

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and twice during the months of June, September, and December. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, January 16, 2018  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Beverly Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:01 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Dr. Emy Flores, Dr. Chad Hammitt, Mr. Jay McPhail

Public Comments:

No Comments.

Recess to Closed Session – Agenda

At 5:02 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957];

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session – Board Room

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:01 p.m. and Girl Scout Troop #2875 (Golden Hill School), led the pledge of allegiance to the flag.

Introductions/Recognitions:

First Presbyterian Church was recognized by the Board of Trustees and JaimeAnn Hopton (Principal at Golden Hill School) assisted in the recognition. The First Presbyterian Church is a great partner to Golden Hill School. They have supported Love Fullerton at Golden Hill School, provide a basket of snacks approved by Nutrition Services for students who don't have a snack at recess, and volunteer their time to support students in primary classrooms with sight words and reading groups. The church volunteers also make a hot breakfast each Tuesday and offer it to anyone enrolled at Golden Hill School and their family. Time and time again, they have shown that they care for our families and our community and Golden Hill School is very thankful for their time and energy and support.

In addition, the Board recognized and thanked the Leon Owens Foundation for their ongoing support throughout the years to numerous of our FSD schools. The Leon Owens Foundation is a non-profit organization composed of a group of family, friends, and community members continuing the legacy of Fullerton's community member Mr. Leon "Jack" Owens. Their motto is "*Making a Difference Together*". They selected Orangethorpe Elementary School to be the recipient of their 2017 Shoes for Kids project. This amazing community outreach gave Orangethorpe students a brand new pair of Sketchers and socks during the holiday season. We are very grateful and honor to have been blessed with our partnership, the Leon Owens Foundation. Amy Ramos, on behalf of Assemblywoman Sharon Quirk Silva's office presented a Certificate of Recognition to the Leon Owens Foundation.

Superintendent's Report

Dr. Bob Pletka shared that the Passion Agents Conference for sixth grade (personalize students) was a huge success. Numerous sixth grade students got an opportunity to present their passion project to their peers and audience of over 200 people. Dr. Pletka thanked Jay McPhail, Assistant Superintendent of Innovation and Instructional Support, and his staff for their hard work coordinating a successful Passion Agents Conference.

Report from Closed Session

President Berryman reported that in Closed Session the Board Approved 5-0 to approve a settlement agreement with Employee ID #283, the Board took action 5-0 to approve a settlement agreement with Employee

ID #1470, and the Board took action 5-0 to approve the authorization to allow the Assistant Superintendent of Personnel Services to serve a Notice pursuant to Education Code section 44938(b) on a permanent certificated Employee ID #2037.

#### Information from the Board of Trustees

Trustee Sugarman- She attended the Consumer Electronics Conference and she commented a vendor at the conference spoke extremely highly of Fullerton School District. She wished everyone a happy new year.

Trustee Vazquez- She recognized teachers for all the work they do for students and for being present at the Board meeting. She thanked community organizations such as the First Presbyterian Church and the Leon Owens Foundation and also thanked the Principals who make connections to benefit students.

Trustee Thompson – no report.

Trustee Meyer- She attended the mural grand opening at Raymond School; the Albertsons/Vons day at Maple School giving students gifts. The Fullerton Education Foundation gave approximately \$50,000 in one month to FSD teachers.

President Berryman- She thanked Maple School, Valencia Park, and Raymond Schools and Ladera Vista JHS of the Arts for hosting a tour to her and the California State President.

#### Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Kristin Montoya- She commented how important it is to create memories and value each other. She referenced the court case *Janus v AFSSME*. Mrs. Montoya commented how grateful she is for the PAL practice and the strong partnership between FETA and the District.

CSEA – no report.

FESMA –no report.

#### Public Comments:

Erika Navarro, Sunset Lane School parent, expressed her concern regarding negative incidents that have occurred in her son's special education class and that her child is non-verbal. Mrs. Navarro provided her contact information for the Superintendent's Office to follow up.

#### Approve Minutes

Moved by Janny Meyer, seconded by Hilda Sugarman and carried 5-0 to approve minutes of the Regular meeting on December 5, 2017.

#### Approve Consent Agenda and/or Request to Move An Item to Action

##### Consent Items

Moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to approve the consent items and pulling items #1h and #1j for separate discussion and approval. The Board commented on consent item #1b.

##### Regarding #1h:

The Board is honored to recognize Dr. Martin Luther King Jr. and the significant impact he made in our world. Trustee Vazquez commented hundreds of people participated in service learning projects on January 15, 2018 (Dr. King's day of observation). It was then moved by Janny Meyer, seconded by Hilda Sugarman and carried 5-0 to Approve/Ratify Resolution #17/18-18 recognizing January 15, 2018 as Dr. Martin Luther King, Jr. Day.

##### Regarding #1j:

Dr. Emy Flores, Assistant Superintendent of Educational Services, gave a detailed explanation of the process for the adoption of the new ELA curriculum. It was then moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 5-0 to Approve adoption of McGraw-Hill's *Study Sync* for 6<sup>th</sup> grade and McGraw-Hill's *Wonders* for grades transitional kindergarten (TK) – 5th grade to support implementation of the California State Standards (CSS).

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered L22C0059 through L22C0070, L22D0355 through L22D0393, L22M0116 through L22M0138, L22R0889 through L22R1121, L22T0008, L22V0127 through L22V0157, L22X0335 through L22X0344, and, L22Y0056 through L22Y0058 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 200397 through 200419 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 113060 through 113572 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12506 through 12551 for the 2017/2018 school year.

1g. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2017 – December 31, 2017).

1h. Approve/Ratify Resolution #17/18-18 recognizing January 15, 2018 as Dr. Martin Luther King, Jr. Day.

1i. Approve/Ratify Classified Personnel Report.

1j. Approve adoption of McGraw-Hill's *Study Sync* for 6<sup>th</sup> grade and McGraw-Hill's *Wonders* for grades transitional kindergarten (TK) – 5th grade to support implementation of the California State Standards (CSS).

1k. Adopt Resolutions numbered 17/18-B017 through 17/18-B019 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve/Ratify warrant number 1114 for the 2017/2018 school year (District 40, Van Daele).

1m. Approve/Ratify warrant number 1187 for the 2017/2018 school year (District 48, Amerige Heights).

1n. Approve contract with Demsey Filliger & Associates to conduct a retiree benefits study in accordance with GASB 75.

1o. Approve the renewal of Magnolia School District's piggybackable Bid No. MSIT3, #I-23-2014/15, awarded to CDW Government, LLC, for the purchase of technology equipment and peripherals for Fullerton School District.

1p. Approve award of contract to State of California Department of General Services No. MNWNC-115: computer equipment (desktops, laptops, tablets, services, and storage including related peripherals and services).

1q. Award a contract to KYA Services pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-17-72-0057b for the purchase of carpet resources.

1r. Approve Notice of Completion for DBMC, Inc., for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02.

1s. Approve agreement with T&B Engineering, Inc., for structural engineering services, including providing a structural assessment of canopies at Richman and Woodcrest Elementary Schools.

1t. Approve/Ratify Agreement with Architecture 9, LLLP, for architectural services for the new satellite administration building.

1u. Approve agreement with Ziembra & Prieto architects to provide professional services for Maple Elementary School's new playground structure project.

1v. Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Facilities Consultant, effective February 1, 2018, through June 30, 2018.

1w. Approve agreement with Schneider Electric Buildings Americas, Inc., for Proposition 39 Energy Planning

Contract for the additional money to be received from the California Department of Education.

1x. Approve agreement with Project Support Services for DSA closeout and certification.

1y. Approve the piggyback bid for Santa Rita Union School District Bid No. 2015-16-1A for the purchase of facility supply services, modular classroom buildings, and modular toilet room buildings from American Modular Systems.

1z. Approve contract between the Fullerton School District and Brainiate, LLC.

1aa. Approve/ratify Independent Contractor Agreement between Fullerton School District and NonQuixote, LLC to develop a series of professional level videos.

1bb. Approve Addendum between Fullerton School District and Independent Contractor Mike Lawrence Consulting for additional hours to continue to provide support for the 2017/2018 school year educational personalized learning.

1cc. Approve out of state conference attendance for 6 staff members from Innovation & Instructional Support to attend the International Society for Technology in Education (ISTE) Conference in Chicago, Illinois from June 24 – 27, 2018.

1dd. Approve out-of-state conference for 2 staff members from Innovation & Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 15 – 19, 2018.

1ee. Approve/Ratify Contract for E-Rate compliance services with CSM Consulting, Inc., with automatic annual renewals.

1ff. Approve Addendum between Fullerton School District and Ryan Lewis to provide an evaluation of educational programs related to student achievement and engagement for the 2017/2018 school year.

1gg. Approve/Ratify 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2017 through June 30, 2018.

1hh. Approve/Ratify contract with Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. to continue environmental liability coverage for Fisler effective November 21, 2017.

Discussion/Action Items:

2a. Approve the 2017/2018 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, thanked FETA and the District negotiation teams. It was then moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve the 2017/2018 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2b. Approve PAL Advisory Committee MOU between Fullerton School District and Fullerton Elementary Teachers Association.

It was moved by Janny Meyer, seconded by Jeanette Vazquez, and carried 5-0 to approve PAL Advisory Committee MOU between Fullerton School District and Fullerton Elementary Teachers Association.

2c. Approve Supplemental Retirement MOU between Fullerton School District and Fullerton Elementary Teachers Association.

It was moved by Janny Meyer, Chris Thompson and carried 5-0 to approve Supplemental Retirement MOU between Fullerton School District and Fullerton Elementary Teachers Association.

2d. Approve Agreement and Resolution #17/18-17 for Administrative Services between the Fullerton School District and the State of California's Public Agency Retirement Services (PARS).

It was moved by Jeanette Vazquez, seconded by Janny Meyer and approved 5-0 to approve Agreement and Resolution #17/18-17 for Administrative Services between the Fullerton School District and the State of California's Public Agency Retirement Services (PARS).

2e. Approve compensation adjustments for Fullerton School District's management group for 2017/2018.

It was moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed due to his sentiment that he disagrees with across the board raises) to approve compensation adjustments for Fullerton School District's management group for 2017/2018

2f. Approve amendments to Assistant Superintendents' contracts for 2017/2018.

It was moved by Hilda Sugarman, Jeanette Vazquez and carried 4-1 (Trustee Thompson opposed due to his sentiment that he disagrees with across the board raises) to approve amendments to Assistant Superintendents' contracts for 2017/2018.

Item #2f is recommending that the Board Approve an Amendment to the Assistant Superintendent Contracts as follows:

1. To extend all Agreements to June 30, 2020.
2. To increase the base salary of the Assistant Superintendents by 1% retroactively to July 1, 2017.
3. Assistant Superintendents shall also receive a one-time off-schedule payment equal to 1% of their July 1, 2017 annual salary base.

2g. Approve second amendment of Board-approved Contract for District Superintendent.

It was moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed due to his sentiment that he disagrees with across the board raises) to approve second amendment of Board-approved Contract for District Superintendent. Trustee Vazquez requested the original contract for the Superintendent to be attached to the January 16, 2018, Board Minutes.

Item #2g is recommending that the Board Approve an Amendment to the Superintendent Contract as follows:

1. To extend the Agreement to June 30, 2020.
2. To increase the base salary of the Superintendent by 1% retroactively to July 1, 2017.
3. Superintendent shall also receive a one-time off-schedule payment equal to 1% of his July 1, 2017 annual salary base.

2h. Approve Pupil Attendance Calendars for the 2018/2019 and 2019/2020 school years.

It was moved by Janny Meyer, seconded by Jeanette Vazquez, and carried 4-0-1 (Trustee Sugarman abstained) to approve Pupil Attendance Calendars for the 2018/2019 and 2019/2020 school years. Trustee Sugarman expressed her concern about students and staff starting school so early in August and the cost involved with HVAC because August has hot weather. After discussion, the Board requested FSD have a conversation with FJUHSD to consider not starting the school year as early in August.

2i. Hear presentation and accept the 2016/2017 Audit Report.

Michael Klein, from the firm Nigro, Nigro & White, PC presented and briefly discussed the 2016/2017 audit results. It was then moved by Hilda Sugarman, seconded by Chris Thompson, and carried 5-0 to accept the 2016/2017 Audit Report.

Administrative Report #3b was addressed at this time.  
#3b. California Dashboard Local Indicators Board Report.

Sung Chi, Educational Services Coordinator, discussed the California School Dashboard and indicators. Dashboard State Indicator results were presented and included: CAASPP, EL Indicator, Suspension Rates, and Chronic Absenteeism.

2j. Approve Revised Board Annual Goals.

The Board held extensive discussion regarding Board Annual Goal #3: To Recruit, Hire, and Develop only the best classified, certificated, and management employees, and recognize and retain employees who demonstrate high levels of performance. Each Board member had an opportunity to discuss their thoughts on alternative language. Trustee Thompson expressed how important it is to him that the goal includes language about removing substandard performers. Trustee Vazquez requested her suggested alternative goal be listed in the Board minutes: To ensure all students access to high-quality instruction and equitable support required to thrive in the 21<sup>st</sup> Century by hiring staff committed to our vision and by investing in developing the capacity of teachers, leaders, and school staff to reach their full potential.

It was then moved by Janny Meyer, seconded by Chris Thompson, and carried 5-0 to approve Goal #3 as follows: Recruiting, hiring, and developing the best staff possible is a top priority, as great teachers are key to achieving a high quality of education in our District. Where children are adversely impacted, we will take steps to dismiss unsatisfactory performers.

Administrative Report:

3a. First Reading of Board Policies

New:

Personnel

BP 4033 – Lactation Accommodation

BP 4112.21 – Interns

BP 4112.41 – Employee Drug Testing

BP 4112.42 – Drug & Alcohol Testing for School Bus Drivers

This serves as the first reading of the above stated Board Policies. The Board will be presented the Board Policies for approval at their February 13, 2018, Board Meeting.

Board Member Request(s) for Information and/or Possible Future Agenda Items

The Board discussed hearing a presentation from Child Development Services.

Adjournment

President Berryman adjourned the Regular meeting on January 16, 2018 at 8:52 p.m.

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 20, 2018, at 5:30 p.m. to discuss State Testing (Dashboard), in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

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Clerk/Secretary, Board of Trustees

*Attachment: Superintendent Contract dated 6/23/12*

**EMPLOYMENT CONTRACT FOR SUPERINTENDENT  
FULLERTON SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

The following is an agreement between the Board of Trustees of the FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA, hereinafter referred to as "Board" and DR. ROBERT PLETKA, hereinafter referred to as "Superintendent."

WHEREAS the Board desires to employ an individual with the appropriate credential, education, training and experience to perform the duties and responsibilities of Superintendent for the District; and

WHEREAS Superintendent has the necessary credential, education, training and experience and is willing to undertake the duties and responsibilities of Superintendent for the District.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

**I. TERM OF CONTRACT**

The Board does hereby employ DR. ROBERT PLETKA as Superintendent commencing July 1, 2012, and ending June 30, 2015, subject to the terms and conditions hereinafter set forth.

**II. SALARY**

The base salary of the Superintendent shall be \$200,000.00 per year, effective July 1, 2012, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certified Management Personnel.

In addition to the above, the Board reserves the right to increase the annual salary of Superintendent at any time during the term of the contract. Any further increases in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by doing so it shall not be considered that a new

contract has been entered into, nor that the termination date of the existing contract has been extended.

**Merit Pay**

The Superintendent may also qualify for merit pay in the amount of 1%-5% of base pay based on outstanding service as determined by the Board. This stipend will be determined annually by the Board and effective as determined by the Board.

**III. DUTIES**

The Superintendent shall perform the duties as prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have the additional powers and duties as set forth in District Policy as it may be revised from time to time.

**IV. DISTRICT SUPERINTENDENT AND BOARD OF TRUSTEES RESPONSIBILITIES**

The Superintendent shall be the chief executive officer of the District. As such, the Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility of formulating and adopting said policy.

Subject to approval by the Board of Trustees of Superintendent's recommendations, Superintendent shall have the responsibility of organizing, reorganizing and arranging the administrative and supervisory staff that in the Superintendent's judgment would best serve the District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees.

**V. OTHER DUTIES**

The Superintendent (or his designee) shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate employees as

provided for by California law and Board policy; (3) advise the Board of Trustees of all possible sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve his professional competence by all available means including subscription to and reading of appropriate periodicals and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; (6) serve as liaison between the Board and the Board's representative with respect to all employer-employee matters, and make recommendations to the Board concerning these matters; and, (7) act as Secretary to the Board.

**VI. OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent may undertake consultative work, speaking engagement, writing, lecturing, or other professional duties and obligations which may be performed for consideration provided they do not interfere with, or conflict with, the Superintendent's performance of his duties under this contract.

The District shall pay Superintendent's dues for ACSA and dues for one local service club.

**VII. MEDICAL EXAMINATION**

The Superintendent does hereby agree to have a comprehensive medical examination each year. The Superintendent may choose the provider of such medical examination. Any cost of said medical examination over that which is covered by Superintendent's health insurance shall be at district expense with a cap of \$750. The detailed report of the physician shall be provided exclusively to the Superintendent. Superintendent shall direct the physician to forward to the Board President the physician's written opinion as to the Superintendent's overall fitness to perform the duties of his position.

## **VIII. WORK YEAR**

Effective with the 2012-13 fiscal year, the Superintendent is responsible for 224 work days per fiscal year based on a positive work calendar year. Additional worked days shall be compensated by specific Board approval or ratification at the Superintendent's per Diem rate of pay. Superintendent shall be entitled to 23 days of vacation each year without loss of compensation and shall be entitled to carry over a maximum of nine unused days of vacation. At the conclusion of this Agreement, any unused vacation time up to a maximum of nine days shall be paid to Superintendent at Superintendent's then existing daily rate of pay. Superintendent may elect at the conclusion of each school year, ending June 30 annually, to be paid for any portion of Superintendent's then accrued vacation time at the Superintendent's then existing daily rate of pay up to a maximum of nine days.

## **IX. GOALS AND OBJECTIVES**

On or prior to August 30 of each school year, the parties will meet to establish Superintendent goals and objectives for the next school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereinafter provided.

## **X. EVALUATION**

The Board shall receive an evaluation and assessment one time per year in writing, of the performance of the District, by March 31, of each year. Said evaluation and assessment shall be used in the evaluation of the Superintendent and shall be related to the Fullerton School District Board Policy 4315 as amended from time to time in the Board's sole discretion and the goals and objectives of the District for the year in question. Consideration will be given to the use of a facilitator for the various aspects of evaluation and the assessment of progress.

The Superintendent evaluation format shall be reasonably objective and contain at least the following evaluation criteria:

- Educational Program
- Business and Financial Matters
- Board of Trustees/Superintendent Relations
- Community Relations
- Staff and Personnel Relationships
- Leadership Development

**XI. OTHER BENEFITS**

**Health & Welfare**

The Superintendent shall accrue sick leave at the rate of twelve (12) days per contract year as provided by the Education Code. Earned sick leave shall be cumulative. The Superintendent shall be afforded such health, welfare, and fringe benefits of employment as are granted to the certificated management employees of the District, except as otherwise set forth in this contract.

**Automobile Allowance**

The Superintendent shall receive an automobile allowance at the rate of \$700.00 per month, payable in twelve (12) installments by the tenth (10) day of each month following the month of employment completed, for transportation in the performance of his duties.

**Access to Technology**

To ensure the Superintendent's prompt availability to the Board, he shall be reimbursed for use of a cellular telephone with 4g connectivity, which may be used for both business and personal use. The superintendent shall be provided Internet access (and 4g connectivity)

including a computer, which may be used for both business and personal use. The District shall pay any monthly mobile access fees and charges for the use of such computer. The Board acknowledges that the Superintendent is on call for district needs 24 hours a day, thus, incidental personal use of District technology is hereby granted by the Board.

#### **Housing Allowance**

The Superintendent shall be reimbursed up to \$1,200 per month for housing within the Fullerton School District attendance boundaries. It is the Board's expectation that the housing within the Fullerton School District will be used on average a minimum of 10 days per month when school is in session. The Board reserves the right to consider rescinding the housing allowance if the housing in the Fullerton School District is not utilized as expected.

#### **Expense Reimbursement**

The Superintendent shall be allowed up to \$700 per month in expenditures related to his services as Superintendent of the Fullerton School District, including participation in local service clubs and events. These expenditures are to be reimbursed to the Superintendent in accordance with established District policy.

#### **Doctoral Stipend**

The Superintendent shall receive a stipend equivalent to 2% of his base pay with proof of an earned Doctorate from an accredited institution of higher learning.

### **XII. CHANGES IN OR TERMINATION OF CONTRACT**

This contract may be changed or terminated by mutual consent of the parties heretofore in the manner provided in section 35031 of the Education Code provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party. It may also be terminated at the Board's option, if the Board determines that the

Superintendent is unable to serve in the position of Superintendent because of physical or mental condition, or combination of both. The Board shall not make this determination until: (i) it receives written reports from two independent physicians of the District's choice who have examined the Superintendent and reported that the Superintendent is presently unable to perform the duties of this position; and, (ii) the Board shall provide the Superintendent upon reasonable notice with an opportunity to meet with the Board in closed session to discuss its intention, assuming that the Superintendent is able to do so. In the event the Board exercises this option and so notifies the superintendent in writing of its decision, the District shall pay the Superintendent within thirty (30) calendar days a lump sum payment in an amount equivalent to twelve (12) month's salary plus the remaining sick leave entitlement provided by Education code sections 44977 and 44978, as well as all accrued unused sick leave and vacation through the date of termination by the Board under this option. Pursuant to section 35031 of the Education Code, in the event that the Board determines the Superintendent is not to be reelected or reemployed as such upon the expiration of the term, the Superintendent shall be given written notice thereof by the Board at least six (6) months in advance of the expiration of the term.

In accordance with California law, this agreement is subject to the provisions of Government Code sections 53260-53264 which require that if this agreement is terminated, the maximum cash settlement that the Superintendent may receive shall be in an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the agreement. However, if the unexpired term of the agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18). The foregoing cash settlement formula is a cap or maximum ceiling, except that in accordance with section 53261 of the Government Code, the salary cap shall not cover health benefits. Health benefits shall be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in section 53260, or until the Superintendent finds other employment, whichever occurs first.

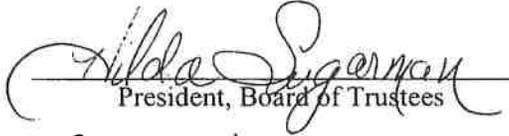
**XIII. GENERAL PROVISIONS**

This contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of the Fullerton School District of Orange County.

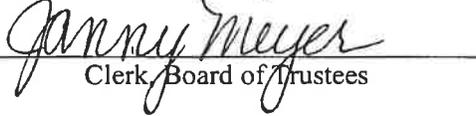
In witness herein we affix our signatures to this contract as the full and complete understanding of the relationship between the parties hereto.

This contract is the full and complete agreement between the parties hereto, and it can be changed or modified only by a written agreement, signed by all parties or their successors in interest to this contract.

Dated:  
6/23/12

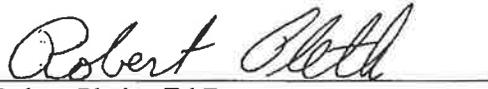
By:   
President, Board of Trustees

Dated: 6/23/12

By:   
Clerk, Board of Trustees

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties and employment as Superintendent of the District.

6/23/12  
Date of Acceptance

  
Robert Pletka, Ed.D.  
Superintendent

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, February 13, 2018  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:00 p.m.- Call to Order, Pledge of Allegiance

5:00 p.m.- Recess to Closed Session – Agenda:

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.

Introductions/Recognitions:

- Sunset Lane School Report (Flag Salute: Student Council Officers)
  - STAGE performance
- Ladera Vista JHS of the Arts
  - Exemplary School of the Arts School Network
  - Schools to Watch
- Catch Me at My Best Recipients
- JD Mancha, Assistant Director, Transportation
- Scott Schlabsz, Director, Facilities, Maintenance & Operations

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a “request to speak” slip to the Executive Assistant. These slips are available at the reception counter.

Presentations:

Early Development Index (EDI)  
Dual Language Academy

Approve Minutes

Regular Meeting January 16, 2018

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered L22B0001, L22C0071 through L22C0077, L22D0394 through L22D0403, L22M0139 through L22M0164, L22R1122 through L22R1330, L22S0004, L22T0009 through L22T0012, L22V0158 through L22V0176, L22X0345 through L22X0358, and L22Y0059 for the 2017/2018 fiscal year

1d. Approve/Ratify Nutrition Services purchase orders numbered 200459 through 200549 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 113573 through 114165 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12552 through 12608 for the 2017/2018 school year

1g. Approve/Ratify 2017/2018 Agreement #45414 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective September 1, 2017.

1h. Approve/Ratify Classified Personnel Report.

1i. Approve Student Teaching Affiliation Agreement between Fullerton School District and Grand Canyon University effective February 13, 2018 through June 30, 2020.

1j. Approve agreement with GBL to provide professional development training on February 21, 2018.

1k. Approve the use of CMAS Contract number 3-13-70-1975F, (Golden Star Technology, Inc.) for the purchase of network switches.

1l. Approve an agreement for fingerprinting equipment and software for Fullerton School District to become a LiveScan facility.

1m. Approve Contract with Marzano Research Laboratory to provide Fullerton School District (FSD) with High-Reliability Schools (HRS) Level Two and Three Professional Development focusing on collaborative lesson design from June 12 - 20, 2018..

- 1n. Approve Independent Contractor Agreement between Fullerton School District and Momentum In Teaching to provide ongoing training for Writer's Workshop at Pacific Drive School on February 26, 2018 and March 23, 2018.
- 1o. Approve Agreement between Fullerton School District and Common Sense Education to provide training for educators and parents at Nicolas and Ladera Vista Junior High Schools on February 26, 2018.
- 1p. Approve 2018/2019 Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2018 through June 30, 2019.
- 1q. Approve agreement with eFileCabinet effective February 14, 2018.
- 1r. Approve/Ratify 2017/2018 Independent Contractor Agreement between Fullerton School District and Dr. Marc Lerner for physician-based speech standards, occupational therapy, and physical therapy prescriptions for the LEA billing option program, effective July 1, 2017 through June 30, 2018.
- 1s. Adopt Resolutions numbered 17/18-B020 through 17/18-B022 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1t. Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Nicolas Junior High School.
- 1u. Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Nicolas Junior High School.
- 1v. Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Parks Junior High School.
- 1w Approve/Ratify Memorandum of Understanding between Fullerton School District (FSD) and the Orange County Department of Education (OCDE) for participation in the Orange County Integrated Foster Youth Education Database (OCIFYED).
- 1x. Approve Independent Contract Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) for parent training for the 2017/2018 school year for Commonwealth, Maple, Nicolas Junior High, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Elementary School.
- 1y. Approve Contract amendment with Spectrum Cable to provide a 20Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective July 1, 2018 through June 30, 2020.
- 1z. Approve Agreement between Fullerton School District and Golden Star Technology, Inc. beginning July 1, 2018 through June 30, 2019 for the purchase of network switches.

Discussion/Action Items:

2a. Approve New Board Policies

New:

Personnel

BP 4033 – Lactation Accommodation

BP 4112.21 – Interns

BP 4112.41 – Employee Drug Testing

BP 4112.42 – Drug & Alcohol Testing for School Bus Drivers

2b. Recommend and approve expansion of the Fullerton School District Dual Language Academy.

2c. Approve Donor recognitions on District facilities at Acacia, Beechwood, Laguna Road, and Robert C. Fidler Schools for the 2018/2019 school year.

Administrative Report:

3a. First Reading of New Board Policies

New:

Personnel

BP 4118 – Dismissal/Suspension/Disciplinary Action

BP 4119.22, 4219.22, 4319.22 – Dressing and Grooming

BP 4121 – Temporary/Substitute Personnel

Board Member Request(s) for Information and/or Possible Future Agenda Items

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 20, 2018, at 5:30 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Next Regular meeting of the Board of Trustees will be held on Tuesday, March 6, 2018.

Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen\_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen\_serna@myfsd.org), si desea que un intérprete de Coreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 것 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s) and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ss  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 13, 2018**

**NEW HIRES**

<b>NAME/NAMES</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Kaitlyn April	Substitute Teacher	Employ	100	01/23/2018
Lindsey Fiori	Substitute Teacher	Employ	100	01/25/2018
Andrea Harbut	Substitute Teacher	Employ	100	01/25/2018
Caryl Phillips	Substitute Teacher	Employ	100	01/24/2018
Rebecca Middleton	Substitute Teacher	Employ	100	01/12/2018
June Hopkins	Focus Teacher / Commonwealth	I/1	212	01/22/2018
Trieu-Tien Nguyen	Focus Teacher / Commonwealth	I/1	212	01/22/2018
Laken Betancourt	5 <sup>th</sup> Grade / Golden Hill	II/1	100	02/06/2018

**EXTRA DUTY ASSIGNMENT(S)**

**Intro to Computer Game Design Stipend**

**Approve stipend of \$1,000, budget indicated below to supervise the Intro to Computer Game Design after-school class at Parks Jr. High, for the following certificated personnel:**

Gordon James (0138455229-1101)

**Approve stipend of \$913.22, budget indicated below to supervise the Intro to Computer Game Design after-school class at Parks Jr. High, for the following certificated personnel:**

Su Wells (0138455229-1101)

**Intra District Sports Coach Stipend**

**Approve stipend of \$600, budget indicated below for participation as a coach in Intra District Sports, for the following certificated personnel:**

Kurt Koerth (0130423409-1901)  
Christina Chong (0130430409-1901)

Janette Bustamente (0130420409-1901)  
Laura McIntosh (0130430409-1901)

**Approve stipend of \$600, budget indicated below for participation as a coach in Intra District Sports, for the following certificated personnel:**

Kurt Koerth (0130411409-1901)

Charles Choi (0130411409-1901)

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 13, 2017**

**EXTRA DUTY ASSIGNMENT(S) - CONTINUED**

**Approve stipend of \$600, budget indicated below for participation as a coach in Intra District Sports, for the following certificated personnel:**

David Garcia (0130417409-1901)

Esmeralda Pulido (0130417409-1901)

**RESIGNATION(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Kimberly Reed	5 <sup>TH</sup> Grade / Golden Hill	Resign	02/02/2018

**RETIREMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Julie Angelcor	5 <sup>TH</sup> Grade / Fern Drive	Retire	06/01/2018
Patricia Lockhart	Health/Nicolas	Retire	06/01/2018

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on February 13, 2018.

