018-19/B19-11
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report**
(Quarter #1: July 1 – September 30, 2018)
DATE: October 5, 2018

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: July 1 through September 30, 2018

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2018-19 year and approves its submittal to the Orange County Department of Education.

2018-19 Quarterly Report Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

- | | |
|--|---|
| <input checked="" type="checkbox"/> Quarter #1 July 1 - September 30, 2018
<input type="checkbox"/> Quarter #2 October 1 - December 31, 2018
<input type="checkbox"/> Quarter #3 January 1 - March 31, 2019
<input type="checkbox"/> Quarter #4 April 1 - June 30, 2019 | Report due by October 26, 2018
Report due by January 25, 2019
Report due by April 26, 2019
Report due by July 26, 2019 |
|--|---|

Check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
TOTALS	0	0	0

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 10/11/2018

Please submit to:

Alicia Gonzalez
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371



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: APPROVE THE USE OF CMAS CONTRACT NO. 3-15-84-0042A FOR THE PURCHASE OF ACCESS, SECURITY, ALARM, AND SIGNAL SYSTEMS

DATE: October 2, 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 new security alarm systems. 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 September 2014, CMAS NO. 3-15-84-0042A was issued to TIME and ALARM SYSTEMS for DIGITAL MONITORING PRODUCTS - DMP (District Standard) by the State. Board approval is required to utilize the contract 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 use of the 2015 - 2019 CMAS Contract No. 3-15-84-0042A and any extensions to purchase DMP access, security, alarm, and signal systems from TIME and ALARM SYSTEMS to meet the needs of the District.

April 8, 2015

Mr. Keith Senn
Time and Alarm Systems
3828 Wacker Drive
Mira Loma, CA 91752

Subject: Time and Alarm Systems California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-15-84-0042A
CMAS Contract Term: April 8, 2015 through September 30, 2019
Base GSA Schedule No.: GS-07F-0298J

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract 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 contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.


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

It is the 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 Q2-2015 (APR-JUN)
DUE BY JULY 15, 2015.

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 contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.


JANNA WELK, Program Analyst
California Multiple Award Schedules Unit



Quick Tips & Important Things to Remember as a CMAS Contract Holder

General Information

- Upon receiving a new CMAS contract, contractor should review the information about their contract at the CMAS website shown below and report any errors to the CMAS Unit.
- To assist with the management of your CMAS contract, use the "CMAS Contract Management & Information Guide", which can be accessed at <http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx> then select "For Suppliers/Contractors".
- Ensure your sales representatives read and know your CMAS contract.
- If there is a change to your address, phone or fax number, or contact person, notify the CMAS Unit utilizing Exhibit E in the "CMAS Contract Management & Information Guide".
- Notify the CMAS Unit if there is a change in your small business or DVBE status so your contract can be modified.
- Contractors who are not a California certified small business pay a 1% incentive fee for CMAS sales to local government agencies.

Press Releases

Prior approval is required from the State for all press releases regarding CMAS contracts.

Contract Extensions and Renewals

- If the base GSA contract has been extended for one year or less, submit a letter requesting the same extension for your CMAS contract and attach documentation of the GSA contract extension.
- If the base GSA contract has been renewed for more than one year, submit a renewal application 60 days prior to the expiration of your CMAS contract. Renewals have same the requirements as new contracts, so see the "CMAS Contract Application" for information.
- Determine if the base GSA contract was extended or renewed by searching the GSA e-Library at: www.gsaelibrary.gsa.gov.

eProcurement

Suppliers must register via the DGS eProcurement System. Training for suppliers on registering their business with the eProcurement System is available at: www.dgs.ca.gov/pd/Programs/eprocure.aspx, then select the tab titled "eProcurement Resources" and scroll down. You may also receive assistance via email at eprocure@dgs.ca.gov.