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Clerk/Secretary

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**SUBJECT:** **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:gs  
Attachment

**FULLERTON SCHOOL DISTRICT****Gifts: February 13, 2018**

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>PURPOSE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Acacia	Box Tops for Education	Community Partner(s)	monetary donation	for the school	\$1,000.20
Acacia	Fullerton Education Foundation	Community Partner(s)	monetary donation	for the school	\$4,000.00
Acacia	PTA		monetary donation	for the school	\$140.02
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$272.00
Commonwealth	Commonwealth PTA		monetary donation	6 <sup>th</sup> grade science camp	\$530.00
Commonwealth	Fullerton Education Foundation	Community Partner(s)	monetary donation	for the school	\$2,000.00
Fern Drive	Box Tops for Education	Community Partner(s)	monetary donation	teacher/classroom supplies	\$376.00
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Fisler	Edward and Esther Ho	Parent(s)	monetary donation	Toast to Learning	\$300.00
Golden Hill	Golden Hill PTA		monetary donation	Anti-bullying assembly	\$995.00
Golden Hill	Golden Hill PTA		monetary donation	storage bin	\$3,588.88
Golden Hill	Golden Hill PTA		monetary donation	5 <sup>th</sup> /6 <sup>th</sup> grade field trips	\$6,258.96
Hermosa Drive	Fullerton Education Foundation	Community Partner(s)	monetary donation	Room 14	\$2,000.00
Hermosa Drive	Fullerton Education Foundation	Community Partner(s)	monetary donation	Words Ignite Grant	\$3,900.00
Hermosa Drive	PTA		monetary donation	laminating supplies	\$200.00
Hermosa Drive	PTA		monetary donation	K-6 Taiko Assembly	\$1,360.00
Hermosa Drive	PTA		monetary donation	after-school athletics	\$2,639.98
Hermosa Drive	PTA		monetary donation	4 <sup>th</sup> -6 <sup>th</sup> Walk Thru History	\$2,810.00
Laguna Road	Amy Elwood	Community Partner(s)	monetary donation	Pilgrim—5 <sup>th</sup> grade	\$290.00
Laguna Road	Laguna Road School PTA		monetary donation	enrichment funds	\$8,587.50
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	enrichment funds	\$7,000.00
Laguna Road	Malaki and J, LLC	Community Partner(s)	monetary donation	OSS	\$385.35
Laguna Road	YourCause	Community Partner(s)	monetary donation	enrichment funds	\$160.00
Maple	Leonardo Bahena	Parent(s)	monetary donation	6 <sup>th</sup> grade camp field trip	\$100.00
Maple	Box Tops for Education	Community Partner(s)	monetary donation	P.E.	\$200.70
Maple	Marilee J. Cosgrove	Community Partner(s)	monetary donation	5 <sup>th</sup> grade	\$500.00

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>PURPOSE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Maple	Dietz and Watson	Community Partner(s)	monetary donation	field trips	\$18,000.00
Maple	Fullerton Education Foundation	Community Partner(s)	monetary donation	Mr. Mosley's class	\$175.00
Maple	Mariana and Francisco Hernández	Parent(s)	monetary donation	6 <sup>th</sup> grade field trip	\$100.00
Maple	Maple PTA		monetary donation	field trips	\$3,600.00
Maple	Karina and Ivan Tovar	Parent(s)	monetary donation	6 <sup>th</sup> grade camp field trip	\$200.00
Nicolas J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	student engagement and PBIS	\$940.00
Raymond	Barnes & Noble	Community Partner(s)	monetary donation	library	\$560.61
Raymond	Fullerton Education Foundation	Community Partner(s)	monetary donation	technology	\$55.00
Raymond	Raymond PTA		monetary donation	Outdoor Ed	\$7,259.78
Richman	Fullerton Education Foundation	Community Partner(s)	monetary donation	STEAM	\$1,000.00
Richman	Fullerton Education Foundation	Community Partner(s)	monetary donation	technology and P.E.	\$1,350.00
Richman	Fullerton Education Foundation	Community Partner(s)	monetary donation	Kidpower for P.E.	\$1,510.24
Rolling Hills	Rolling Hills PTA		monetary donation	for the school	\$580.00
Valencia Park	Fullerton Education Foundation	Community Partner(s)	monetary donation	2 <sup>nd</sup> grade flexible seating	\$1,500.00
Valencia Park	Fullerton Education Foundation	Community Partner(s)	monetary donation	trauma informed practices	\$8,500.00
Valencia Park	Tamara K. Luján	Parent(s)	monetary donation	6 <sup>th</sup> grade science camp	\$110.00
Valencia Park	Valencia Park PTA		monetary donation	movie licensing	\$405.00
Valencia Park	Valencia Park PTA		monetary donation	6 <sup>th</sup> grade science camp	\$815.20

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Melissa Greenwood, Director, Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED L22B0001, L22C0071 THROUGH L22C0077, L22D0394 THROUGH L22D0403, L22M0139 THROUGH L22M0164, L22R1122 THROUGH L22R1330, L22S0004, L22T0009 THROUGH L22T0012, L22V0158 THROUGH L22V0176, L22X0345 THROUGH L22X0358, AND L22Y0059 FOR THE 2017/2018 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered L22B0001, L22C0071 through L22C0077, L22D0394 through L22D0403, L22M0139 through L22M0164, L22R1122 through L22R1330, L22S0004, L22T0009 through L22T0012, L22V0158 through L22V0176, L22X0345 through L22X0358, and L22Y0059 for the 2017/2018 fiscal year.

RC:MG:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/13/2018**

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22B0001	HOUGHTON MIFFLIN COMPANY	16,963.34	16,963.34	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
L22C0071	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0130216101 5210	LCFF SupplementalInstr Hermosa / Conferences and
L22C0072	CRISIS PREVENTION INSTITUTE IN	879.00	879.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
L22C0073	CALIFORNIA CHILD DEVELOPMENT	750.00	750.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
L22C0074	CALIFORNIA CHILD DEVELOPMENT	160.00	160.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
L22C0075	CASBO	169.00	169.00	8152451741 5210	Property and Liability / Conferences and Meetings
L22C0076	ASSOCIATION FOR POSITIVE	230.00	230.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
L22C0077	CA CHILDREN AND FAMILIES COMMI	1,375.00	1,375.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
L22D0394	COASTAL ENTERPRISES	811.36	811.36	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22D0395	LA CLIPPERS	1,200.00	1,200.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
L22D0396	SOUTHWEST SCHOOL SUPPLY	224.12	224.12	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22D0397	AMAZON.COM	33.39	33.39	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22D0398	CAROLINA BIOLOGICAL SUPPLY COM	183.56	183.56	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
L22D0399	CDW.G	213.35	213.35	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22D0400	LAKESHORE LEARNING	2,573.07	2,573.07	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22D0401	AMAZON.COM	477.91	477.91	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
L22D0402	WOOT MATH INC	509.30	509.30	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22D0403	SOUTHWEST SCHOOL SUPPLY	56.03	56.03	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
L22M0139	L A STEELCRAFT PRODUCTS INC	3,604.37	3,604.37	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0140	BAVCO	1,188.62	1,188.62	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0141	NEW DIMENSIONS GENERAL CONSTRU	4,584.00	4,584.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0142	ORTIZ TRACTOR SERVICE	9,200.00	9,200.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0143	VILLAGE NURSERIES LP	4,225.96	4,225.96	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0144	VILLAGE NURSERIES LP	1,151.31	1,151.31	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/13/2018**

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0145	DBMC INC	6,480.00	6,480.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0146	PROGRESSIVE SURFACING	10,262.05	10,262.05	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
L22M0147	PCLIQUIDATIONS.COM	568.84	568.84	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
L22M0148	ENKO SYSTEMS INC	1,165.32	1,165.32	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22M0149	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0150	STATE ARCHITECT, DIVISION OF T	2,500.00	2,500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0151	KYA SERVICES LLC	12,176.51	12,176.51	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
L22M0152	AMBIENT ENVIRONMENTAL INC	1,900.00	1,900.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0153	AMBIENT ENVIRONMENTAL INC	2,700.00	2,700.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0154	T AND B ENGINEERING INC	1,800.00	1,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0155	ZIEMBA AND PRIETO ARCHITECTS	21,505.00	21,505.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0156	PROGRESSIVE SURFACING	12,125.00	12,125.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0157	KYA SERVICES LLC	52,535.24	52,535.24	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0158	PROGRESSIVE SURFACING	12,765.00	12,765.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0159	PROGRESSIVE SURFACING	2,711.00	2,711.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
L22M0160	VILLAGE NURSERIES LP	2,794.25	2,794.25	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0161	EWING IRRIGATION PRODUCTS	761.58	761.58	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0162	FULLERTON FIRE DEPARTMENT	318.00	318.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0163	ARCHITECTURE 9 PLLLP	16,700.00	16,700.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0164	ARCHITECTURE 9 PLLLP	15,400.00	15,400.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22R1122	AMAZON.COM	269.59	217.12	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			17.23	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
			35.24	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1123	AMAZON.COM	28.15	28.15	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr

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L22R1124	CC-PURCHASING	500.72	500.72	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1125	OERTEL, JANE E	490.00	490.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1126	CAT-AURELIO, THUY	125.00	125.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22R1127	BARNES AND NOBLE INC	200.12	200.12	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
L22R1128	JACOBS, MARK A	309.58	309.58	0130224101 4310	LCFF Suppl Instr Raymond / Materials and Supplies Instr
L22R1129	MCCOMB, YOLANDA	140.72	140.72	0130424279 4350	LCFF Base Admin Raymond / Materials and Supplies
L22R1130	AMAZON.COM	40.76	40.76	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22R1131	CC-PURCHASING	47.42	47.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1132	CEDILLO, MARLANE	37.68	37.68	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
L22R1133	AMAZON.COM	406.97	406.97	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1134	NELSON, KAREN	48.95	48.95	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1135	AMAZON.COM	407.74	407.74	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1136	AMAZON.COM	325.58	325.58	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
L22R1137	GREAT BOOKS FOUNDATION, THE	5,581.31	5,581.31	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1138	AMAZON.COM	198.42	198.42	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1139	COVA, KAREN	152.93	152.93	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
L22R1140	FRUTCHEY, LYNNE	119.62	119.62	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1141	MONOPRICE INC.	30.02	30.02	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
L22R1142	DIBELLA, CANDACE	265.16	265.16	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1143	FRONT ROW EDUCATION INC	5,775.00	5,775.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R1144	KIM-LEE, JENNIFER	95.26	95.26	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1145	MUNSON, REBECCA	355.84	355.84	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R1146	FULLERTON, CITY OF	366.40	366.40	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R1147	DELTA EDUCATION	8,095.94	8,095.94	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr

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L22R1148	CALIFORNIA WEEKLY EXPLORER INC	370.00	370.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22R1149	IXL MEMBERSHIP SERVICES	1,500.00	1,500.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R1150	U S SCHOOL SUPPLY	547.55	547.55	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R1151	HEINEMANN PUBLISHING	4,121.25	4,121.25	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22R1152	TIME FOR KIDS MAGAZINE	341.35	341.35	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
L22R1153	HEINEMANN PUBLISHING	618.19	618.19	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22R1154	SELF INSURANCE PLANS	17,492.69	17,492.69	6852458741 5899	Workers Comp Admin / Other Expenses
L22R1155	EARTHQUAKE MANAGEMENT	896.51	896.51	8152451741 4363	Property and Liability / Materials and Supplies Repairs
L22R1156	AMAZON.COM	403.15	403.15	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1157	ORIENTAL TRADING COMPANY	405.68	405.68	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R1158	LOMELI, ANITA	53.07	53.07	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1159	FONSECA, KIMBERLY	67.50	67.50	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1160	HEINEMANN PUBLISHING	148.25	148.25	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
L22R1161	YOLLA, GABRIELLE	83.44	83.44	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1162	HEINEMANN PUBLISHING	1,825.13	1,825.13	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22R1163	AMAZON.COM	114.45	114.45	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22R1164	PBIS REWARDS	715.00	715.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
L22R1165	CANELA SOFTWARE	203.00	203.00	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
L22R1166	HEINEMANN PUBLISHING	2,759.97	2,759.97	0140155239 4310	Curriculum Development Discret / Materials and Supplies
L22R1167	ROUNDS, CYNTHIA	411.37	411.37	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
L22R1168	DELVA, JAMES	126.19	126.19	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
L22R1169	AMAZON.COM	571.08	571.08	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1170	AMAZON.COM	42.60	42.60	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
L22R1171	AMAZON.COM	49.16	49.16	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr

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L22R1172	CC-PURCHASING	258.44	258.44	0140955109 4310	Information Systems Serv Instr / Materials and Supplies
L22R1173	AEROMARK	64.65	64.65	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1174	SCHOOL SPECIALTY	587.04	587.04	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1175	VANTAGE LEARNING USA LLC	375.00	375.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R1176	AMAZON.COM	29.77	29.77	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1177	AMAZON.COM	74.13	74.13	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
L22R1178	AMAZON.COM	62.48	62.48	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
L22R1179	HEINEMANN PUBLISHING	423.79	423.79	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22R1180	STANISLAW, MARCIE	1,993.93	1,993.93	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22R1181	KOJIMA, DEBRA	192.86	192.86	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R1182	SCHOLASTIC INC	11,358.61	11,358.61	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1183	PEARSON ASSESSMENT INC	279.83	279.83	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R1184	MULTI HEALTH SYSTEMS	300.95	300.95	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R1185	MEDICALESHP INC	604.67	604.67	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1186	OFFICE DEPOT BUSINESS SERVICE	355.47	355.47	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1187	SCHOLASTIC INC	282.60	282.60	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1188	SCHOLASTIC INC	125.99	125.99	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
L22R1189	HOFFMAN, NICOLE	105.96	105.96	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1190	KOEUL, CHRISTINA	177.98	177.98	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R1191	PEPIN, MELISSA	42.79	42.79	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R1192	YANG, ALEX	55.59	55.59	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R1193	COSGROVE, MARILEE	30.05	30.05	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
L22R1194	FULLERTON OBSERVER	76.00	76.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
L22R1195	FULLERTON MUSEUM CENTER	1,200.00	1,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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L22R1196	LEWIS, RYAN WILLIAM	1,400.00	1,400.00	0150855109 5805	District Testing Instruction / Consultants
L22R1197	ELLISON EDUCATIONAL EQUIPMENT	612.32	612.32	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22R1198	READYREFRESH	129.13	129.13	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1199	MOREY'S MUSIC	2,111.90	2,111.90	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1200	NATIONAL ASSOCIATION OF SCHOOL	105.00	105.00	0151354341 4310	Health Services / Materials and Supplies Instr
L22R1201	WESTERN PSYCHOLOGICAL SERVICES	982.47	982.47	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
L22R1202	ELEGANT DESIGNS SPECIALTY LINE	1,682.85	1,682.85	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
L22R1203	HEINEMANN PUBLISHING	730.05	130.05	0130224101 4310	LCFF Suppl Instr Raymond / Materials and Supplies Instr
			600.00	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
L22R1204	KAEDON BOOKS	383.28	383.28	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
L22R1205	NASCO WEST INC	698.04	698.04	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1206	FISHER SCIENCE EDUCATION	407.82	407.82	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1207	CM SCHOOL SUPPLY COMPANY	948.09	948.09	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22R1208	KAEDON BOOKS	436.39	436.39	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1209	MOMENTUM IN TEACHING LLC	3,200.00	3,200.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
L22R1210	COLOR BLAZE SUPPLY LLC	969.43	969.43	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
L22R1211	MATHEMATICAL OLYMPIADS FOR ELE	1,230.49	1,230.49	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R1212	US GAMES	785.89	785.89	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1213	SIMPLE SOLUTIONS	4,857.18	4,857.18	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
L22R1214	CDW.G	432.72	432.72	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R1215	LAKESHORE LEARNING	3,084.43	3,084.43	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
L22R1216	JOHNSON, BERNARD	190.00	190.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1217	SUPPLY MASTER	4,446.57	4,446.57	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22R1218	GREAT BOOKS FOUNDATION, THE	8,205.85	8,205.85	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr

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L22R1219	AMAZON.COM	382.40	382.40	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R1220	OFFICE DEPOT BUSINESS SERVICE	174.46	174.46	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R1221	GOSTRENGTHS INC	847.00	847.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
L22R1222	AMAZON.COM	519.67	519.67	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
L22R1223	AMAZON.COM	147.12	147.12	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R1224	AMAZON.COM	359.89	359.89	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1225	AMAZON.COM	482.39	482.39	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
L22R1226	APPLE COMPUTER INC	413.37	413.37	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1227	AMAZON.COM	127.28	127.28	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22R1228	SOUTHWEST SCHOOL SUPPLY	615.90	615.90	0150855359 4350	District Testing / Materials and Supplies Office
L22R1229	AUGUSTIN EGELSEE LLP	3,000.00	3,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
L22R1230	AMAZON.COM	142.01	142.01	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R1231	AMAZON.COM	281.53	281.53	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
L22R1232	OFFICE DEPOT BUSINESS SERVICE	113.14	113.14	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1233	AHN, JENNIFER	129.04	129.04	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
L22R1234	MEDICALESHP INC	604.67	604.67	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Inst
L22R1235	TEACHER SYNERGY LLC	63.05	63.05	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1236	TEACHER SYNERGY LLC	173.98	173.98	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1237	REAL OT SOLUTIONS INC	307.78	307.78	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
L22R1238	ZEH, KEN	576.90	576.90	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1239	WOLF, ROCHELLE	290.67	83.31	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
			140.03	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
			67.33	0130429279 4350	LCFF Base Admin Woodcrest / Materials and Supplies
L22R1240	JOVEL, JUAN	5,250.00	5,250.00	0142054201 5828	Special Ed Administration / Special Education Settlements

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L22R1241	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
L22R1242	MAGIC MAKERS ENTERTAINMENT OF	400.00	400.00	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
L22R1243	WEED, BECI	61.79	61.79	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R1244	CRISIS PREVENTION INSTITUTE IN	150.00	150.00	0150454391 4310	Sp Ed Mental Hlth Guidance / Materials and Supplies Instr
L22R1245	BAILEY, CARI	1,149.69	1,149.69	0111629107 4310	Cotsen Fntn Instr Woodcrest / Materials and Supplies Instr
L22R1246	STEVENS, CHRISTINE	100.00	100.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1247	SUPER DUPER PUBLICATIONS	92.87	92.87	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1248	CC-PURCHASING	1,003.71	1,003.71	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1249	EDUCATION PRODUCTS AND SERVICE	960.16	960.16	8152451741 4350	Property and Liability / Materials and Supplies Office
L22R1250	VILLEGAS, ALFREDO EMILIANO	2,400.00	1,200.00	1208555101 5805	Fee Based Childcare Admin / Consultants
			1,200.00	1231019101 5805	Preschool Instruction / Consultants
L22R1251	MCCOMB, YOLANDA	16.56	16.56	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R1252	DICK BLICK ART MATERIALS	119.60	119.60	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
L22R1253	COSGROVE, MARILEE	100.55	100.55	1208555101 4347	Fee Based Childcare Admin / Preschool Food
L22R1254	DESAI, SHITAL	55.12	55.12	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1255	LOPEZ, ANTONIETA	129.30	129.30	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1256	SHAFFER, MICHAEL	28.21	28.21	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1257	LIM, HANNAH	139.98	139.98	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22R1258	BRIGGS, EDWARD	506.03	506.03	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1259	SCHOOL NURSE SUPPLY INC	67.71	67.71	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
L22R1260	PRESSAVVY INC.	545.60	545.60	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1261	WINNOW AND GLEAN	195.00	195.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
L22R1262	THINKING MOVES	646.34	646.34	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
L22R1263	ULINE INC	2,169.98	2,169.98	0140155239 4350	Curriculum Development Discret / Materials and Supplies

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L22R1264	ED FILES INC	23,280.00	23,280.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R1265	ARCTIC GLACIER USA INC	2,612.94	2,612.94	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1266	APPLE COMPUTER INC	327.17	327.17	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1267	AMAZON.COM	16.85	16.85	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1268	SIGN A RAMA	3,585.31	3,585.31	4067150851 4350	Facilities / Materials and Supplies Office
L22R1269	DISNEYLAND RESORT	4,804.00	4,804.00	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
L22R1270	TEACHER SYNERGY LLC	248.87	248.87	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
L22R1271	CC-PURCHASING	329.72	329.72	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
L22R1272	APPLE COMPUTER INC	43,467.91	43,467.91	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R1273	LAKESHORE LEARNING	408.37	408.37	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
L22R1274	SPIRIT MONKEY LLC	344.80	344.80	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
L22R1275	FRISZ, JANE	127.39	127.39	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1276	VETROVEC, STACY	63.46	63.46	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1277	MISSION SAN JUAN CAPISTRANO	805.00	805.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1278	NEED4TEES	1,449.88	1,449.88	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R1279	RUSIEWSKI, MICHELE	195.00	195.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1280	RUSIEWSKI, MICHELE	86.99	86.99	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
L22R1281	UZBL LLC	3,782.03	3,782.03	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
L22R1282	SCHOOLSIN	60.29	60.29	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
L22R1283	DILUIGI, PAULA	230.00	230.00	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
L22R1284	AMAZON.COM	67.87	67.87	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R1285	WINNOW AND GLEAN	750.00	750.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22R1286	AMAZON.COM	992.23	992.23	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R1287	DIGITAL NETWORKS GROUP INC	2,958.49	2,958.49	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/13/2018**

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R1288	GOPHER SPORT	929.73	929.73	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
L22R1289	AMAZON.COM	27.89	27.89	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1290	ORR, MARY KAY	76.50	76.50	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1291	SYLVESTER, AMY	100.00	100.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1292	CARTHEW, TERESA	100.00	100.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22R1293	HOPTON, JAMIE	102.07	102.07	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
L22R1294	SMITH, CASEY	168.02	168.02	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1295	ASCARI, PATRICIA	47.99	47.99	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1296	FLORES, EMY	78.05	78.05	0152055779 4350	Education Services Discret / Materials and Supplies Office
L22R1297	MORALES, ELIZABETH	936.00	936.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22R1298	GOV CONNECTION	603.68	603.68	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22R1299	CC-PURCHASING	1,220.59	1,220.59	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
L22R1300	CALIFORNIA MARQUEE	3,048.33	3,048.33	4067150851 6100	Facilities / Sites and Site Improvements
L22R1301	OFFICE DEPOT BUSINESS SERVICE	905.10	905.10	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1302	LA HABRA HIGH SCHOOL	585.00	585.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R1303	AMAZON.COM	3,301.85	3,301.85	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
L22R1304	FEDERAL EXPRESS CORP	117.35	117.35	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
L22R1305	CONSORTIUM ON REACHING EXCELLE	3,225.00	3,225.00	0121252101 5805	Title I District Instruction / Consultants
L22R1306	FIRSTCALL OFFICE SOLUTIONS INC	608.52	608.52	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R1307	BOOKSOURCE, THE	1,995.35	1,995.35	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies
L22R1308	AMAZON.COM	403.79	403.79	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R1309	AMAZON.COM	73.23	73.23	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
L22R1310	AMAZON.COM	215.33	215.33	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
L22R1311	AMAZON.COM	243.99	243.99	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R1312	AMAZON.COM	52.12	52.12	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22R1313	AMAZON.COM	33.36	33.36	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1314	AMAZON.COM	30.31	30.31	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R1315	SANTA ANA COLLEGE	315.00	315.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
L22R1316	RANCHO LOS CERRITOS FOUNDATION	400.00	400.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
L22R1317	CENTURY NOVELTY	646.66	646.66	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
L22R1318	KOZMA, ANN	30.00	30.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22R1319	REVO SCREEN PRINT & EMBROIDERY	401.37	401.37	0111611131 4310	Band Beechwood / Materials and Supplies Instr
L22R1320	TEACHER SYNERGY LLC	53.63	53.63	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1321	PRO ED	116.58	116.58	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1322	SUPER DUPER PUBLICATIONS	157.65	157.65	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1323	TEACHER SYNERGY LLC	41.50	41.50	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
L22R1324	AMAZON.COM	47.66	47.66	0153150759 4350	Warehouse DC / Materials and Supplies Office
L22R1325	AMAZON.COM	155.69	155.69	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22R1326	DISCOUNT SCHOOL SUPPLY	267.82	267.82	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
L22R1327	AMAZON.COM	54.76	54.76	0142054201 4350	Special Ed Administration / Materials and Supplies Office
L22R1328	AMAZON.COM	105.22	105.22	0151354341 4350	Health Services / Materials and Supplies Office
L22R1329	AMAZON.COM	152.83	152.83	0113154101 4310	Low Incidence / Materials and Supplies Instr
L22R1330	AMAZON.COM	122.42	122.42	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
L22S0004	OFFICE DEPOT BUSINESS SERVICE	19,459.65	19,459.65	0100000000 9320	Unrestricted / Stores
L22T0009	ASSOCIATED BUSINESS PRODUCTS	89.24	89.24	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22T0010	A-Z BUS SALES	914.04	914.04	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22T0011	A-Z BUS SALES	8,042.94	8,042.94	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22T0012	IMAGE APPAREL FOR BUSINESS INC	2,639.11	2,639.11	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/13/2018**

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0158	AMAZON.COM	2,538.59	2,538.59	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
L22V0159	AREY JONES EDUCATIONAL SOLUTIO	26,876.30	24,041.77	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
			2,834.53	0150855359 6410	District Testing / New Equip Less Than \$10,000
L22V0160	B AND M LAWN GARDEN	1,007.38	1,007.38	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
L22V0161	RAPTOR TECHNOLOGIES LLC	683.13	149.77	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
			533.36	0111615101 6410	Donation Instruct Golden Hill / New Equip Less Than
L22V0162	AZTEC CONTAINER	3,588.08	3,588.08	0111615101 6410	Donation Instruct Golden Hill / New Equip Less Than
L22V0163	PRESSAVVY INC.	835.06	193.95	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			641.11	0111630101 6410	Donation Discretionary Fisler / New Equip Less Than
L22V0164	PHONAK HEARING SYSTEMS	1,621.16	1,621.16	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
L22V0165	RIFTON EQUIPMENT	2,226.39	1,624.34	0113154101 4310	Low Incidence / Materials and Supplies Instr
			602.05	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
L22V0166	SWEETMAN SYSTEMS	5,848.11	5,848.11	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
L22V0167	CDW.G	1,663.30	329.17	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
			1,334.13	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than
L22V0168	LAKESHORE LEARNING	1,548.37	1,548.37	0130425109 6410	LCFF Base Instruction Richman / New Equip Less Than
L22V0169	CDW.G	1,663.30	322.17	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
			1,341.13	0130219101 6410	LCFF Supplemental Instr Maple / New Equip Less Than
L22V0170	MIRACLE RECREATION EQUIPMENT C	4,501.38	4,501.38	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0171	MIRACLE RECREATION EQUIPMENT C	1,460.60	1,460.60	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0172	MIRACLE RECREATION EQUIPMENT C	399.56	399.56	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0173	CULVER NEWLIN INC	27,819.65	6,912.70	0111627101 6410	After School Program Sunset Ln / New Equip Less Than
			3,288.53	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
			17,618.42	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than
L22V0174	CULVER NEWLIN INC	54,776.94	15,003.94	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
			39,773.00	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/13/2018**

**FROM 12/15/2017 TO 01/25/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0175	CULVER NEWLIN INC	11,089.09	5,657.95	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
			5,431.14	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
L22V0176	PHONAK HEARING SYSTEMS	1,621.16	1,621.16	0111654101 6410	Early Lrning Incl PreSchl Inst / New Equip Less Than
L22X0345	SCHOLASTIC BOOK FAIRS	100.00	100.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
L22X0346	FIRST EVANGELICAL FREE CHURCH	750.00	750.00	0135555223 5210	BTSA Staff Development / Conferences and Meetings
L22X0347	DEELITE DISTRIBUTION	1,000.00	1,000.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
L22X0348	STATER BROS	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
L22X0349	FLOWERS, SOPHIA	5,000.00	5,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0350	CONSECO DE PEREZ, FE	5,000.00	5,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0351	FULLERTON PHOTOGRAPHICS INC	1,500.00	1,500.00	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
L22X0352	COGHLAN, ROBERT	2,500.00	2,500.00	0153750799 5900	Business Administration DC / Communications
L22X0353	ED FILES INC	2,000.00	2,000.00	0152151749 5899	Personnel Serv Certificated DC / Other Expenses
L22X0354	DEMSEY FILLIGER AND ASSOCIATES	5,500.00	5,500.00	0153050799 5805	Business Administration DC / Consultants
L22X0355	TIME WARNER CABLE LLC	3,000.00	3,000.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22X0356	CSM CONSULTING INC	23,500.00	23,500.00	0140955249 5805	Info Systems Serv Media DC / Consultants
L22X0357	DAYLE MCINTOSH CENTER FOR THE	2,000.00	2,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
L22X0358	LET'S TALK ABOUT IT	1,200.00	1,200.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
L22Y0059	SELMAN CHEVROLET COMPANY	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	<b>Fund 01 Total:</b>	<b>665,268.05</b>			
	<b>Fund 12 Total:</b>	<b>7,061.28</b>			
	<b>Fund 40 Total:</b>	<b>31,783.20</b>			
	<b>Fund 68 Total:</b>	<b>17,492.69</b>			
	<b>Fund 81 Total:</b>	<b>2,025.67</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>723,630.89</b>			

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 02/13/2018

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0167	NORTHSTAR AV LLC	133.61	-36.64	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
L22D0314	NASCO WEST INC	106.59	-39.01	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
L22M0105	ARCHITECTURE 9 PLLLP	27,840.00	+5,665.67	0153353859 5805	Maintenance Facilities DC / Consultants
			+5,665.67	2567150851 5805	Facilities / Consultants
			+5,665.66	2567150859 5805	Facilities Improvement Central / Consultants
L22M0131	ORTIZ TRACTOR SERVICE	24,450.00	+4,800.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22R0101	STERLING HEALTH SERVICES INC	18,681.00	+1,000.00	0121252101 3401	Title I District Instruction / Health Insurance Certificated
			+226.00	0121752101 3401	Teacher Quality Instruction / Health Insurance Certificated
			+1,274.00	0130252101 3401	LCFF Suppl Instr District / Health Insurance Certificated
			+460.00	0153050799 5899	Business Administration DC / Other Expenses
L22R0115	NEOPOST INC.	424.75	+46.75	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
L22R0511	SCHOLASTIC INC	790.04	+71.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies Instr
L22R0670	MIKE LAWRENCE CONSULTING	30,000.00	+15,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
L22R0991	IDEASTAGE PROMOTIONS LLC	476.52	-96.48	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R1014	DEMCO INC	164.88	+33.47	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies Instr
L22R1090	DEMCO INC	38.55	+6.20	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
L22X0026	SOUTHWEST SCHOOL SUPPLY	10,000.00	+5,000.00	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
L22X0028	SOUTHWEST SCHOOL SUPPLY	29,000.00	+2,000.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
L22X0067	SMART AND FINAL STORES CORPORA	2,000.00	+1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
L22X0077	PACIFIC SIGN INSTALLATIONS	10,000.00	+5,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
L22X0096	READYREFRESH	500.00	-500.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies Instr
L22X0109	ARMSTRONG, NEDA MAE	4,936.00	+2,636.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0149	VERIZON WIRELESS	6,600.00	+4,200.00	1208555271 5900	Fee Based Childcare Admin / Communications
L22X0151	VERIZON WIRELESS	7,600.00	+4,800.00	0132952101 5900	Afrt Schl Ed Sfty Grt Cohort 6 / Communications

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 02/13/2018**

**FROM 12/15/2017 TO 01/25/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22X0261	SMART AND FINAL STORES CORPORA	750.00	+500.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22X0266	COSTCO WHOLESALE	500.00	+200.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22X0270	IMPERIAL BAND INSTRUMENTS	1,700.00	+100.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+100.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
L22Y0004	ACE INDUSTRIAL SUPPLY INC.	6,100.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0025	GRAINGER INC, WW	3,300.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0041	POWERSTRIDE BATTERY CO INC	4,500.00	+1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Z0064	SOUTHWEST SCHOOL SUPPLY	1,000.00	+500.00	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>47,246.96</b>		
	<b>Fund 12 Total:</b>		<b>4,700.00</b>		
	<b>Fund 25 Total:</b>		<b>11,331.33</b>		
	<b>Fund 81 Total:</b>		<b>5,000.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>68,278.29</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS**

BOARD OF TRUSTEES

02/13/2018

FROM 12/15/2017 TO 01/25/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0040	AMERICAN SPEECH LANGUAGE		2,275.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
		<b>2,275.00</b>			
L22C0041	AMERICAN SPEECH LANGUAGE		2,655.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
		<b>2,655.00</b>			
L22C0042	AMERICAN SPEECH LANGUAGE		295.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
		<b>295.00</b>			
L22C0043	AMERICAN SPEECH LANGUAGE		295.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
		<b>295.00</b>			
L22D0034	CALIFORNIA MARQUEE		425.00	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
		<b>425.00</b>			
L22D0345	EAGLE COMMUNICATIONS		2,880.38	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
			2,880.37	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
		<b>5,760.75</b>			
L22M0016	MONTGOMERY HARDWARE		967.07	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
		<b>967.07</b>			
L22V0133	CC-PURCHASING		2,585.99	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
		<b>2,585.99</b>			
L22V0134	CC-PURCHASING		2,825.98	0130216101 6410	LCFF SupplementalInstr Hermosa / New Equip Less Than
		<b>2,825.98</b>			
L22V0140	CC-PURCHASING		661.48	0130422109 6410	LCFF Base Instr Pacific Drive / New Equip Less Than
		<b>661.48</b>			
L22X0144	APPLE COMPUTER INC		10,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
		<b>10,000.00</b>			



CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Michael Burns, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 200459 THROUGH 200549 FOR THE 2017/2018 SCHOOL  
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 15, 2017, through January 25, 2018, contains purchase orders numbered 200459 through 200549 for the 2017/2018 school year totaling \$1,199,201.45. Purchase order numbers 200496, 200536, and 200537 were voided.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 200459 through 200549 for the 2017/2018 school year.

RC:MB:tg  
Attachment

Schedule of Open / Processed Food and Commodity  
Purchase Order Report  
12-15-17 through 01-25-18

Date	Vendor	PO Number	Category	Amount
	<b>Open Purchase Orders</b>			
	<b>Amount Not To Exceed</b>			
12/22/2017	Hollandia Dairy	200472	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200473	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200474	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200475	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200476	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200477	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200478	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200479	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200480	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200481	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200482	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200483	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200484	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200485	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200486	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200487	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200488	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200489	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200490	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200491	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200492	Dairy Products	6,000.00
12/22/2017	Hollandia Dairy	200493	Dairy Products	10,000.00
12/22/2017	Hollandia Dairy	200494	Dairy Products	2,000.00
1/9/2018	Costco Wholesale	200497	Food	2,500.00
	<b>TOTAL OPEN PURCHASE ORDERS</b>			<b>140,500.00</b>
	Total OPEN Purchase Orders			\$ 140,500.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			1,058,701.45
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$ 1,199,201.45</b>

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 12/15/2017 and 1/25/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hubert Company</b>	<b>200535</b>	<b>1/19/2018</b>	<b>1/19/2018</b>	<b>1/29/2018</b>		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	each	1	Rack, Platter Cafeteria & Bun #57122	\$451.9700	\$903.94	
1	each	1	Probe, 1/8" Dia Needle #33460	\$86.6900	\$86.69	
6	box	1	Alcohol Wipe-Ups #16372	\$7.4900	\$44.94	
					<b>Sales Tax:</b>	\$80.26
					<b>P.O. Total:</b>	\$1,115.83
					<b>Vendor Total:</b>	\$1,115.83
<b>California School Nutrition Association</b>	<b>200548</b>	<b>1/24/2018</b>	<b>1/24/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	CSNA & Local Chapter Dues	\$43.0000	\$43.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$43.00
					<b>Vendor Total:</b>	\$43.00
<b>Le Chef Bakery</b>	<b>200459</b>	<b>12/15/2017</b>	<b>12/18/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Bar, Lemon 2"x2"/24 BN010-24	\$18.4000	\$36.80	
2	cs	1	2 Mini Cannoli/24 MP038	\$26.9900	\$53.98	
1	cs	1	Mini Elite Pastries Assort/40 MO055	\$53.1400	\$53.14	
1	cs	1	Cup Cake, Mini Assort Holiday/48 SPHC106	\$49.1000	\$49.10	
1	cs	1	Pastry Pop, Assort Holiday/35	\$36.6000	\$36.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$229.62
<b>Le Chef Bakery</b>	<b>200509</b>	<b>1/11/2018</b>	<b>1/16/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.9600	\$63.68	
1	case	10022	Brownie, Chocolate BN023-24 24 ct.	\$15.0600	\$15.06	
1	case	10005	Scone, Assrtd #BRB001-24 24/case	\$19.6200	\$19.62	
3	case	10020	Cinnamon Roll, Fresh BRB010-12TS 12 ct.	\$8.7700	\$26.31	
1	case	10015	Cookie,Choc Chip, CK20001 140/2oz/case	\$40.6700	\$40.67	
1	case	10026	Cookie, Peanut Butter, CK20004 2oz. 140 ct	\$40.6700	\$40.67	
1	case	10024	Cookie, Oatmeal, CK20006-B 2 oz. 140 ct	\$40.6700	\$40.67	
1	case	10025	Cookie, Brownie, CK20009 2 oz. 140 ct	\$45.5400	\$45.54	
1	case	10018	Cookie,WtChocMacNuts, CK20015 140/2oz/cs	\$45.5400	\$45.54	
1	case	10027	Cookie, Snicker Doodle, CK20022 2 oz. 140 ct	\$40.6700	\$40.67	
3	case	10002	Danish, Twist Asstd #DAB001-12TS (Medium) 12/case	\$8.2200	\$24.66	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$403.09
<b>Le Chef Bakery</b>	<b>200510</b>	<b>1/11/2018</b>	<b>1/16/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	cs	1	BUN, STICKY, 2.75/12 #BRB012-12TS	\$12.0100	\$36.03	
2	cs	1	MUFFIN, BLUEBERRY 2.6/16 #MUB103-M-TC16TS	\$10.7900	\$21.58	
2	cs	1	MUFFIN, DOUBLE CHOC 2.6/16 #MUB103-M-TC-16TS	\$10.7900	\$21.58	
2	cs	1	MUFFIN, BANANA NUT 2.6/16 #MUB109--TC-16TS	\$10.7900	\$21.58	
2	cs	1	MUFFIN, ORANGE CRAN 2.5/16 #MUB111-M-TC-16TS	\$10.7900	\$21.58	
1	cs	1	CUPCAKE, CHOC GANACHE/20 #pa113	\$25.1900	\$25.19	
1	cs	1	CUPCAKE, VANILLA/20 #PA114	\$25.1900	\$25.19	

# Purchase Orders - Detail

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## Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Le Chef Bakery</b>	<b>200510</b>	<b>1/11/2018</b>	<b>1/16/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$172.73
					<b>Vendor Total:</b>	\$805.44
<b>Fullerton School District</b>	<b>200540</b>	<b>1/22/2018</b>	<b>1/22/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Actual 4B Payroll per November Bitech Report		258,651.2700	\$258,651.27
1	ea	2	District Exp per November Bitech Report		\$6,661.3000	\$6,661.30
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$265,312.57
<b>Fullerton School District</b>	<b>200541</b>	<b>1/22/2018</b>	<b>1/22/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Payroll per December Bitech Report		260,000.0000	\$260,000.00
1	ea	2	Estimated Dist. Exp per December Bitech		\$8,000.0000	\$8,000.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$268,000.00
<b>Fullerton School District</b>	<b>200542</b>	<b>1/22/2018</b>	<b>1/31/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Payroll per January Bitech		260,000.0000	\$260,000.00
1	ea	2	Estimated Dist. Exp. per January Bitech		\$8,000.0000	\$8,000.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$268,000.00
					<b>Vendor Total:</b>	\$801,312.57
<b>Gold Star Foods Inc.</b>	<b>200461</b>	<b>12/15/2017</b>	<b>1/15/2017</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
22	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$68.5000	\$1,507.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,507.00
<b>Gold Star Foods Inc.</b>	<b>200464</b>	<b>12/19/2017</b>	<b>1/9/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
80	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$38.8000	\$3,104.00
40	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$66.9200	\$2,676.80
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,780.80
<b>Gold Star Foods Inc.</b>	<b>200465</b>	<b>12/19/2017</b>	<b>12/19/2017</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
14	cs	1	Mayonnaise Packets GS#201892 200/9gr		\$7.3000	\$102.20
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$102.20
<b>Gold Star Foods Inc.</b>	<b>200468</b>	<b>12/20/2017</b>	<b>1/2/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
41	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$28.7100	\$1,177.11

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>200468</b>	<b>12/20/2017</b>	<b>1/2/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
38	case	59046	Pizza,FrenchBrd, GS#403604 60/cs Ardellas	\$37.9900	\$1,443.62	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$2,620.73	
<b>Gold Star Foods Inc.</b>	<b>200469</b>	<b>12/20/2017</b>	<b>1/12/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
34	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984	\$52.1100	\$1,771.74	
9	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$38.3500	\$345.15	
19	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$37.4000	\$710.60	
69	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$31.6300	\$2,182.47	
60	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.0000	\$540.00	
17	case	55061	Chicken Fajita, Tyson Bulk-277/2.3, GS#401586	\$77.3700	\$1,315.29	
17	case	8013	Tortilla, 6" Hearty Grains GS#203781 24/12 / case	\$28.7500	\$488.75	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$7,354.00	
<b>Gold Star Foods Inc.</b>	<b>200470</b>	<b>12/20/2017</b>	<b>2/12/2018</b>	<b>1/12/2018</b>		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	CS	1	Chicken, Tender, Tyson #404683	\$39.1800	\$1,410.48	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$1,410.48	
<b>Gold Star Foods Inc.</b>	<b>200471</b>	<b>12/21/2017</b>	<b>1/19/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
59	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$47.3700	\$2,794.83	
34	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$45.7700	\$1,556.18	
72	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$22.8500	\$1,645.20	
22	case	33010	Turkey,Franks,GS#101006/Jennie-o#42222 4/5#	\$21.7800	\$479.16	
7	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$37.4000	\$261.80	
109	case	30067	CornDog,Mini,Chicken GS#100766 2/5#	\$22.1100	\$2,409.99	
22	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings	\$106.0700	\$2,333.54	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$11,480.70	
<b>Gold Star Foods Inc.</b>	<b>200498</b>	<b>1/9/2018</b>	<b>1/23/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	PK	1	SALT, GRANULATED IODIZED 25LB #200560	\$6.5500	\$6.55	
1	CS	1	JUICE, APPLE, 2/1GL #240289	\$9.5400	\$9.54	
1	CS	1	ORANGE EXTRACT 6/16OZ #209273	\$28.7100	\$28.71	
1	PK	1	BROWN SUGAR 25LB #210294	\$18.8300	\$18.83	
1	CS	1	VEGETABLE OIL, 6/1GL #210233	\$31.3100	\$31.31	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$94.94	
<b>Gold Star Foods Inc.</b>	<b>200500</b>	<b>1/9/2018</b>	<b>1/30/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	cs	1	DRESSING, RANCH LITE 4/1GL #300050	\$39.4200	\$39.42	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$39.42	
<b>Gold Star Foods Inc.</b>	<b>200501</b>	<b>1/9/2018</b>	<b>2/6/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	8301	Juice, Mango Swirl, GS#210257 6.75oz 40/cs	\$10.5100	\$420.40	
				<b>Sales Tax:</b>	\$0.00	
				<b>P.O. Total:</b>	\$420.40	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>200502</b>	<b>1/10/2018</b>	<b>1/23/2018</b>	<b>1/30/2018</b>		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
22	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$37.3300	\$821.26
35	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case		\$41.6500	\$1,457.75
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,279.01
<b>Gold Star Foods Inc.</b>	<b>200505</b>	<b>1/11/2018</b>	<b>2/2/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
39	CS	1	Cookie, Valentine, IW 160/CS #200606		\$31.4100	\$1,224.99
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,224.99
<b>Gold Star Foods Inc.</b>	<b>200506</b>	<b>1/11/2018</b>	<b>2/28/2018</b>	<b>1/30/2018</b>		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
43	case	380114	Dinner Meal, Power Up Box, GS#240273 30 ct.		\$46.4100	\$1,995.63
28	case	59802	Sandwich,Sunbter&grpJelly,GS#401972,96csSW#11128W		\$66.9200	\$1,873.76
27	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$68.5000	\$1,849.50
43	case	380113	Dinner Meal, Energizer GS#240272 30ct		\$46.4100	\$1,995.63
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$7,714.52
<b>Gold Star Foods Inc.</b>	<b>200507</b>	<b>1/11/2018</b>	<b>2/13/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
43	case	380114	Dinner Meal, Power Up Box, GS#240273 30 ct.		\$46.4100	\$1,995.63
27	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$68.5000	\$1,849.50
43	case	380113	Dinner Meal, Energizer GS#240272 30ct		\$46.4100	\$1,995.63
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,840.76
<b>Gold Star Foods Inc.</b>	<b>200508</b>	<b>1/11/2018</b>	<b>2/20/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
27	case	380136	Pizza, Cheese Anytimers#10101 48/cs		\$61.2300	\$1,653.21
14	case	59802	Sandwich,Sunbter&grpJelly,GS#401972,96csSW#11128W		\$66.9200	\$936.88
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,590.09
<b>Gold Star Foods Inc.</b>	<b>200511</b>	<b>1/12/2018</b>	<b>1/30/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	SK	1	Granola, Quick Oats, 50lb #200540		\$31.5500	\$31.55
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$31.55
<b>Gold Star Foods Inc.</b>	<b>200514</b>	<b>1/12/2018</b>	<b>1/26/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
48	case	56601	Pizza, Dbl Stffd Chs GS#400816 FFKP WG 96/cs		\$27.9600	\$1,342.08
27	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25		\$41.3800	\$1,117.26
37	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz		\$35.4800	\$1,312.76
14	case	56701	Chicken,Teriyaki,GS#403632, Lings 6/5# /case		\$91.6400	\$1,282.96
34	case	8264	Chips,Tortilla Rnd LaTapatia GS#201438 1.5oz/120ct		\$28.6500	\$974.10
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,029.16
<b>Gold Star Foods Inc.</b>	<b>200515</b>	<b>1/12/2018</b>	<b>1/30/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$26.4000	\$950.40
45	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$26.4000	\$1,188.00

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<b>Gold Star Foods Inc.</b>	<b>200515</b>	<b>1/12/2018</b>	<b>1/30/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	7230	Cinnamon Roll, WG, IW GS#134773 72/cs	\$30.4400	\$1,065.40		
24	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$31.6300	\$759.12		
18	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$70.6500	\$1,271.70		
10	case	55118	Dog, Chili Chs LS/RF GS#401819 72/4.5oz	\$48.8400	\$488.40		
24	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.	\$56.2300	\$1,349.52		
7	case	4302	Mustard, GS#201872, Heinz 500/5.5g	\$6.4400	\$45.08		
1	case	3073	Cereal,RaisinBran GS#201536 96ct/1.25oz.	\$17.5800	\$17.58		
5	case	55106	French Toast GS#403641 Cinn Glzd SF,IW 110/case	\$48.9400	\$244.70		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$7,379.90
<b>Gold Star Foods Inc.</b>	<b>200516</b>	<b>1/12/2018</b>	<b>1/30/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.1700	\$271.05		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$271.05
<b>Gold Star Foods Inc.</b>	<b>200517</b>	<b>1/12/2018</b>	<b>2/2/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
24	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.	\$35.2000	\$844.80		
24	case	30310	Pancakes, Strwbrry GS#139373 72/3.53 oz.	\$32.4000	\$777.60		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,622.40
<b>Gold Star Foods Inc.</b>	<b>200518</b>	<b>1/12/2018</b>	<b>2/9/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
24	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$37.1400	\$891.36		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$891.36
<b>Gold Star Foods Inc.</b>	<b>200520</b>	<b>1/16/2018</b>	<b>1/26/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	CS	1	Turkey, Pre-Cook Taco Jennie O #400996 4/7lb	\$82.8500	\$2,485.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,485.50
<b>Gold Star Foods Inc.</b>	<b>200521</b>	<b>1/16/2018</b>	<b>2/2/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$38.3700	\$383.70		
50	case	7223	Brownie, RF Fudge GS#100458/225 72/2.2oz.	\$25.6700	\$1,283.50		
10	case	55118	Dog, Chili Chs LS/RF GS#401819 72/4.5oz	\$48.8400	\$488.40		
20	case	56037	Burrito, Bean & Cheese, IW GS#405379 5.75oz/54/cs	\$34.7400	\$694.80		
11	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$13.3800	\$147.18		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,997.58
<b>Gold Star Foods Inc.</b>	<b>200524</b>	<b>1/17/2018</b>	<b>2/6/2018</b>	<b>2/13/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs	\$14.2500	\$855.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$855.00
<b>Gold Star Foods Inc.</b>	<b>200525</b>	<b>1/17/2018</b>	<b>2/6/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
80	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$38.8000	\$3,104.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200525	1/17/2018	2/6/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,104.00
Gold Star Foods Inc.	200526	1/18/2018	2/2/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
50	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs		\$13.3800	\$669.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$669.00
Gold Star Foods Inc.	200532	1/18/2018	2/2/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
4	CS	1	Popcorn, White Ched, SmartFoods #203330 72/CS		\$20.4700	\$81.88	
3	CS	1	Pretzels, Heartzel, Rold Gold #202761 104/cs		\$29.5700	\$88.71	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$170.59
Gold Star Foods Inc.	200539	1/19/2018	2/2/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
45	case	56037	Burrito, Bean & Cheese, IW GS#405379 5.75oz/54/cs		\$37.7400	\$1,698.30	
76	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$32.8300	\$2,495.08	
63	case	59046	Pizza,FrenchBrd, GS#403604 60/cs Ardellas		\$37.9900	\$2,393.37	
35	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$38.3700	\$1,342.95	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$7,929.70
Gold Star Foods Inc.	200543	1/22/2018	2/6/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
2	case	58003	Sausage Patty, Pork GS#401406 250ct/1.2oz.		\$19.8500	\$39.70	
2	case	55103	French Toast, Stick GS#406054 130/2.65 oz. SunFrs		\$44.0900	\$88.18	
15	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$37.3300	\$559.95	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$687.83
Gold Star Foods Inc.	200545	1/22/2018	2/16/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
21	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$39.4100	\$827.61	
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$66.9200	\$4,015.20	
96	case	56064	Sandwich, Turkey&Chs - Bun GS#401529 36/cs		\$29.1700	\$2,800.32	
80	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$38.8000	\$3,104.00	
50	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$13.3800	\$669.00	
45	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case		\$41.6500	\$1,874.25	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$13,290.38
Gold Star Foods Inc.	200546	1/22/2018	3/6/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
45	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case		\$41.6500	\$1,874.25	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,874.25
Gold Star Foods Inc.	200547	1/22/2018	2/16/2018				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
50	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs		\$13.3800	\$669.00	

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Gold Star Foods Inc.	200547	1/22/2018	2/16/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$669.00
Gold Star Foods Inc.	200549	1/25/2018	2/20/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
40	case	8301	Juice, Mango Swirl, GS#210257 6.75oz 40/cs		\$10.5100	\$420.40
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$420.40
<b>Vendor Total:</b>						\$101,838.69
↑						
P & R Paper Supply Company, Inc.	200466	12/19/2017	1/10/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$35.6000	\$284.80
1	case	80029	Gloves, Poly Clr (L) GOL-1501 10/10/100/cs GoldMax		\$38.4900	\$38.49
1	case	80006	Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs		\$38.5000	\$38.50
10	case	80017	Handi-Wipes Pink/White CHX #8507 200/cs		\$20.6900	\$206.90
			<b>Sales Tax:</b>			\$44.06
			<b>P.O. Total:</b>			\$612.75
P & R Paper Supply Company, Inc.	200467	12/19/2017	1/10/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	82101	Knife,Clear Plstc HeavyDuty #NTR-6871 1000/case		\$14.4000	\$43.20
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$43.20
P & R Paper Supply Company, Inc.	200503	1/10/2018	1/17/2018	1/24/2018		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	case	87301	Pallet Wrap 80 Gauge CWC-051157 18X1500		\$48.7200	\$48.72
12	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case		\$7.8000	\$93.60
			<b>Sales Tax:</b>			\$3.78
			<b>P.O. Total:</b>			\$146.10
P & R Paper Supply Company, Inc.	200504	1/10/2018	1/17/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	case	84107	Cup Coffee 8oz Symp Handle IMV-8PCWH 1M/case		\$36.0500	\$180.25
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$180.25
P & R Paper Supply Company, Inc.	200522	1/17/2018	1/24/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
15	cs	1	Plate, Clear 6" Classic WNA-CW6180		\$27.0000	\$405.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$405.00
P & R Paper Supply Company, Inc.	200523	1/17/2018	2/24/2018	1/24/2018		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
16	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs		\$25.4500	\$407.20
5	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280		\$11.1500	\$55.75
10	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$8.9500	\$89.50
			<b>Sales Tax:</b>			\$42.82
			<b>P.O. Total:</b>			\$595.27

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<b>Vendor Total:</b>						\$1,982.57 ^
<b>Costco Membership</b>	<b>200499</b>	<b>1/9/2018</b>	<b>2/1/2018</b>		<b>5210</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	ea	1	Membership Renewal	\$60.0000	\$180.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$180.00
<b>Vendor Total:</b>						\$180.00 ^
<b>Industrial Electric</b>	<b>200512</b>	<b>1/12/2018</b>	<b>1/12/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Hand Pump Assembly	\$311.4600	\$311.46	
1	hr	2	Labor	\$129.0000	\$129.00	
1	ea	3	Truck Charge	\$139.0000	\$139.00	
1	ea	4	Freight	\$35.0000	\$35.00	
1	ea	5	In Process	\$332.5000	\$332.50	
<b>Sales Tax:</b>						\$26.85
<b>P.O. Total:</b>						\$973.81
<b>Vendor Total:</b>						\$973.81 ^
<b>ProGuard Service and Solutions</b>	<b>200544</b>	<b>1/22/2018</b>	<b>2/5/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	70018	Soap Pot & Pan 4/1gal. #8000341	\$61.3800	\$1,473.12	
<b>Sales Tax:</b>						\$114.17
<b>P.O. Total:</b>						\$1,587.29
<b>Vendor Total:</b>						\$1,587.29 ^
<b>Hollandia Dairy</b>	<b>200472</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,243.20
<b>Hollandia Dairy</b>	<b>200473</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	

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<b>Hollandia Dairy</b>	<b>200473</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	
<b>Hollandia Dairy</b>	<b>200474</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	
<b>Hollandia Dairy</b>	<b>200475</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	
<b>Hollandia Dairy</b>	<b>200476</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	
<b>Hollandia Dairy</b>	<b>200477</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	
<b>Hollandia Dairy</b>	<b>200478</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$4,243.20	

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<b>Hollandia Dairy</b>	<b>200478</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$120.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,363.20
<b>Hollandia Dairy</b>	<b>200479</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,243.20
<b>Hollandia Dairy</b>	<b>200480</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,243.20
<b>Hollandia Dairy</b>	<b>200481</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
1000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$120.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,363.20
<b>Hollandia Dairy</b>	<b>200482</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00		
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,363.20
<b>Hollandia Dairy</b>	<b>200483</b>	<b>12/22/2017</b>	<b>1/31/2018</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200483</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,243.20
<b>Hollandia Dairy</b>	<b>200484</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
1000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$120.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,363.20
<b>Hollandia Dairy</b>	<b>200485</b>	<b>12/22/2017</b>	<b>1/31/2017</b>	<b>1/31/2018</b>		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,243.20
<b>Hollandia Dairy</b>	<b>200486</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$2,108.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$203.50	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,083.50
<b>Hollandia Dairy</b>	<b>200487</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,243.20
<b>Hollandia Dairy</b>	<b>200488</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200488</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,243.20
<b>Hollandia Dairy</b>	<b>200489</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,243.20
<b>Hollandia Dairy</b>	<b>200490</b>	<b>12/22/2017</b>	<b>1/31/2017</b>	<b>1/31/2018</b>		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,243.20
<b>Hollandia Dairy</b>	<b>200491</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$843.20	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$822.00	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$1,628.00	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
1000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$109.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,243.20
<b>Hollandia Dairy</b>	<b>200492</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2108	\$632.40	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2055	\$616.50	
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2035	\$610.50	
50	CS	997097	Yogurt, Yami Strw/Ban #2181 1/2pt 24/cs	\$15.8000	\$790.00	
50	CS	997093	Yogurt, Asstd 4oz 48/case #2185	\$14.4000	\$720.00	
20	EA	997092	Yogurt Vanilla 32lb #2700	\$30.0000	\$600.00	
3000	EA	997022	Juice, Apple 4oz #3771	\$0.1090	\$327.00	
3000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1200	\$360.00	
5	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$85.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$4,741.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>200493</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
30000	EA	997099	Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP)		\$0.2108	\$6,324.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,324.00
<b>Hollandia Dairy</b>	<b>200494</b>	<b>12/22/2017</b>	<b>1/31/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	EA	10075	Yogurt, Vanilla 32 lb #2700		\$30.0000	\$150.00
5	CS	10087	Creamer, Coffee H.D. 3/8oz 400/cs #3427		\$9.7300	\$48.65
5	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #3435		\$20.1900	\$100.95
5	CS	10089	Cream Cheese, Bagl Shopp 3/4oz 100/CS #5892		\$20.8275	\$104.14
3	EA	10071	Whipped Cream, 1/2 PT #1672		\$1.8170	\$5.45
3	EA	10081	Sour Cream Pint #2167		\$3.1726	\$9.52
3	CS	10073	Eggs, Large 12/CS #7025		\$1.9400	\$5.82
7	CS	10073	Eggs, Large 12/CS #7025		\$2.2200	\$15.54
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$440.07
					<b>Vendor Total:</b>	\$96,569.77
<b>Caster Technology Corp.</b>	<b>200460</b>	<b>12/15/2017</b>	<b>1/8/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	EA	1	Wheel 4x1.25x0.375 #3URW-0401206-BXX-26-BU		\$15.7600	\$126.08
1	ea	1	Freight Charges		\$15.2300	\$15.23
					<b>Sales Tax:</b>	\$9.77
					<b>P.O. Total:</b>	\$151.08
					<b>Vendor Total:</b>	\$151.08
<b>Papa John's Pizza</b>	<b>200462</b>	<b>12/18/2017</b>	<b>12/18/2017</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Inv.#S3891-17-4318-cs dated 12/18/17		\$41.0300	\$41.03
1	lot	1	Inv.#S3891-17-4318-ca dated 12/18/17		\$20.5200	\$20.52
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$61.55
					<b>Vendor Total:</b>	\$61.55
<b>Gloria Arroyo</b>	<b>200529</b>	<b>1/18/2018</b>	<b>1/18/2018</b>		<b>5220</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Reimbursement for Food Manager Cert. Class		\$139.0000	\$139.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$139.00
					<b>Vendor Total:</b>	\$139.00

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<b>Premier Food Safety</b>	<b>200495</b>	<b>1/2/2018</b>	<b>3/26/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
20	ea	1	Food Manager Certification Class		\$129.0000	\$2,580.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,580.00
					<b>Vendor Total:</b>	\$2,580.00
<b>Quick Dispense, Inc.</b>	<b>200519</b>	<b>1/12/2018</b>	<b>1/16/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4	case	10104	Coffee,Orgnic Frnch Rst Grn Mtn#4692 50/2.5oz/case		\$79.9500	\$319.80
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$319.80
					<b>Vendor Total:</b>	\$319.80
<b>Elegant Designs Specialty Linens, Inc.</b>	<b>200538</b>	<b>1/19/2018</b>	<b>2/6/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	each	1	6' Table		\$8.5500	\$487.35
57	each	1	90"x132" Black Solid Table Linen		\$10.9000	\$621.30
4	each	1	8' Table		\$8.6500	\$34.60
4	each	1	90"x156" Black Solid Table Linen		\$12.2300	\$48.92
4	each	1	90"x156" Gold Solid Table Linen		\$12.2300	\$48.92
4	each	1	90"x156" Silver Solid Table Linen		\$12.2300	\$48.92
2	each	1	90"x90" Silver Solid Table Linen		\$8.2500	\$16.50
1	each	1	Delivery and Pick up Fee		\$150.0000	\$150.00
					<b>Sales Tax:</b>	\$101.25
					<b>P.O. Total:</b>	\$1,557.76
					<b>Vendor Total:</b>	\$1,557.76
<b>Dan's Thermal Services</b>	<b>200513</b>	<b>1/12/2018</b>	<b>1/12/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	hr	1	Labor		\$85.0000	\$255.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$255.00
<b>Dan's Thermal Services</b>	<b>200527</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimate to fix Small Freezer (F1)		\$300.0000	\$300.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00
<b>Dan's Thermal Services</b>	<b>200528</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimate to fix milk cooler		\$300.0000	\$300.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00

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<b>Dan's Thermal Services</b>	<b>200530</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	ea	1	Parts - Refrigerant R404A	\$15.0000	\$180.00	
1	ea	2	Parts - Bohn OEM D-F Heater	\$366.1600	\$366.16	
4	hr	3	Labor	\$85.0000	\$340.00	
1	ea	4	Shipping	\$44.2000	\$44.20	
					<b>Sales Tax:</b>	\$42.33
					<b>P.O. Total:</b>	\$972.69
						<input type="checkbox"/>
<b>Dan's Thermal Services</b>	<b>200533</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimate to repair Big Freezer - Dock	\$300.0000	\$300.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00
					<b>Vendor Total:</b>	\$2,127.69
						^
<b>Alfredo Serna</b>	<b>200463</b>	<b>12/19/2017</b>	<b>12/21/2017</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Catering Food - Taco/Salad	\$700.0000	\$700.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$700.00
					<b>Vendor Total:</b>	\$700.00
						^
<b>TabletKiosk</b>	<b>200531</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
34	ea	1	PC Touch Screen, HTX All-In-One 20"	\$1,365.0000	\$46,410.00	
34	ea	1	Battery and Mount, BP90, 16V,19V,24V-26000mAh	\$200.0000	\$6,800.00	
34	ea	1	CA EWaste for AIOs	\$6.0000	\$204.00	
					<b>Sales Tax:</b>	\$4,139.59
					<b>P.O. Total:</b>	\$57,553.59
					<b>Vendor Total:</b>	\$57,553.59
						^
<b>Preferred Packaging Sales &amp; Service</b>	<b>200534</b>	<b>1/18/2018</b>	<b>1/18/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Tray Sealer, IDX280-DL-SV	\$74,855.0000	\$74,855.00	
1	ea	1	Delivery, Crating and Setup	\$2,798.6300	\$2,798.63	
					<b>Sales Tax:</b>	\$6,018.15
					<b>P.O. Total:</b>	\$83,671.78
					<b>Vendor Total:</b>	\$83,671.78
						^

**GRAND TOTAL**  
**(NET OF OPEN P.O.'s)**

\$ 1,058,701.45

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Melissa Greenwood, Director, Business Services

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 113573 THROUGH 114165 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 113573 through 114165 for the 2017/2018 school year totaling \$2,955,418.32. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,668,619.03
12	Child Development	41,584.98
14	Deferred Maintenance	26,113.60
25	Capital Facilities	9,553.75
40	Special Reserve	83,949.00
68	Workers' Compensation	76,619.92
81	Property/Liability Insurance	<u>48,978.04</u>
	Total	\$2,955,418.32

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 113573 through 114165 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Michael Burns, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12552 THROUGH 12608 FOR THE 2017/2018 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12552 through 12608 for the 2017/2018 school year. The total amount presented for approval is \$812,168.72.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 12552 through 12608 for the 2017/2018 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

**PREPARED BY:** Helene Morris, Director of Administrative Services

**SUBJECT:** **APPROVE/RATIFY 2017/2018 AGREEMENT #45414 FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES (OCFNLPS) PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JR. HIGH SCHOOL EFFECTIVE SEPTEMBER 1, 2017**

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership Services (OCFNLPS) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive changes in their schools and communities. OCFNLPS staff provide technical assistance, leadership training, and support for chapter development. Students meet during the lunch break.