Contact the CMAS Unit

- Phone: (916) 375-4365
 - Email: cmas@dgs.ca.gov
 - Website: www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx
-

State of California
MULTIPLE AWARD SCHEDULE
Time and Alarm Systems

CONTRACT NUMBER:	3-15-84-0042A
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	4/8/2015 through 9/30/2019
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0298J
BASE SCHEDULE HOLDER:	Digital Monitoring Products, Inc.

This contract provides for the purchase and warranty of access, security, alarm & signal systems. (See page 2 for the specific brands 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: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

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

Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

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

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


JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **4/8/2015**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

CMAS PRODUCT & SERVICE CODES

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

Brand-Digital Monitoring Produ
Alarm System-Fire
Security-Access Control System

AVAILABLE PRODUCTS AND/OR SERVICES

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

Digital Monitoring Products

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.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0298J (DIGITAL MONITORING PRODUCTS, INC.) with a GSA term of 7/1/2014 through 6/30/2019 including modification PO-1082. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "Digital Monitoring Products, Inc." with "Time and Alarm Systems" where "Digital Monitoring Products, 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 (951) 685-1441:

Time and Alarm Systems
3828 Wacker Drive
Mira Loma, CA 91752
Attn: Keith Senn

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

Phone: (951) 685-1761
E-mail: keithsenn@timeandalarm.com

CALIFORNIA SELLER'S PERMIT

Time and Alarm Systems' California Seller's Permit No. is 23707801. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

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

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

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

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

DELIVERY

30 days after receipt of order, or as negotiated between agency and 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

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, whichever is less.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

HOW TO USE CMAS CONTRACTS

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

- 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.aspx, select "Find a CMAS Contract".
- 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 and 3, 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 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 contract.

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 (PCC § 10329).

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

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

[http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx](http://www.dgs.ca.gov/dgs/ProgramsServices/Form%20s/FMC/Search.aspx)

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. 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 orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 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 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity 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.

CONTRACTOR OWNERSHIP INFORMATION

Time and Alarm Systems 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 contracts [GC Section 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:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The 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 Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The 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 Certification 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

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

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

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) Section 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 has increased to a sum 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 contract, General Terms and Conditions, Public Works Requirements.

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.

Time and Alarm Systems' California Contractor's License number is 393251. This is a Class C-7 & C-10 license that is valid through 9/30/2016.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

Cable and Wire: Cable and wire products that are purchased under this contract must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Technology Agency, Statewide Telecommunications and Network Division.

Cable and wire installations under this contract must be installed and tested to EIA/TIA Standards.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

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 schedule, 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 hardware, software 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, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
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.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

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. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

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 contracts 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 contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

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 contract is based on 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 for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

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 shall prevail 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).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-15-84-0042A**

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 contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

This CMAS contract contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this contract are net 45 days.

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.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

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 contracts. 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.

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

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, 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 contract(s). 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 contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the 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:

- Contract 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 contract, 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 (GC 11256 – 11263 and 11019).

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

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

6. Credit Card

Time and Alarm Systems accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

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 Federal Lease to Own Purchase (LTOP) and 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 contract.

As an alternative, 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

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:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
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".

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

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- 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.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, 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). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the 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 contract(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 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 GSA 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 contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

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

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

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

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 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 attached 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 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 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

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 PURCHASES

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 PURCHASES

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 Std. 65 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 contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

including without limitation any department, agency, or other unit of the government of the State of California.

- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
 - oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of 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) The State and the 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. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
 - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The 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) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services 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.
 - d) 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).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
 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) The 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) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services 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.

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9. CMAS -- ASSIGNMENT:

- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. 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.
- b) 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 - Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; 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) The 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.

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14. DELIVERY: The 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 the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS: Substitution of Deliverables 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.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The 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. The 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 similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables 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 Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the

Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables 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.

17. 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.

18. 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.

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
 - i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The 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.
- 20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
- 21. **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, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

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TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. 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.
- 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 continuing 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;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:

- A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). 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, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

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- (i) completed Deliverables,
- (ii) partially completed Deliverables, and,
- (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. 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 Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, 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) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) 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, and are subject to the clause titled "Limitation of Liability."