Laguna Road School and Nicolas Jr. High School have offered a Friday Night Live Partnership Services program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with Fullerton School District, Laguna Road School, and Nicolas Jr. High School. Orange County Department of Education is offering a total of \$2,000 in stipends. The two staff members at Laguna Road School and Nicolas Jr. High School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

<u>Laguna Road School:</u>		<u>Nicolas Jr. High School</u>	
Pam Penner	\$500	Linda Wingfield	\$500
Bonnie Winthrop	\$500	Jenny Trujillo	\$500

Rationale: Students at Laguna Road School and Nicolas Jr. High School have benefited from the many opportunities for school service, student leadership, and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: A \$2,000 stipend reimbursement will be received from Orange County Department of Education.

Recommendation: Approve/Ratify 2017/2018 Agreement #45414 for Provision of Orange County Friday Night Live Partnership Services (OCFNLPS) Program at Laguna Road School and Nicolas Jr. High School effective September 1, 2017.

2 AGREEMENT FOR PROVISION OF  
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES  
4 BETWEEN  
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
6 AND  
7 FULLERTON SCHOOL DISTRICT  
8 FISCAL YEAR 2017-2018

9 This AGREEMENT, entered into this 1st day of September, 2017, which  
10 date is enumerated for purposes of reference only, is by and between  
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,  
12 California 92626, hereinafter referred to as "SUPERINTENDENT", and  
13 Fullerton School District, 1401 West Valencia Drive, Fullerton,  
14 California 92803, hereinafter referred to as "DISTRICT".

15 WITNESSETH:

16 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the  
17 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange  
18 County Friday Night Partnership services to the residents of Orange  
19 County; and

20 WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT  
21 for the provision of Orange County Friday Night Live Partnership advisor  
22 stipends in order to comply with the Agreement with COUNTY to provide  
23 comprehensive primary prevention programs to the residents of Orange  
24 County; and

25 WHEREAS, DISTRICT is specially trained, experienced and competent  
to perform the services required, and is agreeable to the rendering of  
such services according to the terms and conditions hereinafter set  
forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an  
2 independent contractor to provide the services as described in the  
3 "2017-2018 Participation & Stipend Requirements for School-Based  
4 Chapters", which is attached hereto as Exhibit "A" and incorporated  
5 herein by this reference. SUPERINTENDENT shall provide advisor stipends  
6 to the designated Orange County Friday Night Live chapter advisor(s)  
7 at: Laguna Road Elementary School and Nicolas Junior /high School.  
8 DISTRICT hereby agrees to perform said work upon the terms and  
9 conditions hereinafter set forth for the Community & Student Support  
10 Services Program.

11 2.0 TERM. DISTRICT shall commence providing services under this  
12 AGREEMENT on September 1, 2017 and will diligently perform as required  
13 and complete performance by June 30, 2018, subject to termination as  
14 set forth in this AGREEMENT.

15 3.0 PAYMENT.

16 A. SUPERINTENDENT agrees to pay DISTRICT for services  
17 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the  
18 total sum not to exceed Two thousand dollars (\$2,000.00).

19 **Reimbursement for Advisor Stipends shall be made at the maximum rate of**  
20 **One thousand dollars (\$1,000.00) for each eligible school chapter.**

21 **Verification and completion of all activities by June 1, 2018, is**  
22 **required to receive full stipend.** Payment to DISTRICT shall be made  
23 upon satisfactory performance of activities identified in Section 1.0  
24 of this AGREEMENT, satisfactory completion of reporting requirements,  
25 and receipt and approval of an itemized invoice. **DISTRICT'S invoice is**  
**due to SUPERINTENDENT no later than June 29, 2018.** Payment shall be

1 mailed to: Fullerton School District, 1401 West Valencia Drive,  
2 Fullerton, California 92803, or at such other place as DISTRICT may  
3 designate in writing. Payment shall be made within thirty (30) days  
4 from receipt of an accurate invoice from DISTRICT.

5 B. DISTRICT shall not claim reimbursement for food, equipment  
6 purchases, or services provided beyond the expiration and/or termination  
7 of this AGREEMENT, except as may otherwise be provided under this  
8 AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should  
10 DISTRICT fail to comply with any of the provisions set forth in this  
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is  
13 contingent upon the availability of funds furnished by the State of  
14 California. In the event that such funding is terminated or reduced,  
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal  
16 obligations hereunder shall be limited to the amount owed to DISTRICT  
17 for services thus far performed at the time notice is given to DISTRICT.  
18 SUPERINTENDENT shall provide DISTRICT written notification of such  
19 termination. Notice shall be deemed given when received by the DISTRICT  
20 or no later than three (3) days after the day of mailing, whichever is  
21 sooner.

22 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any  
23 costs or expenses paid or incurred by DISTRICT in performing services  
24 for SUPERINTENDENT, except as follows: N/A.

25 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this  
AGREEMENT, shall be and act as an independent contractor. DISTRICT

1 understands and agrees that he/she and all of his/her employees shall  
2 not be considered officers, employees or agents of the SUPERINTENDENT,  
3 and are not entitled to benefits of any kind or nature normally provided  
4 employees of the SUPERINTENDENT and/or to which SUPERINTENDENT'S  
5 employees are normally entitled, including, but not limited to, State  
6 Unemployment Compensation or Workers' Compensation. DISTRICT assumes  
7 the full responsibility for the acts and/or omissions of his/her  
8 employees or agents as they relate to the services to be provided under  
9 this AGREEMENT. DISTRICT shall assume full responsibility for payment  
10 of all federal, state and local taxes or contributions, including  
11 unemployment insurance, social security and income taxes with respect  
12 to DISTRICT'S employees.

13 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify, hold  
14 harmless and defend the SUPERINTENDENT, the Orange County Board of  
15 Education and its officers, agents and employees from every claim or  
16 demand made and every liability, loss, damage or expense, of any nature  
17 whatsoever, which may be incurred by reason of:

18 (a) Liability for damages for: (1) death or bodily injury  
19 to person; (2) injury to, loss or theft of property; or  
20 (3) any other loss, damage or expense arising out of (1) or  
21 (2) above, sustained by the DISTRICT or any person, firm or  
22 corporation employed by the DISTRICT, either directly or by  
23 independent contract, upon or in connection with the services  
24 called for in this AGREEMENT, however caused, except for  
25 liability for damages referred to above which result from  
the sole negligence or willful misconduct of the

1 SUPERINTENDENT, the Orange County Board of Education, or its  
2 officers, employees or agents.

3 (b) Any injury to or death of any persons, including the  
4 SUPERINTENDENT or its officers, agents and employees, or  
5 damage to or loss of any property caused by any act, neglect,  
6 default, or omission of the DISTRICT, or any person, firm or  
7 corporation employed by the DISTRICT, either directly or by  
8 independent contract, arising out of, or in any way connected  
9 with, the services covered by this AGREEMENT, whether said  
10 injury or damage occurs either on or off SUPERINTENDENT'S  
11 property, except for liability for damages which result from  
12 the sole negligence or willful misconduct of the  
13 SUPERINTENDENT, the Orange County Board of Education, or its  
14 officers, employees or agents.

15 (c) Any liability for damages which may arise from the  
16 furnishing or use of any copyrighted or uncopyrighted matter  
17 or patented or unpatented invention under this AGREEMENT.

18 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
19 AGREEMENT shall not be assigned by the DISTRICT without prior written  
20 approval of SUPERINTENDENT.

21 8.0 TOBACCO USE POLICY. In the interest of public health,  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
23 of any tobacco products are prohibited in buildings and vehicles, and  
24 on any property owned, leased or contracted for by the SUPERINTENDENT  
25 pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with

1 conditions of this policy could result in the termination of this  
2 AGREEMENT.

3 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
4 unlawful discrimination in employment of persons because of race, color,  
5 religious creed, national origin, ancestry, physical handicap, medical  
6 condition, marital status, or sex of such persons.

7 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or  
8 without case, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT  
9 shall provide written notice to the other party thirty (30) days in  
10 advance of termination. SUPERINTENDENT shall compensate DISTRICT only  
11 for services satisfactorily rendered to the date of termination. Written  
12 notice by SUPERINTENDENT shall be sufficient to stop further performance  
13 of services by DISTRICT. Notice shall be deemed given when received by  
14 SUPERINTENDENT or DISTRICT or no later than three (3) days after the  
15 day of mailing, whichever is sooner.

16 11.0 NOTICE. All notices or demands to be given under this AGREEMENT  
17 by either party to the other, shall be in writing and given either by:  
18 (a) personal service or (b) by U.S. Mail, mailed either by registered  
19 or certified mail, return receipt requested, with postage prepaid.  
20 Service shall be considered given when received if personally served or  
21 if mailed on the third day after deposit in any U.S. Post Office. The  
22 address to which notices or demands may be given by either party may be  
23 changed by written notice given in accordance with the notice provisions  
24 of this section. As of the date of this AGREEMENT, the addresses of the  
25 parties are as follows:

////

1           DISTRICT:   Fullerton School District  
2                           1401 West Valencia Drive  
3                           Fullerton, California 92803  
4                           Attn: \_\_\_\_\_

5           SUPERINTENDENT:   Orange County Superintendent of Schools  
6                           200 Kalmus Drive  
7                           P.O. Box 9050  
8                           Costa Mesa, California 92628-9050  
9                           Attn: Patricia McCaughey

10 12.0 NON WAIVER.   The failure of SUPERINTENDENT or DISTRICT to seek  
11 redress for violation of, or to insist upon, the strict performance of  
12 any term or condition of this AGREEMENT, shall not be deemed a waiver  
13 by that party of such term or condition, or prevent a subsequent similar  
14 act from again constituting a violation of such term or condition. Or  
15 prevent a subsequent similar act from again constituting a violation of  
16 such term or condition. Nevertheless continue in full force and effect,  
17 and shall not be affected, impaired or invalidated in any way.

18 13.0 SEVERABILITY.   If any term, condition or provision of this  
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
20 void, or unenforceable, the remaining provisions will nevertheless  
21 continue in full force and effect, and shall not be affected, impaired  
22 or invalidated in anyway.

23 14.0 APPLICABLE LAWS.   The services completed herein must meet the  
24 approval of the SUPERINTENDENT and shall be subject to the  
25 SUPERINTENDENT'S general right of inspection to secure the satisfactory  
completion thereof. DISTRICT agrees to comply with all federal, state  
and local laws, rules, regulations and ordinances that are now or may  
in the future become applicable to DISTRICT, DISTRICT'S business,

1 equipment and personnel engaged in operations covered by this AGREEMENT  
2 or accruing out of the performance of such operations.

3 15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its  
4 Subcontractors, if any, that provide services covered by this AGREEMENT  
5 shall comply with Section 106(g) of the Trafficking Victims Protection  
6 Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

7 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
8 be governed by the laws of the State of California with venue in Orange  
9 County, California.

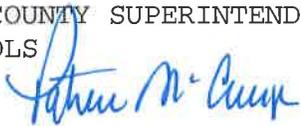
10 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
11 attached hereto constitute the entire agreement among the Parties to it  
12 and supersedes any prior or contemporaneous understanding or agreement  
13 with respect to the services contemplated, and may be amended only by  
14 a written amendment executed by both Parties to the AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: FULLERTON SCHOOL  
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

18 BY: \_\_\_\_\_  
19 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

20 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

21 TITLE: \_\_\_\_\_

TITLE: Administrator

22 DATE: \_\_\_\_\_

DATE: December 21, 2017

23 FullertonSD-OCFNLP Advisor Stipend (45414)18  
24 Zip6

## **Orange County Friday Night Live Partnership Advisor Stipend Participation Requirements Fullerton School District 2017-2018 Contract Request Attachment**

### **DESCRIPTION OF SERVICES**

- This contract allocates monies for Orange County Friday Night Live Partnership (OCFNLP) Advisor Stipends.
- The listed school is eligible for these funds by fulfilling the requirements of the grant as delineated.
- Eligibility requirements are distributed to the advisors at the September OCFNLP Advisor Kick-off meeting.
- Actual payment amount will be determined by the OCFNLP Program Specialist based on completion of requirements.

### **DEFINITION OF AN ACTIVE CHAPTER**

- The Orange County Friday Night Live Partnership (OCFNLP) is a youth development and alcohol, tobacco, other drug, and violence prevention program established on school campuses and in youth-serving organizations. Participating sites operate under the following core program activities: chapter establishment and development, prevention activities, recruitment and maintenance activities, skill building and leadership trainings.

### **ADVISOR STIPEND DESCRIPTION**

- Each school chapter is eligible to receive a *maximum of \$1,000.00* for advisor stipend funds.
- Verification and completion of all activities by *June 1, 2018*, is required to receive a full stipend.
- OCFNLP will contact the district's accounting department requesting an invoice listing payment amounts per chapter (any adjusted amount will be included) after completion of requirements has been determined. A copy of the contractual agreement between Orange County Department of Education and the District will also be forwarded.
- The district agrees to provide an invoice to OCFNLP no later than *June 29, 2018*.
- Advisor stipend funds are to be paid directly to the chapter advisor.

The eligible schools in this district are:

1. Laguna Road Elementary School
2. Nicolas Junior High School

### **ADVISOR STIPEND JUSTIFICATION**

Chapters are student-led with the assistance of their site advisor(s). The support and participation of the advisor is essential to the success of the students. The use of a contract-based stipend will ensure the continuity of program activities on a local, countywide, and statewide level, and will ensure the integrity of all activities.

### **SPECIAL PROVISION TO BE INCLUDED IN CONTRACT (must be written as follows):**

Subcontractor shall not use the funds provided by means of this Agreement for lobbying any governmental agency or official. Subcontractor shall file all certificates and reports in compliance with the requirement pursuant to Title 31, Section 1352, U.S.C.A.

**The district has been screened and cleared to do business with OCDE.**

## Friday Night Live Kids (FNL Kids)

### 2017-2018 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live Kids (FNL Kids) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2017-2018 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. <b>Name, Membership, Meetings, and Standards of Practice:</b> Utilize the FNL Kids name for meetings, events, and activities. Maintain a FNL Kids chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$100
2. <b>Annual Paperwork:</b> Complete and submit the following paperwork by October 6, 2017: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. <b>Monthly Logs:</b> Due monthly by the 10 <sup>th</sup> day of the following month.	\$100
4. <b>Advisor Leadership Training:</b> Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. <b>Fall Youth Training:</b> Participate in the Fall Leadership Training or a 3-hour training conducted at school site.	\$100
6. <b>Spring Youth Training/Event:</b> Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. <b>Program Evaluation:</b> Administer the year-end survey to current chapter members in April.	\$50
8. <b>Alcohol and Other Drug Prevention Activities:</b> Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. <b>School-based Prevention Activity #1:</b> Conduct one (1) prevention activity by December 31, 2017 that results in contact with 60% of the grade 4-6 school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100
10. <b>School-based Prevention Activity #2:</b> Conduct one (1) prevention activity by June 15, 2018 that results in contact with 60% of the grade 4-6 school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100

***I have read and understand the requirements in this document.***

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



# Club Live

## 2017-2018 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Club Live advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2017-2018 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. <b>Name, Membership, Meetings, and Standards of Practice:</b> Utilize the Club Live name for meetings, events, and activities. Maintain a Club Live chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$100
2. <b>Annual Paperwork:</b> Complete and submit the following paperwork by October 6, 2017: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. <b>Monthly Logs:</b> Due monthly by the 10 <sup>th</sup> day of the following month.	\$100
4. <b>Advisor Leadership Training:</b> Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. <b>Fall Youth Training:</b> Participate in the Fall Leadership Training or a 3-hour training conducted at school site.	\$100
6. <b>Spring Youth Training/Event:</b> Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. <b>Program Evaluation:</b> Administer the year-end survey to current chapter members in April.	\$50
8. <b>Alcohol and Other Drug Prevention Activities:</b> Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. <b>School-based Prevention Activity #1:</b> Conduct one (1) prevention activity by December 31, 2017 that results in contact with 50% of the school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100
10. <b>School-based Prevention Activity #2:</b> Conduct one (1) prevention activity by June 15, 2018 that results in contact with 50% of the school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100

***I have read and understand the requirements in this document.***

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on January 22, 2018.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

CL:yd  
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/22/2018  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/13/2018**

**LEGEND**

<b>Acronym</b>	<b>Definition</b>
<b>ASP</b>	After School Program
<b>BB</b>	Bilingual Biliterate
<b>CFRA</b>	California Family Right Act
<b>ESY</b>	Extended School Year
<b>FMLA</b>	Family Medical Leave Act
<b>NTE</b>	Not to Exceed
<b>PDL</b>	Pregnancy Disability Leave

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/22/2018  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/13/2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Martinez	Mayra	Health Assistant/sub	Add Health Assistant/sub classification	12/6/17	99		100	B17/1
Pasaran Garduno	Gustavo	Instr. Asst./Recreation/sub	Add Instr. Asst./Recreation/sub classification	10/2/17	99		100	B11/1
Purvi	Parikh H.	Playground Supervisor/sub	Change from regular to substitute status	1/9/18	10		100	B11/1
Espinoza	Graciela	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Oskomus	Gigi	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Parikh	Purvi	Playground Supervisor	Change from substitute to regular status	8/14/17	10	5.80/wk	100	B11/1
Contreras	Sandra M.	School Office Manager	Extra summer work NTE 25 hours through 6/30/17	6/26/17	22	25.00	304	B25/6
Siqueiros Beltran	Ignacio	Custodian I	Extra summer work NTE 3.75/day through 8/11/17	7/12/17	53	3.75	542	B17/5
Urenda	Robert	Bus Driver	Extra summer work NTE 4 hours through 6/30/17	6/26/17	56	4.00	565	B21/6
Lopez	Alfredo S.	Custodian I/sub	Extra time NTE 8.00/day through 11/22/17	11/20/17	53	8.00	542	B17/1
Employee ID	6478	School Office Manager	FMLA/CFRA from 1/15/18 through 1/26/18	1/15/18	23	8.00	403	B25/3
Employee ID	6529	Buyer	FMLA/CFRA from 1/4/18 through 2/2/18	1/4/18	50	8.00	531	B28/3
Mancha	Jose	Assistant Director of Transportation Services	Hire probationary status	1/29/18	56	8.00	565	M17/2
Schlabsz	Scott	Director of Facilities, Maintenance and Operations	Hire probationary status	1/17/18	53	8.00	533/542/ 547	M33/1
Bruneau	Laurie	Director of Risk Management, Workers' Compensation, and Safety	Hire probationary status	12/21/17	51	8.00	524	M21/1

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Contreras								
Barron	Andrea F.	Health Assistant	Hire probationary status	12/8/17	13	3.75	402	B18/1
Yang	Michelle C.	Instr. Asst./Recreation	Hire probationary status	8/14/17	13	3.00	100	B11/1
Tran	Jennifer	Instr. Asst./Recreation	Hire probationary status	8/29/17	21	18.75/wk	100	B11/1
Anusiem	Ejlke T.	Instr. Asst./Recreation	Hire probationary status	12/5/17	60	19.50/wk	085	B11/1
Herrera	Vanessa E.	Instr. Asst./Recreation	Hire probationary status	12/6/17	60	19.50/wk	085	B11/1
Leggett	Michelle M.	Instr. Asst./Recreation	Hire probationary status	12/11/17	60	19.50/wk	329	B11/1
Perez	Angelica C.	Instr. Asst./Recreation	Hire probationary status	12/18/17	19	16.50/wk	100	B11/1
Garcia Hernandez	Estenia	Instr. Asst./Recreation	Hire probationary status	1/8/18	60	19.50/wk	329	B11/1
Yu	Annie	Instr. Asst./Regular	Hire probationary status	8/14/17	13	3.00	100	B11/1
Velasquez	Breanne A.	Instr. Asst./Regular	Hire probationary status	9/12/17	25	3.75	100/302	B11/1
Renteria	Uriel	Instr. Asst./Regular	Hire probationary status	12/11/17	60	17.50/wk	310	B11/1
Bergstrom	Mary L.	Instr. Asst./Regular	Hire probationary status	1/8/18	60	17.50/wk	310	B11/1
Jones	Amelia M.	Instr. Asst./Regular	Hire probationary status	1/8/18	60	3.50	310	B11/1
Sanchez	Alejandra	Instr. Asst./Regular	Hire probationary status	1/9/18	24	18.75/wk	086	B11/1
Rivera	Angela R.	Instr. Asst./Special Ed I	Hire probationary status	9/5/17	17	3.00	130	B14/1
Martinez	Martha A.	Instr. Asst./Special Ed I	Hire probationary status	12/4/17	25	3.00	122	B14/1
Rante	Anna L.	Instr. Asst./Special Ed I	Hire probationary status	12/4/17	21	3.00	122	B14/1
Nguyen	Ngoc T.N.	Instr. Asst./Special Ed I	Hire probationary status	1/8/18	17	6.00	130	B14/1
Garcia	Jacqueline	Instr. Asst./Special Ed II BB	Hire probationary status	12/7/17	29	6.00	125	B14/1
Nunn	Joseph M.	Instr. Asst./Technology	Hire probationary status	12/11/17	59	5.00	409	B21/1
Wolfe	Kelly E.	Occupational Therapist	Hire probationary status	9/13/17	54	8.00	505	M14/1
Strong	Nayeli P.	Social Service Assistant	Hire probationary status	8/17/17	19	12.00/wk	304	B17/1

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Chavez	Abigail	AVID Tutor	Hire regular status	1/10/18	20	3.30	212	\$11.00/hr
Kennedy	Briana H.	Mental Health Therapist Intern	Hire regular status	8/14/17	27	24.00/wk	302	\$18.00/hr
Luper	Linzee R.	Mental Health Therapist Intern	Hire regular status	8/14/17	12	24.00/wk	212/504	\$18.00/hr
Marsden	Christine J.	Mental Health Therapist Intern	Hire regular status	8/14/17	23	24.00/wk	504	\$18.00/hr
Torres	Sheryl N.	Mental Health Therapist Intern	Hire regular status	8/14/17	21	24.00/wk	504	\$18.00/hr
Smith	Angelica E.	Mental Health Therapist Intern	Hire regular status	8/22/17	19	24.00/wk	212/304/ 504	\$18.00/hr
Gomez	Anna M.	Playground Supervisor	Hire regular status	8/24/17	15	8.40/wk	100	B11/1
Fino	Adrienne N.	Registered Associate: Marriage and Family Therapist	Hire regular status	1/11/18	22	24.00/wk	212	\$18.00/hr
Cruz	Monica	Clerical Assistant I/sub	Hire substitute status	12/11/17	99		100	B17/1
Johnson	Jessica D.	Clerical Assistant I/sub	Hire substitute status	1/8/18	99		100	B17/1
Hogan	Janice M.	Clerical Assistant I/sub	Hire substitute status	1/10/18	99		100	B17/1
Mendoza-Landa	Evelyn	Clerical Assistant I/sub	Hire substitute status	1/16/18	99		100	B17/1
Barrera	Horacio J.	Custodian I/sub	Hire substitute status	8/22/17	53		542	B17/1
Pacheco	Manuel	Custodian I/sub	Hire substitute status	8/22/17	53		542	B17/1
Vega Alvarez	Christian	Custodian I/sub	Hire substitute status	8/22/17	53		542	B17/1
Rodriguez	Jesus E.	Custodian I/sub	Hire substitute status	12/5/17	53		542	B17/1
Camarena	Abraham E.	Custodian I/sub	Hire substitute status	12/6/17	53		542	B17/1
Guzman	Manuel V.	Custodian I/sub	Hire substitute status	12/8/17	53		542	B17/1
Sintora	Cristina	Custodian I/sub	Hire substitute status	12/11/17	53		542	B17/1
Terriguez	Jose R.	Custodian I/sub	Hire substitute status	1/9/18	99		542	B17/1
Williams	Steven A.	Custodian I/sub	Hire substitute status	1/10/18	53		542	B17/1
Franco Cruz	Ana C.	Food Service Assistant I/sub	Hire substitute status	8/14/17	90		606	B08/1
Lopez	Teresa M.	Food Service Assistant I/sub	Hire substitute status	8/14/17	90		606	B08/1
Ponce	Rosa	Food Service Assistant I/sub	Hire substitute status	8/14/17	90		606	B08/1
Jimenez	Shirley R.	Food Service Assistant I/sub	Hire substitute status	12/13/17	90		606	B08/1

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Zuniga	Mayra	Food Service Assistant I/sub	Hire substitute status	12/20/17	90		606	B08/1
Velasquez	Yolanda	Health Assistant/sub	Hire substitute status	12/5/17	99		100	B17/1
Lee	Cynthia A.	Instr. Asst./Recreation/sub	Hire substitute status	8/14/17	27		100	B11/1
Elauria	Denise F.C.	Instr. Asst./Recreation/sub	Hire substitute status	1/9/18	99		100	B11/1
Yniguez	Ashley M.	Instr. Asst./Recreation/sub	Hire substitute status	1/9/18	99		100	B11/1
Manuel	Dawne L.	Instr. Asst./Regular/sub	Hire substitute status	12/6/17	99		121	B11/1
Gurrola	Larissa	Instr. Asst./Regular/sub	Hire substitute status	12/21/17	99		100	B11/1
Yniguez	Ashley M.	Instr. Asst./Regular/sub	Hire substitute status	1/9/18	99		100	B11/1
Lee	Jessica P.	Instr. Asst./Special Ed I/sub	Hire substitute status	8/16/17	99		100	B11/1
Townley	Megan C.	Instr. Asst./Special Ed I/sub	Hire substitute status	12/6/17	54		121	B11/1
Acuna	Lauren D.	Instr. Asst./Special Ed I/sub	Hire substitute status	12/12/17	99		100	B11/1
Perez	Adriana	Instr. Asst./Special Ed I/sub	Hire substitute status	12/21/17	54		121	B11/1
Foster	Lauren A.	Instr. Asst./Special Ed I/sub	Hire substitute status	1/10/18	54		121	B11/1
Hernandez	Karen	Playground Supervisor/sub	Hire substitute status	8/14/17	99		100	B11/1
Oskorus	Gigi N.	Playground Supervisor/sub	Hire substitute status	8/14/17	10		100	B11/1
Sianez	America Y.	Playground Supervisor/sub	Hire substitute status	8/14/17	13		100	B11/1
Maya Rojas	Sebastian	Playground Supervisor/sub	Hire substitute status	12/4/17	28		100	B11/1
Hernandez Ramirez	Antonio	Custodian I/sub	Hire substitute status	8/22/17	53		542	B17/1
Hammouri	Hana J.	Food Service Assistant I	Increase hours from 1.00/day to 1.30/day	12/4/17	90	1.30	606	B08/6
Cipriano	Christy	Food Service Assistant I	Increase hours from 1.25/day to 1.50/day	12/11/17	90	1.50	606	B08/2
Powell	Janet E.	Food Service Assistant I	Increase hours from 1.30/day to 1.50/day	12/4/17	90	1.50	606	B08/6
Hertzberg	Maria	Instr. Asst./Recreation	Increase hours from 2.00/day to 3.50/day	12/4/17	11	3.50	302	B11/3
Hasrouni	Carol A.	Instr. Asst./Special Ed I	Increase hours from 3.00/day to 6.00/day	12/4/17	25	6.00	122	B14/5
Emsais	Margaret W.	Instr. Asst./Special Ed I	Increase hours from 3.00/day to 6.00/day	12/11/17	12	6.00	122	B14/2
Alvarado	Lorena	Playground Supervisor	Increase hours from 8.75/wk to 10.00/wk	8/14/17	12	10.00/wk	100	B11/1

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Choi	Johannah H.	AVID Tutor	Minimum wage increase per State of California from \$10.50/hour to \$11.00/hour	1/1/18	20	9.75/wk	212	\$11.00/hr
Employee ID	414	Instr. Asst./Special Ed I	Paid Administrative Leave from 12/13/17 through 12/14/17	12/13/17	25	6.50	242	B14/6
Employee ID	7104	Instr. Asst./Recreation	PDL from 1/8/18 through 2/19/18	1/8/18	11	19.75/wk	100/302	B11/1
Employee ID	5913	Instr. Asst./Special Ed I	PDL from 12/18/17 through 1/12/18	12/18/17	10	6.00	242	B14/4
Employee ID	4178	Instr. Asst./Special Ed II B	PDL from 12/22/17 through 1/31/18	12/22/17	15	6.00	242	B14/6
Glaseil	Michelle E.	Instr. Asst./Recreation	Probationary resignation	12/1/17	60	19.00/wk	085	B11/1
Diaz	Roberto N.	Instr. Asst./Recreation	Probationary resignation	12/21/17	60	19.75/wk	329	B11/1
Chen	Michelle	Instr. Asst./Regular	Probationary resignation	12/21/17	23	18.75/wk	302	B11/1
Alvarez	Stephanie E.	Instr. Asst./Special Ed I	Probationary resignation	1/9/18	21	3.00	126	B14/1
Juarez	Robert L.	Grounds Equipment Operator	Promotion from Gardener	12/11/17	53	8.00	547	B22/6
Specht	Scott A.	Grounds Equipment Operator	Promotion from Gardener	12/11/17	53	8.00	547	B22/6
Torres	Zachary D.	Instr. Asst./Special Ed I	Reinstatement	1/11/18	28	6.00	130	B14/3
Belleque	Tonya	Instr. Asst./Special Ed II B	Reinstatement	12/11/17	12	6.00	125	B14/6

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Salguero	Yadira A.	Health Assistant/BB	Related class transfer from Health Assistant to Health Assistant/BB (using Health Assistant/BB eligibility list with certification date of 9/18/17)	10/9/17	23	3.75	402	B18/1
Guzik-Torres	Melissa A.	Instr. Asst./Special Ed II B	Related class transfer from Instr. Asst./Special Ed I to Instr. Asst./Special Ed II B	12/20/17	27	6.00	121	B14/3
Dizon	Julianne R.	Instr. Asst./Regular	Resignation	12/20/17	22	15.00/wk	302	B11/3
Saucedo	Sergio	Computer Technician II	Resignation	1/2/18	59	8.00	409	B32/6
Deyo	Tricia N.	Instr. Asst./Recreation	Resignation	1/5/18	60	19.75/wk	329	B11/3
Morales Rodriguez	Keila J.	Instr. Asst./Recreation	Resignation - hire substitute status	12/21/17	60	19.75/wk	329	B11/1
Hernandez	Christina M.	Instr. Asst./Regular	Resignation - hire substitute status	12/21/17	20	18.75/wk	212	B11/2
Michail	Rami M.	Instr. Asst./Special Ed I	Resignation - hire substitute status	12/21/17	12	15.00/wk	122	B14/2
Gonzalez	Jasmine V.	Instr. Asst./Special Ed I	Resignation - hire substitute status	1/16/18	10	6.00	242	B14/4
Ortega	Claudia	Registered Assoc. Clinical Social Worker	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	20	12.00/wk	302/504	\$18.00/hr