- 24. 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.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables 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 the Contractor, at Contractor's expense, to ship Deliverables 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 (but subject to the clause entitled "Limitation of Liability").
- 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.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

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Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

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 Deliverables 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) The 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 Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

- b) The 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) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services 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.

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 Deliverables 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 or certified as new and warranted as new by the manufacturer; 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

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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 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 without obligation of confidentiality, 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, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **DOCUMENTATION**

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the

Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. **RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are

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competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof
- b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.
- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

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mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) 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); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using

the Deliverables, 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 Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables 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 Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- c) 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 Deliverables furnished hereunder with Equipment, Software 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 initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The 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.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the 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. 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

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reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

- 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 regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract 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 Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 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.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the 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. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. 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 45 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 45 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 60 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.

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- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 46. 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. The 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. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities 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. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 48. 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.
- 49. 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.
- 50. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate,

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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. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The 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. The 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.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The 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.

52. 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) 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 other items, 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.

53. 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.

54. 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

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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.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no 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).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. 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 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. 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.

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

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable 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. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the 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 the State of 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.

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

62. 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.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the 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

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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.)

64. **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 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

65. **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.

66. **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.
- 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 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

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

violation of California Labor Code Sections 1810-1815, inclusive.

ii) **Worker's Compensation Insurance**

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.

67. 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 CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
- c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- d) 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.

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

69. 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.

70. 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 day 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.

71. 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

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

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.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (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 (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

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).

- 74. **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.

- 75. **CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a

Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

- 76. **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.

- 77. **CMAS -- CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) "Cloud Software as a Service (SaaS)" - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) "Cloud Platform as a Service (PaaS)" - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) "Cloud Infrastructure as a Service (IaaS)" - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) "Data" - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) "Data Breach" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) "Recovery Point Objective (RPO)" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- g) "Recovery Time Objective (RTO)" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
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- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.



Fountain Valley School District
Support Services
2018-2019-C

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Asst. Superintendent, Educational Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2019-C**
DATE: October 5, 2018

Background:

According to the Special Education Settlement Agreement signed on September 21, 2018, between Parents and the Fountain Valley School District, it was agreed to reimburse parents in an amount not to exceed Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250.00). The Parties acknowledge that the Agreement shall cover costs of educational services and transportation mileage funded by Parents during the 2017-2018 and 2018-2019 school years.

Fiscal Impact:

Not to exceed \$36,250.00

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement 2019-C.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **CONTRACT PROPOSALS FOR READING PLUS PILOT PROGRAMS AT TALBERT MIDDLE SCHOOL AND GISLER ELEMENTARY SCHOOL PROVIDED BY THE PMD GROUP**
DATE: October 5, 2018

Background:

Reading Plus is an intervention program that integrates comprehension, vocabulary, motivation, and reading efficiency. The program involves three components: guided reading, independent practice and reading selections with comprehension questions.

The Reading Plus program will be piloted in one section of reading intervention. Students placed in this course are two or more years below grade level. The program will serve Talbert's and Gisler's general education population, but there are also some English learners as well as some students on IEP's

The goal of this program is to increase the reading level of all students and this course takes the place of a regular elective. As students meet grade level, they will be moved into a different elective.

As part of the agreement, Reading Plus will train reading teachers at both sites during the month of October, 2018 in order to begin to pilot from November, 2018 through April, 2019.

Fiscal Impact:

The \$900.00 site licenses for the two Reading Plus pilot programs will be covered with funds from the District's Title III budget.

Recommendation:

It is recommended that the Board of Trustees approves the Reading Plus Pilot program at both Talbert and Gisler from October 2018 through April 2019.



Talbert Reading Plus Pilot Proposal

What is Reading Plus?

Reading Plus is a reading intervention that integrates comprehension, vocabulary, motivation, and reading efficiency. The program supports grade 3-12 readers with high interest content for every level. The program involves three components: guided reading; independent practice; and reading selections with comprehension questions. The program focuses on fluency followed by supporting the student to progress towards grade level reading.

The program focuses on three aspects of reading instruction:

1. The physical skill of reading- the program teaches students the skill of moving our eyes efficiently across lines of text. Students follow a cursor across the screen as they read text.
2. Readability plus vocabulary-readability measures emphasize sentence length, not vocabulary difficulty. Reading Plus focuses on the Lexile in addition to vocabulary difficulty.
3. High Interest Texts- higher interest leads to higher performance. Students are able to choose topics they want to read about which increases engagement and motivation. Texts are leveled to meet individual needs.

How will Reading Plus affect student achievement?

The Reading Plus program will be piloted in one section of reading intervention. Students placed in this course are two or more years below grade level. The class serves our general education population for the most part, but there are some English learners and a few students on IEP's. The goal of the class is to increase the reading level of all students. The reading intervention course takes the place of a regular elective. Students who meet grade level will be moved into a different elective.

Requirements for the Program

- Chromebooks (already available)
- Training

Program Cost

The cost of the Reading Plus program varies with the number of users. The fewer the users, the more expensive price per student. The program is \$900 to pilot. While pilots are usually a duration of 3 months, Reading Plus has agreed to train our reading intervention teacher in the month of October and allow us to pilot the program from November through April.



What Is Reading Plus?

Reading Plus is a reading intervention that integrates comprehension, vocabulary, motivation, and reading efficiency in one personalized, adaptive digital program.

Who Is Reading Plus For?

Reading Plus supports all students in grades 3 through 12. The program is proven highly effective for Tier II, Tier III, English learners, special education, and general education.

A COMPREHENSIVE SOLUTION

If we want to change what students are capable of reading, we must also change how students read and why students read. To do this requires a comprehensive approach to reading instruction. *Reading Plus* begins with an assessment that measures a student's reading capacity as well as his or her reading efficiency and motivation for reading. This allows for personalized and dynamically adjusted instruction that encourages independence, broadens interests, and builds knowledge. Educators easily monitor progress while using the integrated messaging tool to stay in dialogue with students as they experience the success of meeting individualized goals.

The Hidden Hurdle

Decades of research show that half of all students process text inefficiently. This is a major obstacle to their reading fluency and comprehension.

Despite the promise of adaptive assessments and differentiated digital content to increase standards-based competencies, today's students are reading less and struggling more with reading than their peers in 1960 ([RRQ Research Study](#)).

Technologies that are designed to deliver personalized reading instruction typically consist of one of the following:

Isolated Skill Building – *identify discrete deficiencies and isolate instruction to overcome the issue.*

Differentiated Texts – assign each student texts that match a predetermined reading level, to allow the student to apply skills during reading.

However, this approach – a focus on reading as a set of discrete, separate skills to be mastered – ignores how students actually experience reading.

When students read independently, their physical skills, cognitive abilities, and emotions are all working simultaneously. Yet most reading programs focus on only one of these three domains, and try to develop it by isolating it from the others.

Reading Plus takes a different approach to providing effective reading instruction. We use technology to do more than isolate or differentiate. We use it to focus on how and why students read. By integrating all three domains of reading, Reading Plus develops lifelong readers who see reading as a valuable means of cultivating knowledge, insight, and joy.

MEETING THE UNIQUE NEEDS OF ENGLISH LANGUAGE LEARNERS

ELL students devote a disproportionate share of their cognitive resources to recognizing vocabulary rather than to comprehension. As a result these students often struggle with stamina, silent reading fluency, and especially comprehension.