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Torres	Sheryl	Registered Assoc. Clinical Social Worker	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	21	24.00/wk	504	\$18.00/hr
Angulo	Raylene	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	13	24.00/wk	504	\$18.00/hr
Arora	Vibha	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	54	22.00/wk	504	\$18.00/hr
Bodeman	Stephanie	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	17	24.00/wk	504	\$18.00/hr
Fino	Adrienne	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	22	24.00/wk	212	\$18.00/hr
Gustin	Tanya	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	54	12.00/wk	504	\$18.00/hr

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Kennedy	Briana	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	27	24.00/wk	302	\$18.00/hr
Luper	Linzee	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	12	24.00/wk	212/504	\$18.00/hr
Maldonado	Tina	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	26	24.00/wk	304/504	\$18.00/hr
Vartanyan	Jessica	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	28	24.00/wk	212	\$18.00/hr
Wood	Lindsay	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	18	24.00/wk	304/503	\$18.00/hr
Zamani	Chelze	Registered Assoc. Marriage & Family Therapist	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	54	18.00/wk	302/504	\$18.00/hr

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Davis	Daniella	Registered Assoc. Prof. Clinical Counselor	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	24	20.00/wk	302	\$18.00/hr
Marsden	Christine	Registered Assoc. Prof. Clinical Counselor	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	23	21.00/wk	504	\$18.00/hr
Mitchell	Lauren	Registered Assoc. Prof. Clinical Counselor	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	19	18.00/wk	504	\$18.00/hr
Smith	Angelica	Registered Assoc. Prof. Clinical Counselor	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	19	24.00/wk	212	\$18.00/hr
Sulaiman	Jenny	Registered Assoc. Prof. Clinical Counselor	Retitle of the Mental Health Therapist Intern per SB 1478, approved by the Personnel Commission on 12/11/17	1/1/18	21	24.00/wk	302	\$18.00/hr
Andrews	Delfia	Bus Driver	Route Bid/Rebid	8/9/17	56	26.60/wk	565	B21/6
Arechiga	Gina	Bus Driver	Route Bid/Rebid	8/9/17	56	25.00/wk	565	B21/3
Avilez	Roxana	Bus Driver	Route Bid/Rebid	8/9/17	56	27.00/wk	565	B21/6
Berdeja	David	Bus Driver	Route Bid/Rebid	8/9/17	56	27.90/wk	565	B21/6

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Colin	Josefina	Bus Driver	Route Bid/Rebid	8/9/17	56	25.20/wk	565	B21/2
Drews	Judy	Bus Driver	Route Bid/Rebid	8/9/17	56	26.80/wk	565	B21/6
Esqueda	Yvonne	Bus Driver	Route Bid/Rebid	8/9/17	56	27.00/wk	565	B21/6
Hatton	Donna	Bus Driver	Route Bid/Rebid	8/9/17	56	28.10/wk	565	B21/6
Hernandez	Silvia	Bus Driver	Route Bid/Rebid	8/9/17	56	26.40/wk	565	B21/6
Javelosa	Debbie	Bus Driver	Route Bid/Rebid	8/9/17	56	27.60/wk	565	B21/6
Kingston	Karen	Bus Driver	Route Bid/Rebid	8/9/17	56	28.30/wk	565	B21/6
Lopez	Noemi	Bus Driver	Route Bid/Rebid	8/9/17	56	25.40/wk	565	B21/6
Medina	Cristi	Bus Driver	Route Bid/Rebid	8/9/17	56	27.90/wk	565	B21/6
Meza	Mitchell	Bus Driver	Route Bid/Rebid	8/9/17	56	27.20/wk	565	B21/1
Morales	Marith	Bus Driver	Route Bid/Rebid	8/9/17	56	25.00/wk	565	B21/2
Navarrete	Ana	Bus Driver	Route Bid/Rebid	8/9/17	56	28.00/wk	565	B21/6
Pirali	Oralia	Bus Driver	Route Bid/Rebid	8/9/17	56	28.90/wk	565	B21/6
Reyes	Georgina	Bus Driver	Route Bid/Rebid	8/9/17	56	27.80/wk	565	B21/6
Ruiz	Sandra	Bus Driver	Route Bid/Rebid	8/9/17	56	25.10/wk	565	B21/6
Thompson	Marilyn	Bus Driver	Route Bid/Rebid	8/9/17	56	25.20/wk	565	B21/3

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Urenda	Robert	Bus Driver	Route Bid/Rebid	8/9/17	56	26.30/wk	565	B21/6
Wilson	Nina	Bus Driver	Route Bid/Rebid	8/9/17	56	25.00/wk	565	B21/6
Esqueda	Yvonne R.	Bus Driver	Route Bid/Rebid	11/27/17	56	25.00/wk	565	B21/6
Meza	Mitchell	Bus Driver	Route Bid/Rebid	12/4/17	56	25.70/wk	565	B21/1
Seo	Keung I.	Instr. Asst./Special Ed I/sub	Separation	1/2/18	99		121	B14/1
Martin	Brandi L.	Mental Health Therapist Intern	Separation	12/15/17	22	12.00/wk	504	\$18.00/hr
Todd	Nancy	After School Site Lead	Service Retirement	1/16/18	60	24.00/wk	085	B18/6
Declaro	JoAnne	Account Clerk II	Step increase	1/1/18	50	8.00	530	B24/6
Gonzalez	Karen E.	After School Site Lead	Step increase	1/1/18	60	35.00/wk	085	B18/6
Mallay	Desiree M.	After School Site Lead	Step increase	1/1/18	60	30.00/wk	329	B18/3
Colin	Josefina	Bus Driver	Step increase	1/1/18	56	25.20	565	B21/3
Lara	Edelicia	Clerical Assistant II/BB	Step increase	1/1/18	25	8.00	403	B20/4
Pineda	Jonathan	Custodian II	Step increase	1/1/18	17	8.00	542	B24/5
Perez	Michael	Instr. Asst./Recreation	Step increase	1/1/18	60	19.75/wk	329	B11/4
Vuong	Carolyn	Instr. Asst./Recreation	Step increase	1/1/18	25	16.75/wk	212	B11/2
Pou	Rofiah	Instr. Asst./Regular	Step increase	1/1/18	29	3.50	310	B11/2
Rogers	Elva	Instr. Asst./Regular	Step increase	1/1/18	16	3.50	310	B11/2
Hasrouni	Carol A.	Instr. Asst./Special Ed I	Step increase	1/1/18	25	6.00	122	B14/6
Rainis	Jonathan	Instr. Asst./Special Ed II B	Step increase	1/1/18	27	6.00	121	B14/4
Rebollar	Lizette	Instr. Asst./Special Ed II B	Step increase	1/1/18	12	6.00	242	B14/6
Alvarado	Olga	Instructional Materials Specialist	Step increase	1/1/18	50	8.00	302/531	B20/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/22/2018  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/13/2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Carbajal	Edward	Locksmith	Step increase	1/1/18	53	25.00/wk	533	B30/6
Perez	Javier	Maintenance Worker	Step increase	1/1/18	53	8.00	533	B25/5
Larios	Lucero	Payroll Technician I	Step increase	1/1/18	50	8.00	530	B20/2
Beltran	Richard	Technical Support Specialist IV	Step increase	1/1/18	59	8.00	409	B32/5
Hammouri	Hana J.	Food Service Assistant I	Temporary additional hours NTE 0.50/day through 10/17/17	9/8/17	90	0.50	606	B08/6
Rivera	Angela R.	Instr. Asst./Special Ed I	Temporary additional hours NTE 3.00/day through 1/31/18	1/9/18	12	3.00	121	B14/1
Perez	Angelica C.	Instr. Asst./Recreation	Temporary additional hours NTE 3.00/day through 2/16/18	12/18/17	19	3.00	212	B11/1
Sato	Aleda B.	Account Clerk II	Temporary additional hours NTE 32.00/wk through 1/5/18	1/2/18	50	32.00/wk	530	B24/6
Gonzalez	Benito	Custodian I	Temporary additional hours NTE 5.00/day through 11/22/17	11/20/17	53	5.00	542	B17/5
Illingworth	Shannon T.	Supervisor of Nutrition Services	Temporary additional hours NTE 8.00 hours	1/3/18	90	8.00	606	M10/1
Aylesworth	Trent M.	Transporter/Custodian	Temporary additional hours NTE 8.00/day through 11/22/17	11/20/17	11	8.00	542	B20/4
Juarez	Elizabeth	Clerical Assistant I/sub	Temporary additional hours NTE 8.00/day through 3/2/18	1/2/18	56	8.00	565	B17/1
Rueckert	Eloana L.	Instr. Asst./Special Ed I	Temporary additional hours of 3.00/day through 2/23/18	12/18/17	21	3.00	122	B14/2
Employee ID	7078	Instr. Asst./Regular	Termination on probation	12/19/17	24	3.75	086	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/22/2018  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/13/2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	7048	Instr. Asst./Special Ed I	Termination on probation	12/21/17	12	6.00	122	B14/1
Zapata	Evelyn	Custodian I	Transfer from Fidler to Ladera Vista	12/15/17	17	8.00	542	B17/5
Vaughn	Arnold E.	Instr. Asst./Recreation	Transfer from Laguna Road (P.E. Program) to Laguna Road (After School Program)	1/8/18	18	19.50/wk	085	B11/6
Foscante-Gwatney	Aimee R.	Speech and Language Pathology Assistant	Transfer from Orangethorpe to Commonwealth	1/8/18	12	6.00	141	B21/2
Rosas	Lydia R.	Instr. Asst./Recreation	Transfer from Valencia Park (Pre-K) to Hermosa Drive (Pre-K)	11/6/17	60	19.75/wk	310	B11/6
Aylesworth	Trent M.	Custodian I	Voluntary demotion from Transporter/Custodian to a vacant position	12/18/17	53	8.00	542	B17/6
Davis	Daniella A.	Mental Health Therapist Intern	Voluntary reduction of hours from 24.00/wk to 20.00/wk	10/31/17	24	20.00/wk	302	\$18.00/hr
Sobodowski	Wendy R.	Instr. Asst./Special Ed II B	Working out of classification as a Certificated substitute teacher from 12/11/17 through 12/21/17 and 1/8/18 through 2/2/18	12/11/17	15	8.00	242	\$120 daily rate
Fregoso	Ernest Jr.	Stock Clerk/Transporter	Working out of classification from Transporter/Custodian through 11/21/17	10/2/17	50	8.00	531	B22/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/22/2018  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/13/2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
<p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.</p> <p>_____ Chairperson</p> <p>This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.</p> <p>_____ Clerk/Secretary</p>								

CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE STUDENT TEACHING AFFILIATION AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GRAND CANYON UNIVERSITY EFFECTIVE FEBRUARY 13, 2018 THROUGH JUNE 30, 2020**

Background: Grand Canyon University, a fully accredited institution of higher education, wishes to partner with Fullerton School District (FSD) for placement of students in its teacher preparation programs.

The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University shall pay Mentor Teachers \$500 per each sixteen (16) week assignment.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: No cost to Fullerton School District.

Recommendation: Approve Student Teaching Affiliation Agreement between Fullerton School District and Grand Canyon University effective February 13, 2018 through June 30, 2020.

CH:nm  
Attachment

# Student Teaching Affiliation Agreement Between GCU and \_\_\_\_\_

- PARTIES:** This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between Grand Canyon University (GCU) and \_\_\_\_\_ located at \_\_\_\_\_ . Hereafter referred to as the "District."
- PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- TERM:** The term of this Agreement begins \_\_\_\_\_ and ends \_\_\_\_\_ .
- COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein \_\_\_\_\_ . Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
- CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
- NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:  
  
University  
Dr. Kimberly LaPrade  
Dean, College of Education  
Grand Canyon University  
3300 W. Camelback Road  
Phoenix, Arizona 85017
- MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

- \$1,000,000 Combined Single Limit
- \$2,000,000 General Aggregate
- \$1,000,000 Products Aggregate
- \$1,000,000 Personal Injury
- \$5,000 Medical Payments

Coverage:

- Premises/Operation Liability
- Medical Payments Liability
- Contractual Liability
- Personal Injury Liability
- Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

- \$1,000,000 each wrongful act
- \$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Dr. Kimberly LaPrade

Name: \_\_\_\_\_  
(Please print or type)

Title: Dean, College of Education

Title: \_\_\_\_\_  
(Please print or type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE AGREEMENT WITH GBL TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING ON FEBRUARY 21, 2018**

Background: One of the goals for the Personnel Division is to hire and retain quality staff. In an effort to achieve this goal, the office will provide ongoing professional development trainings for all District Classified managers. On February 21, 2018, a Classified Leadership Summit has been scheduled for all classified managers in a supervisory capacity. The Vice President of GBL, Mr. Chance Brooker, will attend to conduct a 90-minute workshop.

Rationale: Training and empowering managers helps in the effort to retain quality certificated, classified and management staff.

Funding: Cost not to exceed \$4,000 and is to be charged to Certificated Personnel budget (#521).

Recommendation: Approve agreement with GBL to provide professional development training on February 21, 2018.

CH:nm  
Attachment

**BILL SIMS**  
**PR+ WORKSHOP**

**PRESENTED BY:**

**BILL SIMS, JR.**

**PRESIDENT**

**&**

**CHANCE BROOKER**

**VICE PRESIDENT**

**803-600-8325**

**EMAIL: [BILL@8006901860.COM](mailto:BILL@8006901860.COM)**

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**STATEMENT OF WORK AND PRICING  
(ALL PRICING SUBJECT TO CHANGE WITHOUT NOTICE)**

**Option 1: Conduct up to 90 minute Keynote within continental USA Workshop By Chance Brooker.....\$4,000 (includes expenses)**

**Based on a maximum of 30 attendees. Add \$100 each above that please.**

- Includes all training materials & E-Learning Refresher course for each participant (see website for details)
- Based on attendance by your site senior leadership team
- All consultant expenses included.
- Copy of Book provided for each attendee.

**Option 2: Conduct Half-Day GBL Workshop Onsite within continental USA Workshop By Chance Brooker.....\$7,500 (includes expenses-covers up to 20 attendees)**

**Add \$95 per participant for each participant over 20**

**\*Note that we offer discounts for education leaders on the \$95 per leader above, based on quantity. (Two districts can split the cost and also receive discount. Call for details)**

- Includes all training materials & E-Learning Refresher course for each participant (see website for details)
- Based on attendance by your site senior leadership team
- All consultant expenses included.
- Copy of Book provided for each attendee.

**(Option: Extend Half Day to a Full Day Session OR Offer 2 half sessions on the same day.. add \$5,000 additional)**

# Terms and Conditions

In addition to the scope of work described in the sample work plan, the following terms and conditions apply unless specifically excluded.

## **Rescheduling of Confirmed Dates**

If the client wishes to reschedule confirmed visit dates, GBL will make every attempt to accommodate the requested schedule changes. However, if a confirmed visit is canceled or changed, the client is responsible for all non-refundable travel expenses. In addition, if a confirmed visit is canceled or changed within 10 days of commencement of work, the client is also responsible for 50% of the professional fees associated with those days falling within the 5 day effort.

## **Invoicing**

Invoices are payable within 15 days upon receipt. GBL reserves the right to assess a 1.5% per month delinquency charge on the overdue balance. Invoices will be sent out prior to site visit(s).

### **GBL (Participant & Discloser): The Bill Sims Company, Incorporated**

By \_\_\_\_\_ Date: \_\_\_\_\_

Bill Sims Jr.

President

Address: 114 Centrum Drive IRMO SC 29063

### **CLIENT (Participant and Discloser): Fullerton School District**

By \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Chad Hammitt

Assistant Superintendent Personnel Services

1401 W. Valencia Drive, CA 92833

**Please sign and fax to 803 753 9679.**

**Thank you!**

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

**PREPARED BY:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** APPROVE THE USE OF CMAS CONTRACT NUMBER 3-13-70-1975F (GOLDEN STAR TECHNOLOGY, INC.) FOR THE PURCHASE OF NETWORK SWITCHES

Background: The District wants to purchase network switches with E-Rate matching funds for all elementary school sites. These switches would be replacement for aging and failing equipment.

Rationale: The current network switches were purchased 12 years ago and are failing. Currently, the existing switches do not support the functionality of modern network devices with regards to power and speed.

Funding: The total cost is \$353,342.84 with 60% being paid for by eRate. The remaining 141,337.14 would be paid from the Innovation and Instructional support budget 409.

Recommendation: Approve the use of CMAS Contract number 3-13-70-1975F, (Golden Star Technology, Inc.) for the purchase of network switches.

JM:SR:kv  
Attachment

State of California  
**MULTIPLE AWARD SCHEDULE**

Golden Star Technology, Inc.  
dba  
**GST**

CONTRACT NUMBER:	<b>3-13-70-1975F</b>
SUPPLEMENT NO.:	2
CMAS CONTRACT TERM:	5/18/2016 through 12/31/2020
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-35F-0887R
BASE SCHEDULE HOLDER:	Computerware, Inc.

This contract provides for the purchase and warranty of hardware, software, and hardware maintenance. (See page 2 for the specific brands and restrictions applicable to this contract.)

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

The purpose of this supplement is to renew this contract through 12/31/2020. In addition, this supplement replaces in its entirety GST's existing California Multiple Award Schedule (CMAS) that expired on 12/31/2015. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

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.

  
Effective Date: **5/18/2016**  
**YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
GST  
CMAS NO. 3-13-70-1975F, SUPPLEMENT NO. 2**

**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- Aerohive  
Hardware-Computer  
Hubs-Network  
LAN/WAN-Component  
LAN/WAN-System  
LAN/WAN-Wireless Network  
Router-Network

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

Aerohive

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](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Services such as software maintenance as a service are not available under this contract.

**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-35F-0887R (COMPUTERWARE, INC.) with a GSA term of 09/21/2005 through 09/20/2020 including modification PA-0059. 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 "Computerware, Inc." with "GST" where "Computerware, 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 (562) 345-8714:

GST  
12881 166<sup>th</sup> Street  
Cerritos, CA 90703  
Attn: Dennis Wang

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

Phone: (562) 345-8700 Ext. 8711  
E-mail: [dpwang@gstes.com](mailto:dpwang@gstes.com)

**CALIFORNIA SELLER'S PERMIT**

GST's California Seller's Permit No. is 24835786. 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](http://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](http://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**

15 - 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
GST  
CMAS NO. 3-13-70-1975F, SUPPLEMENT NO. 2**

**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.

**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](http://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/Forms/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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
GST  
CMAS NO. 3-13-70-1975F, SUPPLEMENT NO. 2**

**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.

**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**

**GST** 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](http://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

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- 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.

**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.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, 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/](http://www.ciwmb.ca.gov/Electronics/Act2003/)

[www.boe.ca.gov/sptaxprog/ewaste.htm](http://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.

**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.

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<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.

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.

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**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).

**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.

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- 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**

**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.

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).

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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**

**GST** does not accept the State of California credit card (CAL-Card).

**7. Lease/Purchase Analysis**

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

**8. Leasing**

Except for 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](http://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](mailto:patrick.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

**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:

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](mailto: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](http://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.

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- 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 (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

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.

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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, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

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

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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: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_ Revision

Contract Number: \_\_\_\_\_ Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact: Q2 (Apr-Jun)

Name: \_\_\_\_\_ Q3 (Jul-Sep)

Phone Number: \_\_\_\_\_ Q4 (Oct-Dec)

E-mail: \_\_\_\_\_

**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/IBs): \$ \_\_\_\_\_

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

## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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#### 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

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- 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.

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

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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.

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

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:
- 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.
  - All Deliverables may be subject to inspection and test by the State or its authorized representatives.
  - 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.
  - 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.
  - 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:**
- 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.
  - 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.
- 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.
  - The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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

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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,

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

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, royally-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,

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

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

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

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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](http://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

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

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](http://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

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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)**

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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.

2. Terms

- 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)**

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- 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.

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

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- 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").
  - 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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(Software as a Service)**

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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.

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

**SUBJECT:** **APPROVE AN AGREEMENT FOR FINGERPRINTING EQUIPMENT AND SOFTWARE FOR FULLERTON SCHOOL DISTRICT TO BECOME A LIVESCAN FACILITY**

Background: The District has established a defined application process for all individuals who wish to volunteer within the District. Some types of volunteering require that the volunteer be fingerprinted. This becomes financially challenging, and sometimes prohibitive, to the individual's ability to volunteer in the classroom, or participate in an overnight field trip. While we wish to uphold all measures that support the security and safety of all students and staff, we do not wish to limit a parent or community member's privilege to volunteer. Therefore, the District is proposing to become an approved LiveScan facility. Securing this approval from the State would save time and offer a convenience for all future employees by allowing them to secure their fingerprinting on-site. Volunteers would also be able to get fingerprinted on-site, with an option for a reduced or waived cost depending on status. The District will establish specific waiver criterion which will be printed on the volunteer application form and shared on the volunteer website.

Rationale: Becoming an approved LiveScan facility provides better quality service to future employees and parent/community volunteers.

Funding: Cost not to exceed \$4,126.46 and is to be charged to Certificated Personnel budget (#553).

Recommendation: Approve an agreement for fingerprinting equipment and software for Fullerton School District to become a LiveScan facility.

CH:nm  
Attachment

# SOFTWARE LICENSE AGREEMENT

1. This is an agreement between Biometrics4ALL, Inc. ("Licensor") and the "Licensee" who purchased the license to use the Biometrics4ALL Software ("Software").
2. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.
3. **Software Installation.** This License permits the Software to be installed on one computer and must be used with the Licensor's designated fingerprint scanner or scanners. Licensee shall not make copies of the Software or allow copies of the Software to be made by others. Licensee may make copies of the Software for backup purposes only.
4. **Software Use.** Licensee shall use the Software according to the documentation and must not infringe on any third party's intellectual property rights or violate any government laws and regulations. Licensee shall not modify any software configurations without the Licensor's explicit permission. Licensee shall not reassign this license to a third party without the Licensor's explicit permission.
5. **Limited Warranty.** Licensor warrants to Licensee that the physical medium on which this Software is distributed is free from defects in materials and workmanship under normal use, the Software shall perform according to its documentation. This limited warranty lasts for a period of 90 days after delivery unless otherwise purchased by the Licensee or granted by the Licensor. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to 90 days after delivery of the Software to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee's jurisdiction, may have additional rights.
6. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, LOSS OF PROFIT, LOSS OF RECORDS, RECORD REJECTIONS, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE. Licensor's total liability to Licensee for damages, costs and expenses shall not exceed the compensation received by the Licensor under this agreement. Licensee's jurisdiction may not allow such a limitation of damages, so some limitation may not apply.
  - a. Neither parties shall be liable for any damages related to outages, interruptions, record losses, record rejections, or circumstances beyond their control.
  - b. Licensor shall not be responsible or liable for any of the Licensee's record content including but not limited to fingerprint quality, data accuracy, or improper software operation.
  - c. Both parties shall take all reasonable precautions to safeguard the privacy and confidentiality of all of the received data; however, Licensor shall not be responsible for any loss or dissemination of Licensee's data or materials unless it results from Licensor's willful misconduct or gross negligence.
7. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.



8. Licensor has the right to make Software modifications at any time for compliance, uniformity, and supportability purposes.
9. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.
10. In case of a Licensee breach of the Software Installation, Software Use, or termination of License, the Licensee shall, at Licensee's expense, return all copies of the Software to Licensor or destroy the Software to the Licensor's satisfaction. Upon breach, Licensee shall forfeit any right to refund.
11. This License Agreement is the entire agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding the Software.
12. This License Agreement is governed by the law of California applicable to California Agreements.
13. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.
14. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, Licensee hereby explicitly agrees with the terms stated in this Agreement.

**LICENSEE**

Company Name (if applicable): \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# BIOMETRICS4ALL WARRANTY AND MAINTENANCE AGREEMENT

Biometrics4ALL hereby agrees to provide the service specified herein to the "Subscriber" who purchased Maintenance Services, pursuant to the Terms and Conditions as set forth herein.

## **TERMS**

This Agreement shall be in effect during the initial one year warranty period or any period as specified on the paid Biometrics4ALL invoice for the "Covered System"(s). This Agreement will be automatically renewed for the period specified on a paid invoice. Either party may terminate the Agreement by mailing notice to that effect to the last known principal office of the other party with a 30-day notice. Biometrics4ALL reserves the exclusive right not to sell or provide maintenance coverage to any Subscriber whose maintenance coverage has expired.

## **COVERED SYSTEM(S) – See invoice for details**

Biometrics4ALL agrees to provide maintenance and support services for the covered sites, software, hardware (by serial numbers or named parts), and configurations as agreed to by the parties and paid for by the Subscriber. Tampering with any component by the Subscriber may void the maintenance coverage of the component. "Covered System" does not include the operating system, Subscriber-developed software, and third-party software (except third party software embedded in the Covered System by Biometrics4ALL). "Covered System" does not include third party hardware or software obsolescence.

## **SERVICES PROVIDED**

Services provided are intended to maintain the Covered System in good working order, keeping it free from material defects. The type of service is determined by the service item specified on the paid Invoice.

### **A. SOFTWARE MAINTENANCE SERVICE:**

The Software Maintenance Service includes help desk support calls to troubleshoot any system issues, resolve identified software issues, maintain a software version that is compatible with governing specifications, and assist Subscribers with hardware repair or replacement at an additional cost. Software Maintenance Service is provided in accordance to the *Level of Service* defined.

Software Maintenance Service does not include loaned equipment while hardware or software is under repair or replacement. Loaned equipment may be attained at a discounted rate.

#### **Software Maintenance Service hours are:**

- Monday through Friday (except U.S. Federal Holidays)
- 9am - 5pm Subscriber's Zone

### **B. STANDARD MAINTENANCE SERVICE:**

The Standard Service includes help desk support calls to troubleshoot system issues, resolve identified software issues, maintain a software version that is compatible with governing specifications, and assist Subscribers with hardware repair or replacement at no cost (Subscriber is responsible to ship the hardware to Biometrics4ALL at its own expense). Standard Maintenance Service is provided in accordance to the Level of Service defined.



### **Standard Maintenance Service hours are:**

- Monday through Friday (except U.S. Federal Holidays)
- 9am - 5pm Subscriber's Zone

Biometrics4ALL is responsible to configure the replacement system and any repair costs associated with the Covered System and is responsible for the shipping via freight shipment to the Subscriber. The Subscriber is responsible for the shipping to Biometrics4ALL with proper shipping packaging. In the event the repair equipment is deemed repairable or not cost effective to repair; Biometrics4ALL, at its sole discretion, will determine if loaner or permanent replacement equipment will be shipped to the Subscriber.

#### **C. 24/7 SERVICE**

The 24/7 Service provides the same service as the *Standard Service*, except the service hours are not limited.

#### **D. ON-SITE SERVICE**

On-Site Service is an add-on option to the *Standard Service* or *24/7 Service* where personnel is dispatched to the Subscriber's premises to assist with the troubleshooting or installation of the replacement equipment. On-site personnel are dispatched after all reasonable remote repair attempts have been exhausted. On-site personnel are dispatched within 24 hours from the time remote repair options have been deemed exhausted.

#### **E. 7 YEAR REFRESH SERVICE**

The 7 Year Refresh Service is an add-on option to the *Standard Service* or *24/7 Service* where the hardware is automatically replaced between year 5 and end of 7 years. Biometrics4ALL reserves the exclusive right to determine the exact date of the replacement between years 5 through 7. Replacement equipment will be of equal or better specification than the original specification. Biometrics4ALL is responsible for configuring the replacement equipment and the cost of shipment to the Subscriber. The Subscriber is responsible for the shipping of the original equipment back to Biometrics4ALL upon Biometrics4ALL's request or disposal of the hardware if instructed by Biometrics4ALL. The Subscriber is responsible for the installation and training of the replaced equipment. Installation or training services from Biometrics4ALL will be available at additional cost.

#### **F. TIME AND MATERIAL (T&M) SERVICE**

Time and Material (T&M) Service requires the completion of a T&M Service Agreement prior to any service being performed. The T&M Service Agreement includes credit card payment authorization, acknowledgement of the one hour labor minimum with fifteen minimum incremental billing thereafter, acceptance of the financial responsibility for any software upgrades, material, shipping and/or travel charges by Biometrics4ALL. T&M services labor is currently set at \$180 per hour and \$900 per software upgrade; both are subject to change without notice. Upon the execution of the T&M Service Agreement, Biometrics4ALL staff will engage in the requested support.

### ***SERVICE CONDITIONS***

#### **A. REMOTE ACCESS**

Effective Software Maintenance is only possible if Subscriber provides Biometrics4ALL with reasonable and high-speed access to the Covered System(s), including, but not limited to, system data, file transfer capabilities, and remote log-in and control capabilities.



Biometrics4ALL will maintain secured access to the Covered System(s) and limit remote access solely for the purposes of providing support. Biometrics4ALL will comply with Subscriber's standard security procedures when requested by the Subscriber. Information accessed by Biometrics4ALL employees or contractors as a result of accessing Subscriber's system shall be deemed Confidential Information. The Subscriber shall provide a telephone accessible to the operator of the Covered System(s) for remote support.

#### **B. ISSUE REPORTING AND TRACKING PROCEDURES**

Subscriber may designate up to three authorized individuals who can request service. If not designated, Biometrics4ALL will designate the individual who purchased the Covered System(s) and the first 2 other individuals who have made contact with Biometrics4ALL. Biometrics4ALL help desk staff will provide an Issue Tracking Number for each incident. The Subscriber shall reference the Issue Tracking Number for all subsequent follow up activities.

#### **C. COMPUTER REPLACEMENT**

Subscriber agrees to repurchase the Covered System(s) computer every 5 years.

### **LEVEL OF SERVICE**

#### **A. SEVERITY 1**

Produces an emergency situation in which the multiple systems or entire Covered Systems are inoperable, produces incorrect results, or fails catastrophically. Biometrics4ALL will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) business hours. If the problem is not resolved, Biometrics4ALL will continue to exercise best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Subscriber as a work-around or as an emergency software fix. If Biometrics4ALL delivers an acceptable work-around, the severity classification will drop to a Severity 2 or lower.

#### **B. SEVERITY 2**

Produces a detrimental situation in which performance (throughput or response) of the Covered System degrades substantially under reasonable workload, such that there is a severe impact on use.

These scenarios include:

1. The Covered System is usable, but materially incomplete.
2. One or more mainline functions or commands are inoperable.
3. The use is otherwise significantly impacted.

Biometrics4ALL will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) business hours. If the problem is not resolved, Biometrics4ALL will continue to exercise best efforts to resolve a Severity 2 problem within five (5) days. The resolution will be delivered to the Subscriber in the same format as Severity 1 issues. If Biometrics4ALL delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3 or lower.