- Carefully calibrated, personalized silent reading practice
- Reading Plus Guided Window provides a structured text display to make reading comfortable and productive
- Appropriately leveled texts
- Adaptive Comprehension Tasks

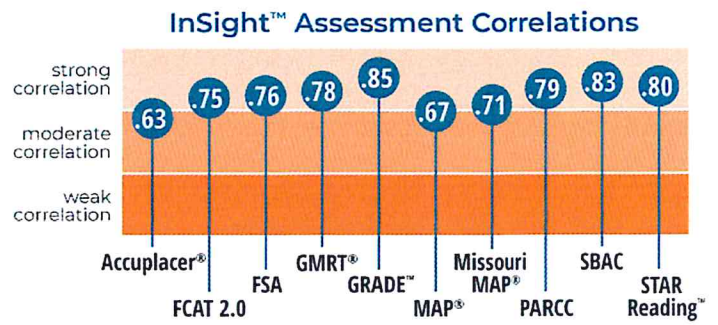
RESEARCH

THE RESEARCH-PROVEN WAY TO INCREASE ELL STUDENT ACHIEVEMENT

Research shows that English language learners using Reading Plus for just 30 hours achieved increased reading rates and demonstrated an improved ability to comprehend more complex text over the course of a school year.

STRONG CORRELATIONS WITH OTHER ESTABLISHED READING ASSESSMENTS

Our InSight assessment closely correlates with many commonly used third-party assessments.





October 2, 2018

Prepared For: Erin Bains, Principal
Gisler Elementary School
Fountain Valley SD

Prepared By: Pamela Dixon, CEO
619-392-6739
pamela@pmdgroup.us

Send Orders To: The PMD Group FAX Orders To: 866-411-4950
2801 B Street #187
San Diego, CA 92102

READING PLUS Pilot Evaluation Fee (November 2018 – April 2019)

SL	<p>Site License for READING PLUS</p> <p>**Purchase Order Due by October 31, 2018**</p> <p><i>InSight Screening (Universal Screener) for an unlimited number of students included at no cost & Parent Access, Pilot Administrative costs and 2 On-Site Trainings (Initial & Data Coaching, & full pilot support)</i></p> <p>Administrator's Initials _____</p>	\$ 900.00
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There is no sales tax on internet programs
Pricing Valid through December 31, 2018



September 19, 2018

Prepared For: Jennifer Morgan, Principal
Samuel E. Talbert MS
Fountain Valley SD

Prepared By: Pamela Dixon, CEO
619-392-6739
pamela@pmdgroup.us

Send Orders To: The PMD Group FAX Orders To: 866-411-4950
2801 B Street #187
San Diego, CA 92102

READING PLUS Pilot Evaluation Fee (November 2018 – April 2019)

SL	<p>Site License for READING PLUS</p> <p>**Purchase Order Due by October 31, 2018**</p> <p><i>InSight Screening (Universal Screener) for an unlimited number of students included at no cost & Parent Access, Pilot Administrative costs and 2 On-Site Trainings (Initial & Data Coaching, & full pilot support)</i></p> <p>Administrator's Initials _____</p>	\$ 900.00
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There is no sales tax on internet programs
Pricing Valid through December 31, 2018



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Lease Addendums for Modular Classrooms**
DATE: September 21, 2017

Background:

The District leases seven modular classrooms from Mobile Modular Management Corporation under three separate operating leases. The following lease addendums extend the terms of these leases through June 30, 2019. There are no other changes to the terms and conditions of these leases.

Recommendation:

It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2019 and authorizes the Superintendent or his designee to sign all documents.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752

Ph (951) 360-5100 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 8/22/2018

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley, CA 92708

Attn: Isidro Guerra
Phone :
Fax:
E-mail: guerrai@fvsd.us

Project Name : Fulton Middle School
Site Address : 8778 El Lago St.
City/State/Zip: Fountain Valley, CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
578969	40566	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00
578970	40581	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Please call (951) 360-6600 with any questions or comments and ask for Bianca Franco
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752

Ph (951) 360-5100 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 8/22/2018

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley, CA 92708

Attn: Isidro Guerra
Phone :
Fax:
E-mail: guerrai@fvsd.us

Project Name : Kazuo Middle School
Site Address : 17415 Los Jardines W
City/State/Zip: Fountain Valley, CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
525364	41576	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00
525365	41577	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00
582481	40321	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00
582611	40427	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Please call (951) 360-6600 with any questions or comments and ask for Bianca Franco
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752

Ph (951) 360-5100 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 8/22/2018

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley, CA 92708

Attn: Isidro Guerra
Phone :
Fax:
E-mail: guerrai@fvsd.us

Project Name : Tamura School
Site Address : 17340 Santa Suzanne St
City/State/Zip: Fountain Valley, CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
220022205	30627	Classroom 24x40 DSA	7/1/2018	6/30/2019	12	\$ 6,600.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Please call (951) 360-6600 with any questions or comments and ask for Bianca Franco
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Fountain Valley School District

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 www.fvds.us

TO: Mark Johnson, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS
DATE: October 1, 2018

BACKGROUND

Enrollment at Oka School this year for kindergarten is lower than expected. We have had two kinder classes and a K-1 combo there the last several years, with one aide for each class; however, there is a total of 59 students enrolled this year. There is only a need for two classes, so there is an extra aide proposed for layoff due to lack of work.

Notice to the persons serving in the positions affected by this layoff shall be in accordance with Education Code 45117, Article 11.2 of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACTS

The following classified position shall be eliminated following the required 60 day notice (as of December 14, 2018):

<u>Classification</u>	<u>School</u>	<u>Hours/week</u>
Instructional Assistant	Oka	12.5

RECOMMENDATION

It is recommended that the Board of Trustees eliminates the services of the position so designated on the effective date as listed above.

2018/2019

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: September 27, 2018

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

Board Meeting Date: October 11, 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
	Cornerstone Therapies W19157	\$638.36	October 11, 2018 to June 21, 2019
	Cornerstone Therapies W19158	\$264.15	October 11, 2018 to June 21, 2019
	Olive Crest Academy W19165	\$47,694.78	October 11, 2018 to June 21, 2019

Approved by the FVSD Board of Trustees
October 11, 2018

Dr. Mark Johnson
Superintendent

Date:

2018/2019

HBUHSD Contract # W19157

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on October 11, 2018 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT			Nonpublic School/Agency	CORNERSTONE THERAPIES		
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708			Address City, State, Zip	18700 BEACH BLVD., SUITE 120 HUNTINGTON BEACH, CA 92648		
LEA Case Manager	JENNY MC CANN			Phone	714-962-6760	Fax	714-962-5161
				E-Mail			
Student Last Name		Student First Name		Program Contact Name	JILL BOOCOCK, BILLING ADMINISTRATOR		
D.O.B.		I.D. #		Phone	714-962-6760	Fax	714-962-5161
				E-Mail			
Grade Level		Sex (M or F)		Education Schedule – Regular School Year			
Parent/Guardian Last Name		Parent/Guardian First Name		Number of Days		Number of Weeks	
Address City, State Zip				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
				Contract Begins	10/11/18	Ends	06/21/19
Home Phone		Business/ Mobile Phone		Master Contract Approved by the Governing Board on:			06/21/18

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Individual - Clinic - <i>COMP Hours to be completed by 6/21/19</i>			X		\$ 88.05/hour	NTE 7.25hrs	7.25		\$ 638.36
b. Group									
c. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2018/2019

HBUHSD Contract # W19157

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 638.36

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 638.36

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 638.36

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD ON 10/11/18

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

CORNERSTONE THERAPIES
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2018/2019