#### **C. SEVERITY 3**

Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner. This can be described as the user suffers little or no significant impact. Biometrics4ALL will exercise best efforts to resolve a Severity 3 problem in the next maintenance release.



#### **D. SEVERITY 4**

Produces a noticeable situation in which the use is affected in some way which can be reasonably corrected by a documentation change or by a future (regular) release from Biometrics4ALL. Biometrics4ALL will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

#### **E. SOFTWARE MAINTENANCE**

During the term of this Agreement, Biometrics4ALL will maintain the Covered System by providing software updates and enhancements to Subscriber's Covered System at least once per year. All software updates and enhancements provided to the Subscriber by Biometrics4ALL pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- Bug fixes;
- Enhancements to keep current with changes to Regulations.
- Enhancements to maintain software compatibility with the latest Microsoft Operating System (OS) upon deeming the OS is stable, typically six months to one year from the OS initial release. New releases can be provided to the Subscriber provided that the Covered System's current hardware and OS is compatible.
- Software updates do not include any OS updates except for security patches as provided by Microsoft.
- New software functionality that is a part of the Covered System's core functionality.
- Software performance enhancements to Covered System.
- Software updates to conform to receiving agency specifications.

Software updates do not include the following:

- Labor associated with:
  - Change or transfer to different hardware platforms
  - Change or transfer to different operating systems
- New modules that are not a part of the Covered System's core functionality

Updates to software will be provided in files consisting of machine-readable format (executable). Updates to related documentation will be provided in electronic format. Biometrics4ALL shall not be obligated to provide changes to releases that are older than three (3) years from its initial release. Subscribers shall pay for all changes to non-current releases, while upgrades to latest releases are provided free of charge.

#### ***SERVICE EXCLUSIONS***

Maintenance Services are intended to keep the Covered System(s) in normal operating condition. However, technology evolves over time, sometimes quickly, and often out of Biometrics4ALL's control. Therefore, the following exclusions apply:

- Biometrics4ALL assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered System if the Subscriber has made changes to the system hardware, software configuration, or modifications to any supplied applications which may affect the performance of the Covered System and were made without prior notification and written approval by Biometrics4ALL.
- Biometrics4ALL assumes no responsibility for the operation or performance of any Subscriber-written or third-party application.
- Maintenance does not cover custom programming services.



- Any hardware obsolescence.
- Operating System.
- Incompatibility between hardware and software due to inadequate hardware performance or lack of driver availability.
- Any hardware failure resulting from physical damage, misuse, or operation not in accordance with Biometrics4ALL instructions.

### **UNAUTHORIZED REPAIR**

The Subscriber shall not make or attempt any unauthorized repairs. All repairs shall be made by authorized Biometrics4ALL employees or its authorized vendors. In the event that such an unauthorized repair or attempts to repair are made by the Subscriber, Biometrics4ALL reserves the exclusive right to void all coverage under this Agreement. Biometrics4ALL shall not be responsible for any costs incurred by the Subscriber from unauthorized repairs.

### **REPAIR PARTS**

All removed parts which are replaced under repair shall become the property of Biometrics4ALL. Biometrics4ALL reserves the right to use comparable performing parts for all repairs.

### **FEES AND PAYMENTS**

Biometrics4ALL reserves the exclusive right to set all Maintenance Service prices. Biometrics4ALL shall invoice Subscribers for the Maintenance Service. Upon full payment of the Maintenance Service Plan Invoice, this Agreement will be automatically renewed. Any delinquent balance must be cleared before a new Maintenance Service Agreement may be executed. Any payments made by the Subscriber will apply to all delinquent invoices prior to being applied towards future Maintenance Service Agreements. Maintenance must be paid in advance on a quarterly or annual basis.

### **TAXES**

The Subscriber is exclusively responsible for all applicable sales tax. Each party is responsible for its own national, state, or local taxes other than sales tax which may result from income, employment, and all other taxable activities. The Subscriber shall have no liability for the failure of Biometrics4ALL to remit tax payments to the proper taxing authority.

### **LIMITED LIABILITY**

Biometrics4ALL's Maintenance Service pricing reflects the allocation of risk and limitation of liability specified below.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN AGREEMENT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

- Biometrics4ALL and Subscriber will not be responsible for any outages, interruptions, or circumstances beyond its control. This shall include but not be limited to record loss or record rejection.



- Biometrics4ALL will not be responsible or liable for any of the Subscriber's record content including but not limited to fingerprint quality, data accuracy, or improper software operation.
- Biometrics4ALL's total liability to Subscriber for damages, costs, and expenses shall not exceed the compensation received by Biometrics4ALL under this Agreement.
- Both parties will take all reasonable precautions to safeguard the privacy and confidentiality of all of the received data; however, Biometrics4ALL will not be responsible for any loss or dissemination of the Subscriber's data or materials unless it results from Biometrics4ALL willful misconduct or gross negligence.

## **DISPUTE RESOLUTION**

- **PREVENTION OF CLAIMS.** Biometrics4ALL acknowledges that differences may arise between Biometrics4ALL and Subscriber, which may become claims against one another. Biometrics4ALL and Subscriber agree to identify differences in advance and discuss the potential causes of disputes. In good faith, we agree to reach a reasonable resolution and financial settlement.
- **VOLUNTARY SETTLEMENTS - DIRECT AND MEDIATED NEGOTIATIONS.** Biometrics4ALL and Subscriber agree that, should any differences of interpretation, or any other controversy or claim arise out of, or related to the employment conditions, or the breach thereof, we will immediately negotiate our own written voluntary resolution of the matter directly between ourselves, in good faith. We agree that if the matter remains unsettled for 45 days after a notification, we will immediately retain a mutually agreed neutral mediator with at least 5 years of experience in dispute resolution to conduct and participate in confidential mediation, and continue attempting to work out our own written voluntary settlement. We agree that if either party files any arbitration claims, or administrative or legal actions, for disputes to which this clause applies, without first having attempted to resolve the dispute ourselves through neutral mediation, then the filing party will not be entitled to collect attorney's fees or procedural costs, even if they would otherwise be entitled to them.
- **ARBITRATION OF DISPUTES.** The parties agree that if, and only if, the dispute remains unsettled for an additional 45 days, the parties will submit the dispute to binding neutral arbitration. In this event, arbitration proceedings will be governed by the rules of the Judicial Arbitration and Mediation Service (JAMS) applicable to employment disputes as they may be in effect from time to time, and shall take place in Orange County, California. The arbitrator will be appointed by agreement of the parties hereto or, if no agreement can be reached, by the JAMS pursuant to its rules. The decision of the arbitrator will be rendered in writing and be final and binding on all parties to this Agreement, and judgment thereon may be entered in any court having jurisdiction. In the event of such arbitration, the prevailing party will be entitled to recover all reasonable costs and expenses incurred by such party in connection therewith, including attorneys' fees. The non-prevailing party will also be solely responsible for all costs of the arbitration, including, but not limited to, the arbitrator's fees, court reporter fees, and any other administrative costs of the arbitration, and will promptly reimburse the prevailing party for any portion of such costs previously paid by the prevailing party. The arbitrator will determine any dispute as to the reasonableness of costs and expenses. This arbitration procedure is intended to be the sole and exclusive method of resolving any claim between the parties, and each of the parties hereby waives any right to a jury trial with respect to such claims.
- Biometrics4ALL and Subscriber stipulate and agree that no mediator shall submit, and no arbitrator, court, or other adjudicative body shall consider, any mediator evaluations, recommendations, declarations, or findings, unless all mediation participants specifically later agree in writing.



- NOTICE: BY INITIALING IN THE SPACE BELOW, the parties AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND THE PARTIES GIVE UP ANY RIGHTS POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, I GIVE UP THE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF THE PARTIES REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, I MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

### **ENTIRE AGREEMENT**

This is the entire agreement between the parties. It replaces and supersedes any previous oral and written agreements between the parties. Any modifications or amendments to this Agreement must be in writing, signed, and dated by Biometrics4ALL and Subscriber.

### **SUCCESSORS AND ASSIGNEES**

Without the other party's prior written authorization, Biometrics4ALL and Subscriber shall not assign or transfer a right or interest in this Agreement or delegate or sublet a duty or obligation owed under this Agreement. An assignment or delegation is wholly void and ineffective for all purposes.

### **GOVERNING LAW**

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California as applied to transactions to be carried out wholly within California by California residents. Any proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Orange County, California, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personal jurisdiction, provided that service is effective.

### **INDEMNIFICATION**

- Each party shall defend, indemnify and hold harmless the other and its parent, affiliates and subsidiaries, and their officers, agents, and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements, and penalties of every kind (hereafter "Claims") made by or payable to a third party and arising from any bodily injury (including death) or physical damage to tangible or real property to the extent set forth below. If a claim is the result of the joint negligence, misconduct, or fault of Biometrics4ALL and Subscriber, the amount of the claim for which the indemnified party is entitled to indemnification shall be limited to that portion of the claim attributable to the negligence, misconduct or other fault of the other party.
- In addition to its general indemnification obligations under the preceding subparagraph, each party shall and do hereby further agree to defend, indemnify and hold harmless the other and its parent, affiliates and subsidiaries, and their officers, directors, shareholders, agents and employees from all claims relating to or otherwise arising from each parties' performance of its obligations under this Agreement, or its breach of any of its representations or warranties set forth herein.
- Each party shall promptly notify the other in writing of any claim covered by this indemnity or the indemnity set forth below. Promptly after receipt of such notice, the indemnifying party shall assume



the defense of such claim with counsel reasonably satisfactory to the other party. If the indemnifying party fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to the other party, then such other party shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of the indemnifying party. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's cost and expense, in connection with any claim. Notwithstanding the foregoing, if the indemnified party in its sole discretion so elects, such indemnified party may also participate in the defense of such claims on a non-controlling basis by employing counsel at its expense, without waiving the indemnifying party's obligations to indemnify or defend. A Party shall neither settle nor compromise any claim or consent to the entry of any judgment without the prior written consent of the other party and without an unconditional release of all liability by each claimant or plaintiff with respect to such other party.

**SEVERABILITY**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, Subscriber hereby explicitly agrees with the terms stated in this Agreement.

**SUBSCRIBER**

Company Name (if applicable): \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**SUBJECT:** **APPROVE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT (FSD) WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL TWO AND THREE PROFESSIONAL DEVELOPMENT FOCUSING ON COLLABORATIVE LESSON DESIGN FROM JUNE 12 – 20, 2018**

Background: Fullerton School District (FSD) has developed a comprehensive teacher-teaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory has provided professional development to all principals, assistant principals, and teacher leaders based on the Marzano High-Reliability Schools™ framework. This framework, based on 40 years of educational research, defines five progressive levels of performance that a school must master to become a high-reliability school — where all students learn the content and skills they need for success in college, careers, and beyond. Teachers from across the District will work by grade levels on HRS Level 2, which addresses effective schooling—the quality of teaching in classrooms, and Level 3, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content that is aligned with national and State standards.

Rationale: Marzano has been a partner to the Fullerton School District for the past seven years, providing on-going professional development on the Art and Science of Teaching and Marzano’s High-Reliability Schools (HRS) framework, which is a strategic planning framework to help schools focus on specific, research-based conditions for continuous school improvement. Bringing grade-alike teachers from across the District together to be led by a leading professional on research-based strategies will allow FSD to strengthen collaboration and quality of lesson design and teaching.

Funding: Cost is not to exceed \$42,600 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve Contract with Marzano Research Laboratory to provide Fullerton School District (FSD) with High-Reliability Schools (HRS) Level Two and Three Professional Development focusing on collaborative lesson design from June 12 - 20, 2018.

EF:nm  
Attachment



## HOST CONTRACT

Effective January 24, 2018, Fullerton School District (“Host”) and Marzano Research, LLC (“Marzano Research”) agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$42,600.00 (USD). The parties agree as follows:

- 1. Services:** Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
- 2. Compensation:** Host will pay Marzano Research a total contract amount of \$42,600.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$8,520.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$34,080.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- 3. Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
- 5. Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation:** All audio and video recording is prohibited.
- 7. Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
- 8. Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
- 9. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

- 10. Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 W Valencia Dr Fullerton California 92833, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:

_____	_____	_____	_____
Roberta Pletka	Date	Megan Schutz	Date
Fullerton School District		Professional Development Manager	
		Marzano Research, LLC	

**EXHIBIT A  
DESCRIPTION OF SERVICES**

**Service 1:**

**Date:** June 12, 20178

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**Service 2:**

**Date:** June 13, 2018

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**Service 3:**

**Date:** June 14, 2018

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**Service 4:**

**Date:** June 15, 2018

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**Service 5:**

**Date:** June 19, 2018

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**Service 6:**

**Date:** June 20, 2018

**Speaker:** Phil Warrick

**Topic:** Collaborative Teams

**Format:** Onsite

**Cost:** \$7,100.00, inclusive of travel and expenses

**EXHIBIT B**  
**SCHEDULE OF PAYMENT**

<b>Description</b>	<b>Payments</b>	<b>Expected Invoice Date</b>
<b>Payment 1</b>	<b>\$8,520.00</b>	<b>Upon Execution of Contract</b>
<b>Payment 2</b>	<b>\$34,080.00</b>	<b>June 20, 2018</b>

**CONTACT INFORMATION**

Please fax (303-694-1778) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research representative.

[stephanie.stlaurent@marzanoresearch.com](mailto:stephanie.stlaurent@marzanoresearch.com)

**Payments, including deposit checks, should be mailed directly to the Business Office:**  
**Marzano Research, LLC**  
**ATTN: Accounts Receivable**  
**555 North Morton St.**  
**Bloomington, IN 47404**

**Please provide the following information in both sections:**

**Who will be the contact person for the work?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Who will receive and pay the invoices?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Shipping Information (required for resource delivery)**

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_  
Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Kelly S. Castillo, Ed.D., Principal, Pacific Drive School

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE ONGOING TRAINING FOR WRITER'S WORKSHOP AT PACIFIC DRIVE SCHOOL ON FEBRUARY 26, 2018 AND MARCH 23, 2018**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers, instructional coaches, and administrators the strategies that are designed to improve student achievement and to effectively address closing the achievement gap by utilizing common core standards and an individual approach to teaching writing.

Rationale: Teachers and administrators will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writer's Workshop training will support teachers in the development of students to become effective writers.

Funding: Cost is not to exceed \$3,400 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Momentum In Teaching to provide ongoing training for Writer's Workshop at Pacific Drive School on February 26, 2018 and March 23, 2018.

EF:KC:nm  
Attachment



**MOMENTUM  
INTEACHING**  
TEACHING BEYOND THE BOOK

# Proposal

To

Date: January 21, 2017  
#389  
Kelly Castillo  
Pacific Drive  
1501 W. Valencia Dr.  
Fullerton School District  
Fullerton, CA 92833  
714-447-7585

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 weeks after invoiced

Date of Service	Description	Cost of Service	Line Total
2/26/18	Professional development for lower grade teachers focused on implementation of Writing Workshop using a lesson study approach.	\$1,700/presenter 1 presenter for 1 day	\$1,700.00
3/23/18	Professional development for upper grade teachers focused on implementation of Writing Workshop using a lesson study approach.	\$1,700/presenter 1 presenter for 1 day	\$1,700.00
	A 20% cancellation fee will be assessed at any time up until dates of service should agreed upon contract be terminated with <i>Momentum in Teaching, LLC</i> .	20% of \$3,400	\$680.00
		<b>Total</b>	<b>\$3,400.00</b>

X \_\_\_\_\_  
Robert Pletka, Ed.D, Superintendent  
(an electronic copy of this agreement with signatures shall be considered original)

X \_\_\_\_\_  
Leslie Courtney, treasurer

**Make all checks payable to *Momentum in Teaching, LLC***

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Trang Lai, Director, Educational Services

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND COMMON SENSE EDUCATION TO PROVIDE TRAINING FOR EDUCATORS AND PARENTS AT NICOLAS AND LADERA VISTA JUNIOR HIGH SCHOOLS ON FEBRUARY 26, 2018**

Background: Common Sense Education is a consulting group that specializes in the professional development of educators and parents in digital citizenship and online/media safety. Digital citizenship is an essential 21<sup>st</sup> Century skill in which kids and families think critically, behave safely, and participate responsibly in a digital world.

Rationale: The main goal of the parent/educator event is to educate parents and educators on how they can support Fullerton School District's technology program by providing resources/tools that informs positive student behavior and responsible decision-making in a highly digital environment.

Funding: Cost not to exceed \$3,000 and is to be paid from Unrestricted General Funds (#401).

Recommendation: Approve Agreement between Fullerton School District and Common Sense Education to provide training for educators and parents at Nicolas and Ladera Vista Junior High Schools on February 26, 2018.

EF:TL:nm  
Attachment

Professional Development and Parent Event Agreement  
January 25, 2018

Services to be delivered

Common Sense will provide a qualified dynamic keynote speaker to deliver two parent event sessions as described below on February 26 at 5:00 and 7:00 pm.

**Description:**

Digital citizenship is an essential 21st century skill in which kids and families think critically, behave safely, and participate responsibly in a digital world. The main goal of the parent event is to educate parents on how they can support FSD's technology program by providing resources / tools that helps student behavior and decision-making. Special emphasis will be placed on digital footprints and reputation. Connections between school based digital citizenship instruction and parent/caregiver roles will be emphasized for a whole student approach.

Parent Event Format:

- **FSD Intro** (10 min): outline district commitment to whole child education by providing the resources for students to have the tools, and ensure that they have the support to think critically and participate responsibly in their digital world.
- **Interactive Discussion:** Facilitated group discussion on the impact of digital footprints similar to this description:  
<https://www.commonsense.org/education/connecting-families/digital-footprints-photo-sharing>
- **Main Keynote by Sue Thotz** of Common Sense Education - Sue will facilitate a conversation with parents to provide an overview and outlook of the digital landscape, opportunities/challenges for parents and families, specific tips families can apply in their own homes, and overview materials/resources available for parents to access immediately. Resources include [advice](#), [tip sheets](#) and [family media agreements](#).

Pricing TOTAL: **\$3000** payable net 15 days from delivery to Common Sense Education

Location: [Nicolas Junior High School 1100 W Olive Ave, Fullerton, CA 92833, United States](#) and [Ladera Vista Junior High School 1700 E Wilshire Ave](#)

Date of training: February 26, 2018

Fullerton School District will provide:

1. Access to hardware/software/equipment for workshops
2. Facility suitable for participants and presenter, including comfortable climate
3. Access to facility up to one hour before the workshop start time
4. Seating for all participants per group
5. Sufficient wireless Internet capacity for presenter and all participants if necessary
6. Any necessary passwords to access wireless network
7. Contact person name and cell phone number

**Disclaimers:**

This Agreement will in no event create or imply any obligations with respect to work activities or Services that are not specified in this Agreement. Any additional services or assistance requested by Fullerton School District or its subsidiaries must be contracted for separately or amended accordingly and billed at current prevailing rates at the time of occurrence. Intending to be legally bound, the parties hereto have executed this Agreement, which is effective as of the last date indicated below. A two-week cancellation notice applies to the workshops scheduled. If Fullerton School District cancels within this window they are responsible for fees incurred prior to any two-week cancellation, including any travel fees i.e., airfare, hotel, car rental etc. plus a \$200 administrative fee. If Fullerton School District cancels with less than two weeks notice they are responsible for the entire workshop fee plus travel fees.

In Witness Whereof, the parties have executed this Agreement as of the date set forth below:

Authorized Signatures:

James Carroll, VP of Finance & Administration

Common Sense Education

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Signature	Date
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Fullerton School District

Robert Pletka, Ed.D. Superintendent

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Name	Title
------	-------

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Signature	Date
-----------	------

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

**Prepared by:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** **APPROVE 2018/2019 NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) for network support services. This Agreement addresses access to the BiTech Financial System, Payroll Services and the Time and Attendance System. It includes charges for management of the data circuit that connects FSD to these services.

Rationale: OCDE shares the cost of managing the Intranet network with school districts in Orange County, charging the District for circuit network management.

Funding: Cost is not to exceed \$2,350 to be paid from Innovation and Instructional Support budget 409.

Recommendation: Approve 2018/2019 Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2018 through June 30, 2019.

JM:SR:kv  
Attachment

2018-2019  
NETWORK SUPPORT SERVICES AGREEMENT  
FULLERTON SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st day of July, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92633, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Data Center Site Services (Separate contract required)

1 7. Workflow (i.e. Pan, etc.) (Separate contract required)

2 3.0 TERM. This AGREEMENT shall be in full force and effect for  
3 the period commencing July 1, 2018, and ending on June 30, 2019,  
4 subject to termination as set forth in this AGREEMENT.

5 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
6 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
7 not to exceed Two thousand three hundred fifty dollars (\$2,350.00).  
8 The charges are based on the actual expenses incurred by  
9 SUPERINTENDENT in supporting the connectivity between DISTRICT and  
10 SUPERINTENDENT through the telephone companies, Internet service  
11 providers, and vendors providing equipment, lines and services.  
12 DISTRICT shall be notified in writing of any increase in charges  
13 incurred by SUPERINTENDENT in supporting the network. DISTRICT  
14 agrees to pay SUPERINTENDENT the actual charges within thirty (30)  
15 days upon receipt of an itemized invoice from the SUPERINTENDENT.  
16 Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<b><u>ANNUAL FEES</u></b>		
1.	<u>\$ 2,350.00</u>	Annual data circuit network management
2.	<u>\$ 0.00</u>	Email archiving/storage per terabyte
3.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
<b><u>TOTAL FEES:</u></b>		<b><u>\$ 2,350.00</u></b>

22 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
23 technical support and assistance on SUPERINTENDENT'S Network between  
24 the DISTRICT and SUPERINTENDENT, provided however, that the  
25 availability or performance of this technical support service shall

1 not be construed as altering or affecting SUPERINTENDENT'S  
2 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
3 technical support via telephone shall be provided to DISTRICT  
4 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
5 excluding SUPERINTENDENT'S holidays.

6 6.0 TRAINING. SUPERINTENDENT will provide, at no additional  
7 charge, such assistance and advice, if requested, as may be  
8 necessary to assist DISTRICT personnel in the use and operation of  
9 the equipment installed by SUPERINTENDENT to enable DISTRICT to make  
10 optimum use of the network services Monday through Friday from 7:00  
11 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
13 shall be an independent contractor and shall be wholly responsible  
14 for the manner in which the services required by the terms of this  
15 AGREEMENT are performed. Nothing herein contained shall be  
16 construed as creating the relationship of employer and employee, or  
17 principal and agent, between SUPERINTENDENT and DISTRICT.  
18 SUPERINTENDENT assumes the responsibility for the acts of its  
19 employees or agents as they relate to the services to be provided.  
20 SUPERINTENDENT, its officers, agents, and employees, shall not be  
21 entitled to any rights, and/or privileges of DISTRICT'S employees  
22 and shall not be considered in any manner to be DISTRICT'S  
23 employees.

24 8.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
hold harmless DISTRICT, its Governing Board, officers, agents, and

1 employees from every claim or demand and every liability loss,  
2 damage, or expense of any nature whatsoever which may be incurred by  
3 reason of any negligent acts or omissions of employees, agents or  
4 officers of SUPERINTENDENT or the Orange County Board of Education  
5 during the period of this AGREEMENT.

6 B. DISTRICT hereby agrees to indemnify, defend, and hold  
7 harmless SUPERINTENDENT, the Orange County Board of Education, and  
8 its officers, agents, and employees from every claim or demand and  
9 every liability, loss, damage, or expense of any nature whatsoever  
10 which may be incurred by reason of any negligent acts or omissions  
11 of employees, agents or officers of DISTRICT during the period of  
12 this AGREEMENT.

13 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
14 they will not engage in unlawful discrimination of persons because  
15 of race, color, religious creed, national origin, ancestry, physical  
16 handicap, medical condition, marital status, or sex of such persons.

17 10.0 APPLICABLE LAW. The services completed herein must meet the  
18 approval of the DISTRICT's general right of inspection to secure the  
19 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
20 to comply with all federal, state and local laws, rules, regulations  
21 and ordinances that are now or may in the future become applicable  
22 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
23 engaged in operations covered by this AGREEMENT or occurring out of  
24 the performance of such operations.

25 11.0 ASSIGNMENT. Neither party shall subcontract or assign this  
AGREEMENT or the performance of any of the services set forth in

1 this AGREEMENT without prior written approval of the non-assigning  
2 party.

3 12.0 TERMINATION. This AGREEMENT may be terminated by  
4 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
5 sixty (60) days prior written notice to the other party.

6 13.0 TOBACCO USE POLICY. In the interest of public health, the  
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
8 use of any tobacco products are prohibited in buildings and  
9 vehicles, and on any property owned, leased or contracted for by the  
10 SUPERINTENDENT. Failure to abide with conditions of this policy  
11 could result in the termination of this AGREEMENT.

12 14.0 NOTICES. All notices or demands to be given under this  
13 AGREEMENT by either party to the other shall be in writing and given  
14 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
15 registered or certified mail, return receipt requested, with postage  
16 prepaid. Service shall be considered given when received if  
17 personally served or, if mailed, on the third (3rd) day after  
18 deposit in any U.S. Post Office. The address to which notices or  
19 demands may be given by either party may be changed by written  
20 notice given in accordance with the notice provisions of this  
21 section. As of the date of this AGREEMENT the addresses of the  
22 parties are as follows:

23 DISTRICT: Fullerton School District  
24 1401 West Valencia Drive  
25 Fullerton, California 92633  
Attn: \_\_\_\_\_

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 P.O. Box 9050  
4 Costa Mesa, California 92628-9050  
5 Attn: Patricia McCaughey

6 15.0 SEVERABILITY. If any term, condition or provision of this  
7 AGREEMENT is held by a court of competent jurisdiction to be  
8 invalid, void, or unenforceable, the remaining provisions will  
9 nevertheless continue in full force and effect and shall not be  
10 affected, impaired or invalidated in any way.

11 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
12 shall be governed by the laws of the State of California, with venue  
13 in Orange County, California.

14 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
15 attached hereto constitute the entire AGREEMENT between  
16 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
17 made shall be ineffective to modify this AGREEMENT in whole or in  
18 part unless such agreement is embodied in an Amendment to this  
19 AGREEMENT which has been signed by both Parties. This AGREEMENT  
20 supersedes all prior negotiations, understandings, representations  
21 and agreements.

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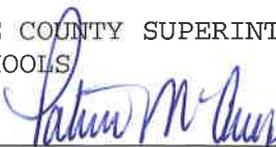
IN WITNESS WHEREOF, the Parties hereto have caused this

AGREEMENT to be executed.

DISTRICT: FULLERTON SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: January 9, 2018

FullertonSD-Network Support Services Agreement (45367) 2018-2019  
Zip6

CONSENT ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE AGREEMENT WITH EFILECABINET EFFECTIVE FEBRUARY 14, 2018

Background: The District has implemented an online personnel file management system to improve efficiency within Personnel Services. The current product is not meeting the needs of the department so a thorough research was conducted to find a product that would best serve the needs of the District and its constituents.

Rationale: Converting to eFileCabinet will support the Division's efforts of maintaining electronic personnel records without compromising any confidential data.

Funding: Cost not to exceed \$5,930 and is to be charged to Certificated Personnel budget (#553).

Recommendation: Approve agreement with eFileCabinet effective February 14, 2018.

CH:nm  
Attachment

# Terms of Service for eFileCabinet

Last Updated: April 18, 2016

These Terms of Service for a Software As A Service (SAAS) version of *eFileCabinet*<sup>™</sup> software is a legal and binding contract (referred to as this “Agreement”) between you, as the user (hereafter referred to as “you” and “your”), and eFileCabinet, Inc., a Utah corporation (hereafter referred to as “eFileCabinet”, “we”, “us”, or “our”).

**30 Day Refund Policy:** *Within thirty (30) days of the date you pay for the License under this Agreement, you may contact us at sales@efilecabinet.com and receive a full refund of your initial subscription purchase (does not apply to annual renewals) and unfulfilled professional services. Your right to use the Service and access or retrieve Your Data will immediately and permanently terminate with your refund request.*

**eFileCabinet Scanner Return Policy:** *Scanners returned to eFileCabinet unopened and "as new" in its original packaging within thirty (30) days from the initial invoice date can receive a refund minus a 15% restocking fee. Scanner refunds cannot be issued until the product has been received and determined that the packaging has not been tampered with. Scanners will be shipped back to eFileCabinet at the expense of the customer. All opened merchandise is considered "used equipment" and cannot be resold by eFileCabinet as new. Returns of opened merchandise will not receive a refund.*

## 1. Description of the Service and Your License to It.

1.1 Definition of the Service. In this Agreement, the term “**Service**” (with an initial capital letter) means the *eFileCabinet*<sup>™</sup> software (and any updates or revisions to it we make) accessed from us and used by you as a licensed service provided to you through the Internet.

1.2 Your License. We grant you a limited, nonexclusive, nontransferable, non-sublicensable right to access the Service from your computer (defined below) through the Internet (the “**License**”) to store and retrieve Your Data (defined below) on eFileCabinet Servers (defined below), on the terms of this Agreement. You may not transfer or assign the License, or lend, share or permit anyone else to use the Service or your password to it. Rights not expressly granted to you are reserved to us. You may not sublicense or loan use of the Service, or any documentation on our website, to any other person. You may use the Service only for your own personal and business purposes. You may use our Service with services you provide to others, but you may not loan or time share the Service, or use it as storage service for another person.

1.3 Your Computer. You should only access the Service through your own computer. References to “**your computer**” means any computer or device functioning as an Internet client or workstation in your possession and control with Internet access, which you use to access the Service. Minimum specifications for your computer are found [here](#) and we may change these specifications without notice to you, so check them regularly. If you choose to access the Service through a third party application or equipment you don’t own, you may be increasing your privacy and security risks (see Section 9.4(d), below).

1.4 Limited Access to the Service. We strive for 24-7 availability of the Service. However, there will be downtime of eFileCabinet Servers (defined below) and of the Service for maintenance, re-location and other purposes which will periodically be necessary. Unintended interruptions and unscheduled downtime may also occur and are not a breach of this Agreement.

2. Your Data. You may only use Your Data with the Service. “**Your Data**” means your electronic data, or data legitimately used by you personally or by your business, that is transmitted to eFileCabinet Servers (defined below) as part of the licensed use of the Service. Transmission of Your Data to us must

comply with our then-current specifications and guidelines. You are responsible for the accuracy and content of Your Data. You promise that Your Data, and the transmission and storage of it to and by us, will not violate rights or intellectual property of any third party (see also Section 7). Your Data will be kept secure and confidential by us as set forth in this Agreement (see especially Section 9.4).

3. About eFileCabinet Servers. Your Data will be stored on eFileCabinet Servers. “**eFileCabinet Servers**” means the servers and any storage media, hardware, software or system selected by us for data storage and operation of the Service. eFileCabinet Servers are not dedicated exclusively to you or the Service. eFileCabinet Servers may be located at our site(s) or at our contractor’s sites. Additional information regarding eFileCabinet Servers is located here, and You agree we may change that information without notice to you, so check it regularly.

4. Subscriptions for the Services.

4.1 Free Trial Period. We may offer a limited time free trial of the Service. At the end of the trial period your License to the Service terminates and **your access to Your Data will be disabled**. If you do not establish an account with us and pay for a License to the Service (on the terms of this Agreement), then you will have no further access to Your Data, and **Your Data will be destroyed or erased by eFileCabinet as described below in Section 6** (see *Effect of License Termination on Access to Your Data*). All provisions of this Agreement apply to your use of the Service during any trial period, and thereafter.

4.2 Subscription Term. The initial Subscription Term will commence on the date specified in the start date field of your signed agreement and will end on the same calendar date in the final year of the subscription term. Upon the expiration of the Initial Term, this Agreement will automatically renew on an annual Subscription Term basis. Subscription Fees for any Renewal Term will be equal to the then-current number of total User subscriptions multiplied by the User subscription Fee in effect at the time of renewal, or as specified by eFileCabinet at the time of renewal. Renewal Fees for other services will be charged on an as-quoted basis. The Initial Term and any and all Renewal Term(s), if any, constitute the "Subscription Term." Renewal rate will be equal to initial sign-up rate for subscription items, for two renewal periods.

4.3 Billing and Payment. All Fees relating to Services described herein, according to the rates indicated above, are due annually in advance upon receipt of invoice unless specified otherwise in the payment term section of the invoice. All Fees are referred to and payable in United States Dollars. eFileCabinet products are sold exclusively on a subscription basis and you will be billed for your subscription renewal on the contract anniversary date utilizing the same payment method used on your previous billing, unless eFileCabinet is notified in advance of a change in billing source or procedure. Any payment not made by the due date shall be subject to a service charge at the rate of one and one-half percent (1 ½%) per month, or if less, the highest rate permitted by law.

4.4 Late Payment. Past due invoices are subject to a late fee of \$25.00 and interest charges of 1.5% per month (compounded daily) on any balance more than 30 days past due, or the maximum permitted by law, whichever is less, plus all reasonable costs and expenses incurred (including reasonable attorney fees) in collecting past due amounts. Additionally, if your Payment Source is invalid on the payment due date, you will be charged a reprocessing fee of \$25.00.

4.5 Delinquent Accounts. Failure to make full payment for 30 (thirty) days from your payment due date will suspend your account and place it in delinquent status. eFileCabinet will notify you via email if your account is placed on hold and you will then have another 15 (fifteen) days to fulfill your payment obligations. Failure to do so will result in the termination of your account. If your License to use the Service is restored (by your payment in full) within that time, you may again access Your Data, **otherwise you will have no access to Your Data, and Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of or access to Your Data.** If you request a refund (such as under our 30 day refund policy, above), your License to the Service and access to Your Data will terminate with the refund request. Your Data will be erased and permanently destroyed promptly, on our schedule.

4.6 Institutional Accounts. For certain institutional accounts, we may offer a choice of credit card payment or account invoicing. Invoices must be paid within thirty (30) days from the date of the invoice. Late payments bear interest at the lesser of one and one-half percent per month, compounded monthly, or the highest rate allowed by applicable law. Your use of the Service, or storage of Your Data on eFileCabinet Servers, makes the account holder obligated to pay us.

5. Termination. If you materially breach this Agreement, or fail to timely pay required fees when due, then the License will automatically terminate (and any multiple user license will terminate for any number of users for which fees have not been paid). The License may also be terminated by you with written notice at least 90 days prior to your subscription contract end date, or by eFileCabinet, or pursuant to the provisions of any underlying master service agreement affecting your use of the Service.

6. Effect of License Termination on Your Data. Termination of your License ends your right to use the Service and to access and retrieve Your Data. After termination of your free trial, or other License, eFileCabinet will continue to store Your Data for at least 30 days. 30 days after termination of your License for any of the above reasons, Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of or access to Your Data. In the case where your License is terminated by you, should you decide to reactive your License within the 30 day window following termination, your access to Your Data will be restored. If your License to use the Service is restored (by your opening or extending a subscription account for the Service) within that time, you may again access Your Data, **otherwise you will have no access to Your Data, and Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of or access to Your Data.**

7. Things You Must Not Do. We expect you to use the Service only for legitimate personal and business purposes, for legal and moral activities. Therefore, **you agree not to** directly or indirectly do or permit any of the following:

- Upload or transmit to us any file, data or content (hereafter, "**Content**") unless you have a lawful right to copy, transmit, distribute, publish, perform, and display the Content, and you must not violate your confidentiality or fiduciary obligations regarding that Content.
- Upload or transmit to us any Content unless you have a right, or the consent or permission of, each identifiable person in the Content to use the name, voice, signature, photograph, personal information, visage, likeness, or other recording of each such person (to the extent each such person is implicated by the Content).
- Upload or transmit to us any Content that (i) violates intellectual property or privacy rights of any person (including without limitation copyright, trademark, patent, trade secret, trade dress, or other intellectual property rights, moral rights under copyright law, and rights of publicity and privacy); (ii) that is obscene, immoral, pornographic, or offensive under the law or to eFileCabinet in its unfettered discretion; (iii) promotes bigotry, racism, hatred, discrimination, or harm against any individual, group, entity, or business; or (iv) violates or encourages any conduct that violates any applicable law or regulation, or would give rise to civil liability to you or us.
- Access, tamper with, copy, or use any non-public areas of the Service or of our computer systems, or of the technical delivery systems of eFileCabinet Servers.
- Attempt to probe, test, or tamper with the vulnerability of the Service or any related computer, system or network, or breach or circumvent any security or authentication measure used with the Service or its systems and networks.
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software code used to provide the Service.
- Harm or threaten to harm other users of the Service; or interfere with or attempt to interfere with, the access of any user, host or network, including without limitation through any virus, Trojan, malicious software, overloading, flooding, spamming, blocking, redirection, mail-bombing, or other interference with the Service or eFileCabinet Servers.
- Send unsolicited email, spam, chain letters, promotions, or advertisements to or through the Service provided under this Agreement.
- Misrepresent your License or affiliation with the Service.

## 8. Your Security Obligations.

8.1 Your Premises and Equipment. You are responsible for maintaining adequate physical, technological and procedural access controls and system security to ensure no unauthorized or improper access to your computer, or use of the Service or eFileCabinet Servers through your account, or violation of data privacy or confidentiality through your computer or your account. You are responsible for the security of your home or office facilities, and the area where you store and use your computer, and for your family, employees, contractors, customers, and affiliates, and anyone using your User ID and password with or without your permission.

8.2 Virus Protection. You must maintain virus and malicious software protections for your computers and networks used to access the Service.

8.3 Passwords and Access. You are responsible for all activity on eFileCabinet Servers through your account. You must keep secret your User ID and password, and the confidentiality of any other security-related information disclosed to you by us. You must promptly notify us of any known unauthorized use of your account, and of any other breach of security that might affect us, the Service, Your Data, or eFileCabinet Servers.

## 9. Our Privacy Policy and Data Security Obligations

9.1 Collecting Information. For the sole purpose of providing you the Service, we may collect, or have access to and collect, non-public personal information about you and your affiliates or clients from you or your computer when you subscribe to the Service, use the Service, request help or information, or undertake a transaction with eFileCabinet (including through applications, sales orders, or worksheets). We may also have access to and collect non-public personal information about you from other documents and sources, including from our affiliates, or others, and from information eFileCabinet receives indirectly from you or through a consumer or credit reporting agency about you.

9.2 Retaining and Using Information; Opting Out. We may retain information we collect about you, and may use it to inform you about products of eFileCabinet and third parties. You may opt out of email advertising from eFileCabinet and from third parties.

9.3 Protecting Access to Your Information; Nondisclosure. We restrict access to non-public personal information we collect to eFileCabinet personnel who need to know that information. We maintain physical, electronic, and procedural safeguards that comply with U.S. federal regulations to guard your material non-public personal information. **We do not disclose non-public personal information about you (or any of our clients, former clients, or their respective affiliates and clients), to anyone except as disclosed to or permitted by you (or the person who is the subject of the information), or as required by law.**

### 9.4 Security of Your Data and Information.

(a) Commitment; Technology Protections. We are committed to protecting your information and Your Data securely. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. For example, we store Your Data and the information you provide on computers or computer servers with limited access that are located in controlled facilities (see Section 3, *About eFileCabinet Servers*). You understand that for purposes of technical support of the Service and the services we provide you, and our customers, some of our technical personnel with an eFileCabinet security clearance must have access to Your Data. However, eFileCabinet has confidentiality agreements that prohibit its employees with such security clearance from accessing Your Data except for technical purposes to fulfill our obligations to you and to support, update, and improve the Service and products of eFileCabinet, and for purposes of this Section 9.4.

(b) Data Encryption and Backup. The Service secures Your Data via SSL verification and TLS authentication and is encrypted with 256-bit AES encryption during transmission. Your Data is then stored on secure servers utilizing 256-bit AES encryption. Not all computer software or mobile media devices encrypt streaming files, so you should be careful what hardware and software you use to access the Service and transmit and retrieve Your Data. We maintain a redundant backup of Your Data on eFileCabinet Servers at two or more different locations to minimize the possibility of data loss.

(c) Investigation of Your Data. eFileCabinet (through its employees with our security clearance) have the right to fully investigate and prosecute allegations of violation by you of Section 7, including without limitation possible infringement of any intellectual property rights, security breaches, and interferences, and to involve, assist, and cooperate with law enforcement authorities and initiate criminal prosecution to the fullest extent of the law. This may include accessing and decrypting Your Data.

(d) Third Party Obligations. The parties agree that SUBSCRIBER has contractual obligations with THIRD PARTIES with respect to the data and objects being stored by eFileCabinet. Specifically, these THIRD PARTY contractual obligations set forth what data is the property of the SUBSCRIBER and the confidentiality restrictions pertaining to that data, both of which survive the termination of the SUBSCRIBER contractual agreement with the THIRD PARTY or with eFileCabinet. Accordingly, upon SUBSCRIBER's termination of their contract with THIRD PARTY, it will be the SUBSCRIBER's responsibility to fulfill any THIRD PARTY obligations for document transfer to THIRD PARTY. SUBSCRIBER agrees to comply with all THIRD PARTY contractual requirements with respect to the data and agrees that eFileCabinet may honor properly documented THIRD PARTY requests for such data. A request will be considered properly documented when a THIRD PARTY produces a signed contract from SUBSCRIBER allowing THIRD PARTY access to such data. SUBSCRIBER further agrees to hold eFileCabinet harmless and completely indemnify eFileCabinet with respects to SUBSCRIBER and THIRD PARTY disputes when data is released under such circumstances.

(e) Third Party Requirements. SUBSCRIBER agrees that if SUBSCRIBER is an agent of a THIRD PARTY and the THIRD PARTY has set up guidelines associated with the proper use of eFileCabinet Online to comply with industry regulatory requirements (such as, but not limited to i.e., SEC, FINRA or HIPAA Regulations), SUBSCRIBER will follow THIRD PARTY guidelines and will hold eFileCabinet harmless from and completely indemnify eFileCabinet with respect to SUBSCRIBER and THIRD PARTY disputes regarding SUBSCRIBER'S adherence to said guidelines.

(f) Compliance with Agreement and Law Enforcement. Although we have no obligation to monitor your access to or use of the Service, we have the right to do so for the purpose of managing, operating, and optimizing the Service for business optimization, and to ensure your compliance with this Agreement and applicable laws, including any order or requirement of a court, or governmental agency or authority. We reserve the right to disclose, in our sole discretion, any of Your Data as necessary to reduce or prevent what we consider to be, in our sole discretion, a serious or imminent threat to your health, safety, or property, or the health, safety, or property of another. For example, if law enforcement officials legally require access to Your Data, we will remove any eFileCabinet encryption from Your Data and provide it to them, with notice to You (if permitted).

(1) This Section shall not restrict any disclosure pursuant to any law, including any securities law, or pursuant to a subpoena, court or other compulsory process, but in any such case where eFileCabinet is required to make such disclosure of data, eFileCabinet shall, to the extent lawfully permitted to do so, give prompt notice to the Customer of the disclosure requirement or order so that the Customer may seek appropriate protective orders or similar relief.

(g) Access through Third Party Apps. If you choose to access the Service through a third-party application, you should appreciate that such action has security risks that may or may not be disclosed in their privacy policies. For example, third-party applications and interfaces, or insecure

networks, may not encrypt Your Data when you transmit, retrieve or access it, and they might collect information from you, and might use that information in ways objectionable to you. You should be sure you are comfortable with the privacy and security measures of any third-party application, interface or network you use to access the Service.

(h) Use of Your Data for Statistical Purposes. We may extract your usage data stored on eFileCabinet Servers to compile or create general statistical information of our customers and users of the Service, or to optimize the Service or our business. Such general statistical information will not include any personally identifiable information (PII), protected health information (PHI), payment card information (PCI), or any other personal information in violation of any law, regulation or government order or the rights of any person. Except as required by law, we will not use, disclose, reveal, share, or sell any PII, PHI, or PCI in your usage data (including any individual including name, address, telephone number, or email address), nor will we disclose any statistical information specific to only your usage data without your prior written approval.

## 10. Confidentiality.

10.1 Your Confidential Information. eFileCabinet (and its contractors, if any) will keep Your Data confidential and not use it, except as provided in this Agreement. We, will also keep confidential and not use (except in the performance of our obligations under this Agreement), any other information (i.e., information other than Your Data) disclosed by you to us in connection with your use of the Service; provided that such other information when given to us is marked or identified in writing as “Confidential” or “Proprietary.” If you disclose such other information orally to us, and if you want us to keep it confidential, then you must reduce such that information to writing, mark or conspicuously label it as “Confidential” or “Proprietary”, and deliver the writing to us within two weeks of the first oral disclosure of such other information to us. This requirement does not apply to Your Data.

10.2 Confidentiality of eFileCabinet Information. You will keep confidential, and will not use for any purpose other than this Agreement, any of our proprietary information disclosed by us to you about, or that is learned or observed by you from, the technologies, methodologies, equipment, software and processes used by us with the Service. You will ensure that your employees, agents, representatives and contractors, if any, comply with these obligations. Any exceptions to the obligations of this paragraph may only be granted in a writing signed by the President of eFileCabinet. This paragraph will not prohibit you from making general comments regarding your user experiences with eFileCabinet and the Service.

10.3 Exceptions. Neither you nor we will have any obligation under Sections 10.1 or 10.2 above with respect to information that is publicly known at the time of first disclosure to the receiving Party or that is in the receiving Party’s possession prior to first disclosure by the disclosing Party to the receiving Party. If through no fault of the receiving Party, any confidential information of the disclosing Party subsequently becomes publicly known, then the receiving Party will thereafter have no obligation under Section 10.1 or 10.2 with respect to such publicly known information. If any information is lawfully disclosed or licensed by a third party to a receiving Party, then Sections 10.1 and 10.2 will not restrict the receiving Party from making any use or disclosure thereof that is lawfully authorized by the third party. If any disclosure of confidential information is required by law, government regulation, or court order, the receiving Party may make such disclosure, but the receiving Party must first give notice thereof to the disclosing Party and cooperate with the reasonable request of the disclosing Party, at the disclosing Party’s expense, in seeking and obtaining any protective orders or other protections that might be available. This paragraph does not apply to or excuse any infringement of copyrights or patents. Notwithstanding anything to the contrary, we have no obligation or restriction with respect to any Feedback from you (see below).

10.4 Feedback. You are invited to provide feedback to us. As used in this Agreement, “Feedback” means any feedback, recommendations, criticisms, enhancements, improvements, ideas, features, functionality, capabilities, methods, processes, and information relating to the Service, or any of our products or our business. eFileCabinet has the right, but not the obligation, to incorporate any Feedback into any products, software or services and to otherwise use, implement, make, practice, modify, enhance, and commercialize Feedback without any obligation to account to you. This right also applies to our

affiliates, successors and designees.

## 11. Service Support Terms.

11.1 Scope. These Support Terms state the terms on which we provide support services to users of the Service. These Support Terms may be modified at any time in our sole discretion without notice to you. Product Support includes software updates and general technical support for trouble shooting. Product installation, configuration, and training are not included in Product Support but are available and billable according to the current pricing.

11.2 Entitlement to Support Services. You, the end user of the Service, are entitled to user support services, as long as you are current in the payment of all required fees, and in full compliance with this Agreement.

11.3 Conditions of Support. We will make available to you such technical and training information relating to the Service as we makes available to our other customers generally. Our user support services, and means to obtain additional support, are located [here](#). eFileCabinet offers different levels of support. Additional information and a full listing of Support levels and options are located [here](#). As a condition to receiving support services, you agree to exercise your reasonable best efforts to cooperate with and assist us in documenting and understanding any problems and in performing appropriate tests. We are not responsible for problems relating to your computer hardware or software not provided by us, including (but not limited to) any incompatibility of the Service with any other SAAS services. You should appreciate that we cannot guarantee that support services will cause the Service to be error-free or to operate continuously, efficiently, optimally, or without interruption, for you, particularly on your computer and your chosen networks. (If our support services don't solve your concerns then you, or we, may terminate your License to the Service.)

11.4 Remote Access Technical Support. To facilitate installation, training, sign-up, maintenance, troubleshooting activities, or support, you may grant us temporary access to your computers and equipment, including servers, by giving your permission electronically to engage in remote connectivity with your computer and equipment. We may decline to accept such access or to provide remote support. You are responsible for maintaining a complete backup of all of your software and electronic data, and taking appropriate security measures, prior to granting remote access to us. You warrant to us that you have done so by requesting remote support. Unless you specifically notified us otherwise in writing, we may reasonably assume your personnel are duly authorized to grant us remote connectivity access as described in this paragraph. You further agree to hold us harmless from any injury, liability, loss, or damages incurred during such activities.

11.5 Updates. Updates of the Service will be made as and when available generally to users of the Service in your country or jurisdiction. You may or may not be notified that an update to the Service has been or will be made.

## 12. Our Protections, Warranties, and Indemnification of You.

### 12.1 Disclaimers.

(a) General Disclaimers. **WE HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT, OR OTHER MATTER TO THE EXTENT IT IS ATTRIBUTABLE TO ANY:**

**(1) UNAUTHORIZED OR IMPROPER ACCESS TO OR USE OF THE SERVICE, YOUR COMPUTER, OR YOUR DATA WHEN SUCH ACCESS OR USE ORIGINATES OUTSIDE OF EFILECABINET SERVERS, OR THROUGH ANY EQUIPMENT, COMPUTERS, NETWORKS, COMMUNICATION LINKS OR DEVICES, FACILITIES, PEOPLE AFFILIATED WITH YOU OR AUTHORIZED BY YOU TO ACCESS YOUR DATA OR EFILECABINET SERVERS;**

**(2) THIRD PARTY DATA;**

- (3) BREACH OF THIS AGREEMENT BY YOU; OR
- (4) ACT OR OMISSION BY YOU, YOUR AFFILIATES OR YOUR AUTHORIZED USERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, OR CUSTOMERS.
- (5) USE OF ANY THIRD PARTY APPLICATION ASSOCIATED WITH THIS SERVICE.

(b) Disclaimer Regarding What We Warrant. WE MAKE NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICE AND OUR SUPPORT AND OTHER SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "WHERE IS". THERE IS NO WARRANTY THAT THE SERVICE, DOCUMENTATION OR SUPPORT OR OTHER SERVICES AVAILABLE TO YOU ARE ERROR FREE OR THAT THEY WILL BE UNINTERRUPTED BY US OR OTHERS. WE DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY REGARDING ANY HARDWARE, SOFTWARE OR PRODUCT NOT PROVIDED BY US UNDER THIS AGREEMENT.

(c) Disclaimer Regarding Access to Service and Data Loss. WE ARE NOT RESPONSIBLE FOR LOSS OF USE OF THE SERVICE OR ANY WEBSITE, INTERNET ACCESS, HARDWARE OR SOFTWARE, LOSS OF DATA (INCLUDING YOUR DATA) IN TRANSIT TO OR FROM US, COSTS OF RECREATING LOST DATA, COST OF ANY SUBSTITUTE PERFORMANCE, EQUIPMENT, SOFTWARE, OR SYSTEM, OR CLAIMS BY ANYONE OTHER THAN YOU.

(d) Disclaimers Regarding Reliance on Retrieved Data. You acknowledge the Service is a complex operation involving potential data loss in transmitting it to us or back to you over the Internet. Therefore, you are expected to verify the accuracy of Your Data retrieved through the Service. **YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF YOUR DATA RETRIEVED THROUGH THE SERVICE, AND ANY RELIANCE THEREON.**

(e) Disclaimer Regarding Timing of Destruction of Your Data. WE HAVE NO LIABILITY FOR DESTRUCTION OF YOUR DATA AS PROVIDED IN THIS AGREEMENT. WE ALSO HAVE NO LIABILITY FOR ANY DELAY ON OUR PART IN NOT DESTROYING YOUR DATA PROMPTLY WHEN OUR RIGHT AND OBLIGATION TO DESTROY IT ARISES.

## 12.2 Limitations of Liability.

(a) Limitation on Our Damages. FOR ANY BREACH OF THIS AGREEMENT OR OTHER LIABILITY BY EFILECABINET, WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE ANY SERVICE UNDER THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

(b) Our Aggregate Liability. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM - e.g. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) WILL NOT EXCEED A LIMIT EQUAL TO THE PRORATED MONTHLY LICENSE FEE RECEIVED BY US FROM YOU FOR THE MOST RECENT MONTH OF THIS AGREEMENT (AND ANY PREPAID FEES FOR FUTURE MONTHS), OR U.S.\$20.00, WHICH EVER IS GREATER. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

(c) Third Party Websites. The Service or its use may enable or invite links to third party websites or use third party content, data, services, or products. **WE MAKE NO EXPRESS OR IMPLIED WARRANTY CONCERNING—AND HAVE NO LIABILITY FOR—ANY THIRD PARTY WEBSITES OR CONTENT, DATA, SERVICES, OR PRODUCTS, OR THIRD PARTY PRIVACY OR USE POLICIES OR PRACTICES, AND THEY ARE ACCESSED, USED AND RELIED UPON AT YOUR SOLE RISK.**

(d) Time Limit to Bring Your Claims. **YOU MUST BRING ALL YOUR CLAIMS AGAINST US WITHIN THE EARLIEST OF ONE YEAR FROM THE DATE THE CLAIM ARISES, OR THE TERMINATION DATE OF THIS AGREEMENT.**

12.3 Allocation of Risk. **THIS AGREEMENT DEFINES THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND THE FEES ARE SET TO REFLECT THAT, AND ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND US.**

12.4 We Rely on Your Instructions. We may rely on and act on instructions, requests or information provided to us by you or your employees, officers, agents, volunteers, affiliates or contractors that you have informed us in writing have authority to make such requests or provide instructions, and we incur no liability in doing so. You will indemnify us and our officers, directors, employees and representatives against, and hold them harmless from, any and all claims, liabilities, costs and expenses, including without limitation reasonable attorney fees and costs, resulting from our reliance on such instructions, requests or information.

12.5 No Third Party Beneficiaries. Our warranties and obligations under this Agreement run only to you. Under no circumstances shall you or any user of the Service through you, or any of your affiliates, agents, representatives, contractors, clients, customers or other persons, be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under and based only on this Agreement. You have no rights or remedies against eFileCabinet except as specifically permitted by this Agreement. We will not be deemed your official record keeper for regulatory, government or other purposes. Other than Your Data as currently stored, we have no obligation to retain any deleted records or data on your behalf during the term. After termination of this Agreement there is no further storage of Your Data, except as provided in this Agreement.

12.6 Third Party Providers. The disclaimers, limitations, allocation of risk, right to rely, and protections set forth above will be extended through us to third parties who provide us software, data, services, products, or intellectual property for our Service, documentation, services, or other products.

12.7 Our Warranty to You. We warrant to you that if the Service does not comply with its then-current documentation in any material respect and you notify us the non-compliance, we will at our option either correct the Service to render it fully functional to your reasonable satisfaction, perform support services, or refund the purchase price of the License to the Service for the most recent month and any future month(s) you paid for. However, if the documentation is in error or inappropriate, then we may correct the documentation. **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.**

12.8 Your Warranty to Us. You warrant that you will not access or use the Service, or any right under this Agreement, for any unlawful, immoral, or illegitimate purpose, including use or activity prohibited by this Agreement, and you will not disparage eFileCabinet or our Service or products even after termination of this Agreement. If you breach this warranty we may terminate the License immediately upon notice to you and without any further access to Your Data, and we may seek other legal against you remedies, including involving law enforcement officials.

12.9 Our Obligation to Indemnify You. If your licensed use of the Service or the services under this Agreement infringes (or misappropriates) a U.S. patent, copyright, trademark, trade dress, or trade secret of a third party, we will indemnify you as follows:

(a) Our Indemnification Obligation. In any litigation or arbitration by a third party

against you, at our discretion we will defend you against the third party claim, and pay the attorney fees and costs, and any amount we approve in settlement, and any monetary award or judgment, including damages, attorney fees and costs awarded by a court of competent jurisdiction (or valid arbitration tribunal). We may exercise appeal rights. We will not pay for any of your other damages or for any loss of profits or business, including any lost time or opportunity.

(b) Conditions. Our obligations are conditioned on the following: (1) you must promptly give written notice to us of any claim against you alleging infringement; (2) you must allow us at our discretion to control the defense and settlement of the claim including any litigation; and (3) you must reasonably cooperate with us in the defense, settlement, and litigation, including providing necessary information and materials. We have no obligation or liability to you if the infringement or claim relates to: (i) any modification or addition to the Service or its underlying software made by you; (ii) use of the Service with any software, equipment or system not provided by eFileCabinet to you; (iii) use of the Service other than as we intend and permit; (iv) any patent that issues after you register with us for the Service; or (v) the law of any foreign country or jurisdiction. You must mitigate your damages and cooperate with our reasonable requests for such mitigation. If we request, you must promptly cease access to and use of the Service. Our liability is only to you, so we have no obligation or liability to any third party even if they are affiliated with you.

(c) Injunction or Cessation of Use. If you are enjoined from use of the Service and we have an obligation to indemnify you, or if you cease use of all or part of the Service at our request, then at our expense and option we will either: (i) obtain the right for you to continue to use the Service; (ii) modify the Service to eliminate the infringement; or (iii) terminate this Agreement and the License and provide means for at least 14 days for you to obtain Your Data.

### 13. General Provisions.

13.1 Assignment; Successors. Either party may assign this Agreement with notice to the other party at any time to any person who acquires substantially all of the assigning party's business assets who will assume that party's rights and obligations under this Agreement.

13.2 Governing Law and Forum. This Agreement will be governed by the laws of the state of New York without giving effect to conflict or choice of law principles. Any litigation regarding this Agreement must be conducted exclusively in a state or federal court of competent jurisdiction within the Bureau of Manhattan, New York and such court's appellate courts. each party agrees and submits to such exclusive jurisdiction and venue. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from this Agreement and from any transaction relative to this Agreement.

13.3 Force Majeure. Except for obligations to make payment, neither you nor eFileCabinet will be deemed in breach of this Agreement or liable for any failure to perform an obligation where such failure is caused by an Act of God, fire, flood, earthquake, storm, terrorism, war, crime, change in law or regulation, any disruption, outage or malfunction of or interference in communications, network, equipment or software, act of any military, civil or regulatory authority, the Internet, any third party, any disruption or delay in supplies, power, or other utilities, any labor dispute or shortage, or circumstances beyond your, or our, control, as the case may be.

13.4 Waiver. The failure or delay of you or us at any time to enforce performance of this Agreement shall not be construed as a waiver of the right to enforce performance of this Agreement at any subsequent time. Any waiver of a breach or obligation under this Agreement must be in writing.

13.5 Interpretation. Headings in this Agreement are for convenience of reference only and shall not

affect interpretation of this Agreement. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

13.6. English Language. This Agreement is written in and governed by the English language. If there is any conflict between the English language version of the Agreement and any translation of it, this English language version shall control.

13.7 Severability. If any provision of this Agreement is invalid under applicable law, such provision shall be limited, narrowed, or construed as necessary to the extent necessary to make it valid. If necessary, the invalid provision shall be eliminated from this Agreement with the remainder of this Agreement in full force and effect.

13.8 Relationship. You and eFileCabinet are independent contractors. You are not a partner, joint venturer, franchisee, or representative of eFileCabinet. Neither you nor us have authority to make any representation or incur any obligation or liability on behalf of the other party to this Agreement, or to make any representation inconsistent with this paragraph. You understand and agree that eFileCabinet is not a "Financial Institution" under the Gramm-Leach-Bliley Act.

13.9 Our Contractors. We may delegate our obligations to subcontractors but this will not excuse us from responsibility for such obligations.

13.10 Export Laws and Use Outside of the United States. You must comply with all export laws and regulations and government orders applicable to the Service, documentation, or this Agreement. Unless expressly otherwise agreed in writing by eFileCabinet, use by you of the Service is limited to use from and within the United States of America and its territories, and countries not subject to U.S. export controls applicable to the Service.

13.11 Injunctive and other Equitable Relief. A breach of either party's restrictions or obligations may result in irreparable injury to the non-breaching party for which money damages may not adequately compensate. If there is a breach of this Agreement by either you or us, then the injured party shall be entitled, in addition to all other rights and remedies, to seek preliminary and permanent injunctions issued by any court of competent jurisdiction, and an order requiring the breach to be cured. The existence of any claim or cause of action that you have against us, or we have against you, is not a defense to enforcement of this paragraph.

13.12 Entire Agreement. This Agreement represents the entire agreement between you and us relating to its subject matter, supersedes all prior agreements, understandings, representations and warranties; and may only be amended, canceled or rescinded as provided in this Agreement, or by a writing executed by you and us. Terms or conditions of any purchase order or other document submitted by you in connection with this Agreement, the License, or the Service, are not binding on us and are ineffective.

13.13 Notices. Notices to you under this Agreement will be sent by email or to the physical address you provide us when you register for the Service. Official notices from you to us must be provided by email to [legal@efilecabinet.com](mailto:legal@efilecabinet.com), or by appropriate official legal serviced on our head office to the address provided on our website. Any notices required by this Agreement must be in writing.

13.14 The person signing this Agreement represents that is is authorized to enter into this Agreement for itself and the party or entity for whom you it is contracting.

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY 2017/2018 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DR. MARC LERNER FOR PHYSICIAN-BASED SPEECH STANDARDS, OCCUPATIONAL THERAPY, AND PHYSICAL THERAPY PRESCRIPTIONS FOR THE LEA BILLING OPTION PROGRAM, EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018**

Background: Per the LEA Medical Billing Option Program, a physician is required to sign off on all prescriptions. With this authorization, the District can receive significant financial reimbursement for services we provide to our students and helps to fund Special Education. Additional services will include authorization for the protocol order for the use of undesignated Epinephrine Auto-Injectors and limited medical consultations.

Rationale: In previous years, OCDE would contract with Dr. Marc Lerner to obtain medical prescriptions. OCDE is no longer managing the master contract, and districts are required to secure independent contractors on their own. In order to maintain consistency, we would like to continue to work with Dr. Lerner.

Funding: Total cost of contract is not to exceed \$5,000 and is to be paid from Student Support Services Budget (#255).

Recommendation: Approve/Ratify 2017/2018 Independent Contractor Agreement between Fullerton School District and Dr. Marc Lerner for physician-based speech standards, occupational therapy, and physical therapy prescriptions for the LEA billing option program, effective July 1, 2017 through June 30, 2018.