HBUHSD Contract # W19158

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on October 11, 2018 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	CORNERSTONE THERAPIES	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	18700 BEACH BLVD., SUITE 120 HUNTINGTON BEACH, CA 92648	
LEA Case Manager	JODY DONNELLY		Phone	714-962-6760	Fax 714-962-5161
Student Last Name	Student First Name	Program Contact Name		JILL BOOCOCK, BILLING ADMINISTRATOR	
D.O.B.	I.D. #	Phone	714-962-6760	Fax	714-962-5161
Grade Level	Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days	Number of Weeks		
Address City, State Zip	Education Schedule – Extended School Year				
		Number of Days	Number of Weeks		
		Contract Begins	10/11/18	Ends	06/21/19
Home Phone	Business/ Mobile Phone	Master Contract Approved by the Governing Board on:			06/21/18

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Individual									
b. Group - Clinic - <i>COMP Hours to be completed by 6/21/19</i>			X		\$ 88.05/hour	NTE 3 HRS	3		\$ 264.15
c. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2018/2019

HBUHSD Contract # W19158

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 264.15

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 264.15

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$

\$ 264.15

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON 10/11/18

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

CORNERSTONE THERAPIES
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature)

(Date)

(Signature)

(Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2018/2019

HBUHSD Contract # W19165

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on September 25, 2018 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY	
Address	10055 SLATER AVENUE		Address	2190 N. CANAL STREET	
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	ORANGE, CA 92865	
LEA Case Manager	JENNY McCANN		Phone	714-998-6571	Fax 714-998-6573
Student Last Name		Student First Name	Program Contact Name		
D.O.B.		I.D. #	Phone		Fax
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	160	Number of Weeks 34
Address			Education Schedule – Extended School Year		
City, State Zip			Number of Days	20	Number of Weeks 5
			Contract Begins	09/25/18	Ends 06/30/19
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on: 06/21/18		

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 184.75	PER DIEM	160	20	\$ 33,255.00
B. RELATED SERVICES									
1. Transportation						Zone 2			
a. Paid to NPS/A		X			\$ 56.08/day	1 RT/Daily	160	20	\$ 10,094.40
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	34	5	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	34	5	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy		X			\$55.71/30min	1x60min/wk	34	5	\$ 4,345.38
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2018/2019

HBUHSD Contract # W19165

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. BII - Implementation									
b. BID - Development									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 47,694.78

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 14,439.78

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$

\$ 47,694.78

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify) _____

APPROVED BY THE GOVERNING BOARD ON: 10/11/18

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2018/2019

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: September 27, 2018

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

Board Meeting Date: October 11, 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
	Del Sol School W19016	\$6,400.00	July 1, 2018 to June 30, 2019

Approved by the FVSD Board of Trustees
October 11, 2018

Dr. Mark Johnson
Superintendent

Date:

2018/2019

HBUHSD Contract No. **W19016**
Please refer to this number on correspondence, invoices, etc.

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 11th of October, 2018 between the Fountain Valley School District, County of Orange and Del Sol School for
(Local Education Agency) (Nonpublic School or Agency)
- born on , who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)
of Orange County.

ORIGINAL CONTRACT – July 1, 2018 to June 30, 2019

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 234.00	189	\$ 44,226.00
Speech & Language – Group (2x30min/wk)	NPS	60 Minutes	\$ 110.00	40	4,400.00
TOTAL ORIGINAL CONTRACT COST:					\$ 48,626.00

AMENDMENT #1 CONTRACT – July 1, 2018 to June 30, 2019

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education	NPS	Per Diem	\$ 234.00	25	\$ 5,850.00
Speech & Language – Group (2x30min/wk)	NPS	60 Minutes	\$ 110.00	5	550.00
TOTAL ADDENDUM CONTRACT COST:					\$ 6,400.00

AMENDED CONTRACT – July 1, 2018 to June 30, 2019

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 234.00	214	\$ 50,076.00
Speech & Language – Group (2x30min/wk)	NPS	60 Minutes	\$ 110.00	45	4,950.00
TOTAL AMENDED CONTRACT COST:					\$ 55,026.00

This AMENDED Service shall begin on July 1, 2018 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Del Sol School

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson, Superintendent

(Type Name of Superintendent)