EF:RG:vm  
Attachment

## 2017/2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Dr. Marc Lerner**, a Physician, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required:

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide Physician Based Speech Standards, Occupational Therapy Prescriptions, for the purposes of LEA Billing Option Program, Additional Services will include authorization for the protocol order for use of undesignated Epinephrine Auto-Injectors and limited medical consultation services,** hereinafter referred to as "Services".

Contractor will appoint Dr. Marc Lerner to provide the Services. If Dr. Lerner becomes unavailable to provide the Services, Contractor shall appoint a physician to replace Dr. Lerner subject to the prior written approval of the District.

2. Term. Contractor shall commence providing Services under this Agreement on July 1, 2017, and will diligently perform as required and complete performance by June 30, 2018.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a **fee not of \$150.00 per hour, not to exceed \$5,000 annually.** District shall pay Contractor according to the following terms and conditions: Within thirty (30) days after receipt of Contractor's invoice with approval of a District Representative. Payment shall be due within thirty (30) days of receipt of Contractor's invoice.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it he is not considered an officer, employee, or agent of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employee or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this agreement.

Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all works of authorship and other copyrightable information, including writings, materials, compositions, recordings, teleplays, or vide productions prepared or written (hereinafter referred to as "Content") by Contractor for District, shall be deemed "works for hire" as defined in 17 U.S.C. §§101, and all interested therein shall vest in District Contractor understands and agrees that all Content produced during Contractor's direct performance of the Services under this Agreement is the property of District and cannot be used in whole or in part by Contractor without District's express written permission.
8. Termination. The parties may, at any time, with or without reason, terminate this Agreement by providing thirty (30) days prior written notice. Upon termination of the Agreement, Contractor shall be compensated only for Services satisfactorily rendered to the date of termination. If District terminates Agreement, Contractor will be entitled to payment for all costs incurred to date and any non-cancelable obligations incurred through the termination date. Notice shall be deemed given when received no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Mutual Indemnification. Both parties shall defend, indemnify, and hold the other party, its respective Governing Boards, officers, employees, and agents harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), or claims for injuries or damages arising out of the negligent or intentional acts or omissions of such party, its officers, employees, or agents under this Agreement but only in proportion to and to the extent such liability, loss, expense, or claim is caused by or results from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.
10. Insurance. Each of the parties currently carries and will maintain, with financially sound and reputable insurers, insurance coverage (including errors and omissions, professional liability coverage) with respect to the conduct of its business or services against loss from such risks and in such amounts as is customary for well-insured companies or institutions engaged in similar businesses or services and sufficient to cover the indemnification obligations under this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services equipment and personnel

engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
16. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.
17. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such terms or condition.
18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.
23. Authorized Signatures: The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall continue a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 13<sup>th</sup> day of February 2018.

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR

By:

By:

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Robert Pletka, Ed.D.  
Superintendent

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Dr. Marc Lerner

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Damian Ibarra, Supervisor, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 17/18-B020 THROUGH 17/18-B022 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 17/18-B020 through 17/18-B022 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01**  
**UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$4,200
2000	Classified Salaries	-34,429
3000	Employee Benefits	-11,438
4000	Books and Supplies	-142,914
5000	Services & Other Operating Expenses	189,581
6000	Capital Outlay	-5,000
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA  
Assistant Superintendent of Business  
Orange County Department of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$74,207 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$26,979
8699	All Other Local Revenue	47,228
Total:		\$74,207

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$9,184
2000	Classified Salaries	61,501
3000	Employee Benefits	10,418
4000	Books and Supplies	-4,259
5000	Services & Other Operating Expenses	18,170
6000	Capital Outlay	-22,000
7000	Other Outgo	1,193
Total:		\$74,207

Explanation: This Resolution reflects an increase to revenue and expenditures for donations from various school sites, PTAs, and foundations; an increase to both Title I and Title III Immigrant Education programs; and an increase to the Cotsen Momentum grant. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved: Dean West, CPA  
Assistant Superintendent of Business  
Orange County Department of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$10,250
2000	Classified Salaries	93,700
3000	Employee Benefits	-87,480
4000	Books and Supplies	-20,220
5000	Services & Other Operating Expenses	3,750
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA  
Assistant Superintendent of Business  
Orange County Department of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Scott Schlabsz, Director, Facilities, Maintenance & Operations

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS FOR NICOLAS JUNIOR HIGH SCHOOL**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles. This specific job was to install carpet in classrooms 10 and 12 at Nicolas Junior High School, Progressive Surfacing Project No. 5-6 11467. This project is now complete.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$12,163 from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Nicolas Junior High School.

RC:SS:ys  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 13<sup>th</sup> day of February 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement and Repairs at Nicolas Junior High School, Carpet install in classrooms 10 and 12, Progressive Surfacing Project No. 5-6 11467.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: \_\_\_\_\_  
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of, \_\_\_\_\_, 2018, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Scott Schlabsz, Director, Facilities, Maintenance & Operations

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS FOR NICOLAS JUNIOR HIGH SCHOOL**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles. This specific job was the installation of carpet and geo tile into the administrative offices at Nicolas Junior High School, Progressive Surfacing Project No. 5-6 11472. This project is now complete.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$7,458.25 from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Nicolas Junior High School.

RC:SS:ys  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 13<sup>th</sup> day of February 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement and Repairs at Nicolas Junior High School, Administrative Offices installation of Carpet and Geo Tile, Progressive Surfacing Project No. 5-6 11472.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: \_\_\_\_\_  
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of, \_\_\_\_\_ 2018, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

**PREPARED BY:** Scott Schlabsz, Director, Facilities, Maintenance & Operations

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS FOR PARKS JUNIOR HIGH SCHOOL**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles. This specific job was to supply and install synthetic grass and landscape materials at Parks Junior High School, Progressive Surfacing Project No. 5-6 11487. This project is now complete.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$70,843.57 from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Parks Junior High School.

RC:SS:ys  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1710 Rosecrans Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 13<sup>th</sup> day of February 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement and Repairs at Parks Junior High School, Installation of synthetic grass and landscape materials, Progressive Surfacing Project No. 5-6 11487.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: \_\_\_\_\_  
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of, \_\_\_\_\_, 2018, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

**PREPARED BY:** Helene Morris, Director of Administrative Services

**SUBJECT:** **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR PARTICIPATION IN THE ORANGE COUNTY INTEGRATED FOSTER YOUTH EDUCATION DATABASE (OCIFYED)**

Background: The purpose of this MOU is to facilitate secured electronic data sharing for foster youth under the jurisdiction of the California Juvenile Courts. Currently, academic information regarding foster youth is provided via Foster Focus, a third-party database, as well as through faxing/ mailing of records. The OCIFYED would replace this process and allow for the real-time sharing of student data through an electronic database maintained by OCDE. Foster youth placement information will be uploaded into the Aeries Student Information System on a daily basis providing the District immediate access to information regarding the foster youth. For districts such as FSD that do not have Aeries, a bridge has been built to connect this data. Information is exchanged through an encrypted and secure transfer protocol to OCDE's information technology network and securely stored in the OCIFYED.

Rationale: The sharing of foster youth information will improve the identification, case management, and ability to utilize data to develop programs to support foster youth, improving their academic outcomes. Further, OCDE will be able to utilize the data to enhance the collaboration and coordination of foster youth services between the school districts and the Orange County Social Services Agency. Both Fullerton School District and OCDE will be able to generate academic reports to use to improve program planning and improve the educational outcomes of foster youth consistent with the Local Control Funding Formula. Foster youth are one of the vulnerable populations identified in the Local Control Accountability Plan for concentration and supplemental grants.

Funding: No cost is associated with this MOU.

Recommendation: Approve/Ratify Memorandum of Understanding between Fullerton School District (FSD) and the Orange County Department of Education (OCDE) for participation in the Orange County Integrated Foster Youth Education Database (OCIFYED).

CH:HM:mc  
Attachment

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**Orange County Superintendent of Schools**  
**AND**  
**School Districts in Orange County**  
**FOR PARTICIPATION IN THE**  
**Orange County Integrated Foster Youth Education Database**

**PARTIES**

1. Orange County school districts (“Districts”) as signatories to this Memorandum of Understanding (“MOU”) are public school districts organized and existing under and pursuant to the constitution and laws of the State of California. Districts that are signatories to this MOU are also referred to herein as “participating Districts” or singularly as a “participating District”.
2. The Orange County Superintendent of Schools (the “Superintendent”), operating as the Orange County Department of Education (“OCDE”), is a public education agency organized and existing under and pursuant to the constitution and laws of the State of California and with primary business address at 200 Kalmus Drive, Costa Mesa, California 92626.

**PURPOSE**

3. The purpose of this MOU is to facilitate the data sharing responsibilities of the Superintendent and Districts in Orange County for foster youth under the jurisdiction of the California Juvenile Courts; specifically, to share personally identifiable information (“PII”) for educational case planning purposes via OCDE’s Orange County Integrated Foster Youth Education Database (“OCIFYED”), under the authority of the Uninterrupted Scholars Act (“USA”) (20 U.S.C. § 1232g(b)(1)(L), which amended the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C § 1232g), as well as California Education Code section 49076 and California Welfare and Institutions Code section 16010 to promote educational stability of foster youth through appropriate mechanisms for the sharing of information by OCDE, Districts and child welfare agencies.
4. Pursuant to the Local Control Funding Formula (“LCFF”) as set forth in Education Code sections 42238.02(b)(3)(A) and 42920 et seq., the Superintendent is required to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its LCFF reporting obligations. The intent of this MOU is to further facilitate these processes as well.

**DATA SHARING – DISTRICTS**

5. The Districts agree to share from their electronic student information system PII on foster youth under the jurisdiction of the juvenile courts with OCDE for the purpose of supporting data sharing among all school district in Orange County via OCDE’s OCIFYED.

6. The Districts agree to allow OCDE, on nightly or as needed basis, to automatically extract from their individual electronic student information systems, PII on foster youth to OCDE's OCIFYED through an encrypted and secure transfer protocol to OCDE's Information Technology network to be securely stored in OCIFYED. The PII on foster youth may also be pulled directly from District's individual student information system on an as-needed basis. The PII for the educational passport will consist of the following data elements, which shall include but not be limited to: 1) the names and addresses of the foster child's education providers, 2) grade level performance, 3) school records including current grade level, dates of attendance, home language survey, courses taken, grades/transcript, graduation date, health record including immunizations, supports/interventions, extra-curricular activities, discipline record, individualized education plan (IEP) and/or Section 504 Plan, if any, as authorized by law. Upon receipt of written consent of the parent/guardian of a foster youth, Districts may also include State testing data in accordance with California Education Code sections 60607 and 60641.

7. The Districts agree to allow OCDE to provide to the foster youth's agency caseworker via the OCIFYED, without parental consent, only those data elements listed in Paragraph 6 above, in the format of an educational passport, to a foster youth's agency caseworker authorized to access a foster youth's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the caseworker in preparing court reports.

8. The Districts agree to allow OCDE to access via the OCIFYED, information on foster youth for purposes of the LCFE pursuant to Education Code sections 42238.02(b)(3)(A) and 42920, in order for the Superintendent to fulfill its obligation to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and to report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its reporting obligations under Education Code section 42920.

9. The Districts and OCDE certify that only authorized representatives of the parties will access, on behalf of participating Districts and OCDE, foster youth data maintained in OCDE's OCIFYED.

#### **DATA SHARING – OCDE**

10. OCDE agrees to allow Districts access to foster youth data placement information provided by the Orange County Social Services Agency and Probation Department (hereinafter referred to as Child Welfare Agencies ("CWA")) on a daily basis to OCDE via the OCIFYED as authorized by the Orange County Juvenile Court and maintained by OCDE in the OCIFYED.

11. OCDE agrees to use the data shared under this MOU for no purpose other than the work stated in this MOU and authorized under Section 99.31 (a) (1) (i) (B) of Title 34 of the Code of Federal Regulations, and to not allow any individual agency caseworker or child welfare agency to directly access any foster youth data maintained in the OCDE's OCIFYED.

12. OCDE understands and agrees that school district data uploaded to OCDE's OCIFYED is the property of the individual school districts and OCDE is prohibited from editing the data in order to maintain data integrity, unless specifically authorized by statute. In addition to OCDE's OCIFYED receiving information from the Districts as set forth in Section 6, OCDE's OCIFYED will similarly receive foster youth data from CWA pursuant to a court order from the Orange County Juvenile Court. Through OCIFYED, OCDE can electronically notify Districts about updated information received from CWA regarding foster youth enrolled in the Districts. Participating Districts will have the option to accept or reject that updated information through its own electronic student information system.

## **CONFIDENTIALITY**

13. OCDE and Districts will maintain the confidentiality of any and all personally identifiable information exchanged by each as part of this MOU. The confidentiality requirements under this paragraph shall survive termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this MOU, OCDE and Districts shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all PII is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- b. All designated staff involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all student related PII.
- c. Assurances that OCDE and Districts shall comply with the access log requirements of Education Code section 49064.
- d. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- e. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain integrity of the system used to secure computer databases used to process, store, or transmit data provided under this MOU.
- f. Procedures and systems that ensure that all confidential student data processed, stored and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- g. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency owning the data, or as authorized by statute.

- h. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.
- i. Upon position transfer and/or personnel termination, access will be removed by OCDE upon written notification from Districts in a timely manner.
- j. OCDE and its third party vendors will ensure compliance with FERPA and mandatory posting of student privacy and pupil records policies for State of California Assembly Bill 1584. The procedures and systems developed and implemented to process, store, or transmit data provided shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable. FERPA is a federal law that protects the privacy of student education records. The law applies to all local educational agencies that receive funds under an applicable program of the U.S. Department of Education.
- k. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. (California Civil Code § 17908.29(a).)

## **OWNERSHIP AND MAINTENANCE OF OCIFYED**

14. It is the understanding of Districts that OCDE has a license to use the OCIFYED software that constitutes the OCIFYED system. OCDE will maintain the OCIFYED utilizing data downloaded from the Orange County CWA and participating Orange County Districts. The Districts acknowledge and agree that OCDE may, at some time in the future, secure agreements with other county child welfare agencies in California (e.g., Los Angeles, Riverside, San Bernardino, San Diego) to download data for foster youth who are attending schools within the Districts into the OCIFYED. The OCIFYED will display education information for foster youth under the jurisdiction of the juvenile courts. The OCDE OCIFYED will ensure that participating Districts have access to this information in order to identify foster youth they are currently serving. OCDE will then provide an educational passport to the foster youth's agency caseworker authorized to access a student's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the agency caseworker in case management.

## **IMPLEMENTATION**

15. Training will be provided to all stakeholders on implementation of the MOU by their respective agency. Stakeholders having difficulties with implementation may contact the OCDE Foster Youth Services at (714) 835-4909, who will facilitate communication so that solutions can be explored for incorporation into updates.

## **INTERNAL METHODS AND MONITORING**

16. The Districts and OCDE certify that they have internal policies and procedures regarding access to and confidentiality of pupil records in order to implement this MOU to the maximum extent possible and monitor self-compliance, including compliance with all relevant laws.

## **CONFLICT OF INTEREST**

17. Superintendent represents Superintendent has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU, or employed by Superintendent. Should a conflict of interest issue arise, Superintendent agrees to fully cooperate in any inquiry and to provide the Districts with all documents or other information reasonably necessary to enable the Districts to determine whether or not a conflict of interest existed or exists.

## **INDEMINIFICATION**

18. OCDE and Districts agree to defend, indemnify, save, and hold harmless each other, their Governing Board Members, officers, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage, causes of action and expense s(including reasonable attorneys' fees and costs actually incurred), asserted by a non-party to this MOU, for or in connection with injury, damage or loss to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to the MOU. This provision shall only apply to disputes between parties to this MOU and third parties, and shall not apply to disputes involving only parties to this MOU. This provision shall not be limited to the availability or collectability of insurance coverage.

## **ENTIRE AGREEMENT**

19. This MOU states the entire agreement between OCDE and Districts with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

## **SEVERABILITY**

20. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

## **WAIVER**

21. Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under the MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

## **MODIFICATION AND AMENDMENTS**

22. This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. Superintendent and Districts further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provision of this MOU. However, if new laws, policies, or regulations applicable to the Superintendent or Districts are implemented which materially affect the intent of the provision of this MOU, the authorized representative of the signatories to this MOU shall meet within a reasonable period of time (e.g. 20 business days) from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

## **TERM OF THIS MOU**

23. This MOU will be effective when signed by each participating District and shall remain in effect until June 30, 2022. Each participating District is required to seek approval of this MOU by its Governing Board. This MOU is automatically renewable for five (5) years at the end of each five year term, unless the parties agree otherwise in writing. At any time, this MOU may be modified by mutual written consent of the participants as specified above or may be terminated by either participant upon thirty (30) days advance written notice to the other.

## **EFFECT OF TERMINATION**

24. Upon termination, expiration or other conclusion of the MOU for any reason, OCDE shall return or, at the option of each District, provide for the destruction of all student information including confidential data received from the Districts, or created and received by OCDE on behalf of the Districts in connection with the MOU, that OCDE and its agents still maintain in any form, and shall retain no copies (other than system backups) of such student information including confidential data, except as required by law and to audit grant funds used to create the OCIFYED system. Not more than ten (10) calendar days after the termination of this MOU, OCDE shall both complete such return or destruction and certify in writing to the Districts that such return or destruction has been completed.

## **RETURN OR DESTRUCTION NOT FEASIBLE**

25. If OCDE reports to the District(s) that return or destruction of the District(s) student information including confidential data maintained by OCDE in the OCIFYED is not feasible, OCDE must provide the District(s) with a written statement of the reason that return or destruction by OCDE or its agents is not feasible. If the District(s) determines that return or

destruction is not feasible, this MOU shall remain in full force and effect and sections 13, 14, 16 and 18, shall be applicable to any and all of the District(s) student information including confidential data held by OCDE or its agents in the OCIFYED.

**NOTICES**

26. All notices to be given under this MOU shall be in writing addressed to the Superintendent and/or the superintendent of the participating District and given to the either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office.

**EXECUTION**

27. This MOU may be signed and delivered in counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until such party has signed it.

28. The individuals signing this MOU warrant and represent that they are authorized to do so on behalf of their respective entity. This MOU is contingent upon approval by the participating District's Governing Board.

APPROVED AND ACCEPTED FOR  
**Orange County Superintendent of Schools**

Name: Patricia McCaughey

Title: Administrator, Business Operations

Signed: 

Date: December 20, 2017

APPROVED AND ACCEPTED FOR  
**School Districts**

**Anaheim Elementary School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Anaheim Union High School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Brea Olinda Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Buena Park School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Capistrano Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Centralia School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Cypress School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Fountain Valley School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Fullerton Joint Union High School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Fullerton School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Garden Grove Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Huntington Beach City School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Huntington Beach Union High School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Irvine Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**La Habra City School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Laguna Beach Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Los Alamitos Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lowell Joint School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Magnolia School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Newport-Mesa Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ocean View School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Orange Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Placentia-Yorba Linda Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Saddleback Valley Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Santa Ana Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Savanna School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Tustin Unified School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Westminster School District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Plekta, Ed.D., District Superintendent

**FROM:** Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF), FOR PARENT TRAINING FOR THE 2017/2018 SCHOOL YEAR FOR COMMONWEALTH, MAPLE, NICOLAS JUNIOR HIGH, ORANGETHORPE, PACIFIC DRIVE, RICHMAN, VALENCIA PARK, AND WOODCREST ELEMENTARY SCHOOL**

Background: Parent Education Bridge for Student Achievement Foundation (PEBSAF) will be providing trainers and curriculum for parents per the 8 schools enrolled in the program to complete a 1 or 2 times a week course centered on parent proficiency using technology. Each course will be composed of 10 workshop sessions.

Rationale: Computer literacy is essential for our parent community to assist, guide, and protect their children when using technology in their daily lives.

Funding: Total cost is not to exceed \$39,900 and is to be paid from schools enrolled, Title I Fund.

Recommendation: Approve Independent Contract Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) for parent training for the 2017/2018 school year for Commonwealth, Maple, Nicolas Junior High, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Elementary School.

JM:kv  
Attachment



# Parent Education Bridge for Student Achievement Foundation

P.O. Box 5171, Whittier, CA 90605

Email: [ParentEducation@PEBSAF.ORG](mailto:ParentEducation@PEBSAF.ORG) [www.PEBSAF.ORG](http://www.PEBSAF.ORG)

IRS Tax Identification Number: 300603052

*Helping Families Have A Brighter Future  
By Empowering Parents with Quality Education and Community Resources*

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## **SERVICE AGREEMENT      1/25/2018**

This agreement is entered between Parent Education Bridge for Student Achievement Foundation, also known as PEBSAF, and The Fullerton School District located at 1401 W. Valencia, Fullerton, 92833.

### **Description of services to be rendered:**

**Services to be performed by PEBSAF:** Presentation of ten "Computer Skills for Parents" courses. Each course will be composed of 10 workshop sessions.

**Location:** The workshop sessions will be presented at different school sites as determined by the Fullerton School District. The district/school will provide a classroom equipped with a projector, Internet access, printing capabilities, and a computer for each parent in attendance.

**Duration of each workshop session:** Approximately 1.5 to 2.0 hours.

**Scheduled Completion Date:** The ten "Computer Skills for Parents" courses will be completed during the Spring 2018 semester. PEBSAF will work with each school site to determine the best date and time for the workshop sessions based on resource availability.

**Language:** Spanish. Each school site will provide translation services, if necessary.

**Total Fee-for-service:** \$ 39,900.<sup>00</sup>



# Parent Education Bridge for Student Achievement Foundation

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## Special Requirements:

- *PEBSAF will provide outreach services to contact the parents and invite them to the workshops. The Fullerton School District will provide, at least two weeks prior to the actual course start date, the parent contact name and phone number to PEBSAF for outreach purposes.*
- *PEBSAF will provide a sample flyer for the school to distribute to all the parents. School will be responsible for printing and distributing the flyers.*
- *Billing will take place upon the completion of each parent workshop. Payment of completed workshop sessions will take place within 30 days from the completion of the workshops.*
- *The schools will provide copies of the instructional material provided by instructor for parents.*
- *The Fullerton School District will provide a Purchase Order or School District Board approval in writing prior to the first workshop presentation.*



# Parent Education Bridge for Student Achievement Foundation

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## Course Curriculum:

<b>Computer Skills for Parents</b>	
1.	Introduction to Computers, the Internet and Google Applications
2.	Internet – Practical usage: Email, Search Engines
3.	Introduction to the California Dashboard and school website Financial Aid Options: FAFSA, Scholarships, Grants
4.	Introduction to Google Docs
5.	Google Docs – Practical usage: Writing a letter, printing
6.	Google Sheets – Practical usage: Creating a family budget or college budget
7.	Google Slides – Practical usage: Creating a presentation
8.	Class project: Helping your child explore/choose a career
9.	Presentation of class project by each of the parents
10.	Course review, graduation and computer raffle PEBSAF will raffle one quality refurbished computer during the graduation at each school site.

**Note:** School may substitute one or more workshop sessions from the above recommended list with one from our 2018 Parent Education Master List.

## Service Requested by:

Mr. Jay McPhail, Assistant Superintendent of Innovation & Instructional Support  
Fullerton School District  
Email: [jmcphail@myfsd.org](mailto:jmcphail@myfsd.org) Office: 714-447-7478

Authorized District Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Parent Education Bridge for Student Achievement Foundation (PEBSAF)** hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **presentation of Ten (10) "Computer Skills for Parent" courses. Workshop sessions for 8 of the schools enrolled (Commowearth, Maple, Nicolas Junior High, Orangethorpe, Pacific Drive, Richman, Valencia Park and Woodcrest). Each session will be for an 1.5 to 2.0 hours. Refer to Exhibit "A".**
2. Term. Contractor shall commence providing Services under this Agreement on **February 14, 2018**, and will diligently perform as required and complete performance by **June 30, 2018**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-Nine Thousand Nine hundred Dollars (\$39,900)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing

provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000

- (4) General Aggregate (Not Applicable to the Comprehensive Form) \$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

- 11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833

Contractor:  
**Parent Education Bridge for Student  
Achievement Foundation  
Address on File**

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 14 day of February, 2018.

FULLERTON SCHOOL DISTRICT

**Parent Education Bridge for Student  
Achievement Foundation**  
**(Contractor Name)**

By: \_\_\_\_\_  
**(Signature)**

By: \_\_\_\_\_  
**(Signature)**

**Robert Pletka, Ed.D.**  
**Superintendent**

**Jenn M. Astorga**  
**Executive Director**

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

**PREPARED BY:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** **APPROVE CONTRACT AMENDMENT WITH SPECTRUM CABLE TO PROVIDE A 20GBPS FIBER OPTIC CIRCUIT FROM THE FULLERTON SCHOOL DISTRICT OFFICE TO THE ORANGE COUNTY DEPARTMENT OF EDUCATION EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2020**

Background: Fullerton School District (FSD) currently contracts with Spectrum Cable for connectivity between the District Office and the Orange County Department of Education. The current connection is 10Gbps and is shared by all staff and students in order to access the Internet. With the ever-increasing use of technology in the classrooms and more content being offered online this connection will become a bottleneck in the future.

Rationale: District Office needs to maintain quality Internet connectivity for District-wide use. This will also support teaching and learning with high-speed access to utilize educational content, with laptops, desktop computers and mobile devices. The District has adopted the Google infrastructure and student created content is almost exclusively online. Currently, the District subscribes to Classlink single sign on, PowerSchool Learning Management System, ConnectEd, and Thrively. A slow Internet connection will limit access to these resources.

Funding: The estimated monthly cost before E-Rate and California Teleconnect Fund (CTF) discounts is, \$3,600.00 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Contract amendment with Spectrum Cable to provide a 20Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective July 1, 2018 through June 30, 2020.

JM:SR:kv  
Attachment



### Customer Service Order

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Daniel Ogara  
 Phone: ext:  
 Cell Phone: +1 5624194325  
 Fax:  
 Email: daniel.ogara@charter.com

**Order # 9907661**

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	Fullerton School District	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****1405		
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
1401 W VALENCIA DR FULLERTON CA 92833		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Sam Ricchio	(714) 447-7478	sam_ricchio@fsd.k12.ca.us
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Robert Pletka	(714) 447-7470	bob_pletka@fsd.k12.ca.us
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>



<b>Current Services and Monthly charges At 1401 W Valencia Dr Unit P2P, Fullerton CA 92833</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
Ctf Dis	1	(\$990.00)	(\$990.00)
Erate Dis	1	\$0.00	\$0.00
Comml Accnt	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
DED INTERNET ACCESS 1G	1	\$0.00	\$0.00
DED INTERNET ACCESS 3 YR	1	\$0.00	\$0.00
<b>*Total</b>			<b>-\$990.00</b>

\*Prices do not include taxes and fees.

<b>Current Services and Monthly charges At 200 Kalmus Dr Unit PTP, Costa Mesa CA 92626</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
Bc Plat VIP	1	\$0.00	\$0.00
Comml Accnt	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>

\*Prices do not include taxes and fees.

<b>New and Revised Services and Monthly Charges At 200 Kalmus Dr Unit PTP, Costa Mesa CA 92626</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
EPL Intrastate Custom Bandwidth	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$0.00</b>	

\*Prices do not include taxes and fees.

<b>New and Revised Services and Monthly Charges At 1401 W Valencia Dr Unit P2P, Fullerton CA 92833</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
EPL Intrastate Custom Bandwidth	1	\$3,600.00	\$3,600.00	36 Months
Ethernet EPL HUB	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$3,600.00</b>	

\*Prices do not include taxes and fees.

**Special Terms**

**E-RATE FUNDING CONTINGENCY.** Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer’s obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer’s requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

**NON-APPROPRIATION.** Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a “Non-Appropriation”), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum’s sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Spectrum will make commercially reasonable efforts to allow Customer to upgrade Service(s) at one or more of the above Service Locations, based on the pricing and bandwidth options provided in Table 1 below, without extending the Contract Term, upon 30 days written request to Spectrum. Customer understands that such upgrade(s) may require additional Monthly Recurring Charges and/or Non-Recurring Charges that will be determined, and presented to Customer, at the time of the upgrade request. Should Customer downgrade the Service(s) at any of the Service Locations in this Order below the originally contracted rate, Customer will be subject to Early Termination Fees (ETFs), as described in the Commercial Terms of Service

Table 1 to Order.

<b>Bandwidth</b>	<b>Configuration</b>	<b>Monthly Recurring Charge (per Service Location)</b>
<b>10 Gbps</b>	EPL	\$2,500.00

Special Terms		
20 Gbps	EPL	\$3,600.00
30 Gbps	EPL	\$4,500.00
40 Gbps	EPL	\$6,000.00

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

**Authorized Signature for Customer**

**Printed Name and Title**

**Date Signed**

CONSENT ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

**PREPARED BY:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GOLDEN STAR TECHNOLOGY, INC BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019 FOR THE PURCHASE OF NETWORK SWITCHES**

Background: Fullerton School District (FSD) wants to purchase network switches with E-Rate matching funds for all elementary school sites. The current network switches are 12 years old and are starting to fail. Through a competitive bidding process, FSD has determined that Golden Star Technology (GST) is the most competitive bidder with regards to price.

Rationale: The equipment is crucial to better provide educational content to student devices. The new switches will be more reliable and will better support newer network attached devices.

Funding: The total cost for this agreement beginning July 1, 2018 and ending June 30, 2019 is \$ **353,342.84** and 60% of the cost will be covered by eRate funding. The District will only be billed for the non-funded portion. The contract is completely dependent on eRate funding approval and the districts ability to pay at the time of purchase. If the District is denied eRate funding or the District lacks matching funds at the time of purchase, the contract is null and void and nothing will be owed by the Fullerton School District. The balance of the non-funded portion will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Agreement between Fullerton School District and Golden Star Technology, Inc. beginning July 1, 2018 through June 30, 2019 for the purchase of network switches.

JM:SR:kv  
Attachment

February 13, 2018

**Golden Star Technology**  
102043 166<sup>th</sup> Street  
Cerritos, CA 90703  
ATTN: Yen Ma  
SPIN: 143019999  
CMAS: 3-10-70-1975E

Dear: Ms. Ma

This letter will confirm our decision to purchase Aerohive Network Switching as described in your bid dated December 4, 2017 to the Fullerton School District in the amount of **\$353,342.84** from your company during the next E-rate funding year (07/01/2018 to 06/30/2019) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s), will be dependent upon the following conditions:

1. Final budget approval of project by the Fullerton School District executive cabinet.
2. The current fiscal condition and the ability of the Fullerton School District to have matching funding at the time E-rate funding is procured.
3. Agreement confirmation on the February 13<sup>th</sup> regular school board meeting.
4. Award of associated E-rate funding.
5. The Fullerton School District will only be billed for the non discounted portion of the equipment and installation.

To accept these terms and conditions, please sign below and return by fax to **714-447-2819**.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with Golden Star Technology on this project.

Sincerely,

Fullerton School District  
1401 Valencia Drive  
Fullerton, CA 92833

Robert Pletka  
Title: Superintendent

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Golden Star Technology**  
102043 166<sup>th</sup> Street  
Cerritos, CA 90703

Print Name: Yen Ma-Chan  
Title: Senior Business Executive

  
\_\_\_\_\_  
Name

2/1/18  
\_\_\_\_\_  
Date

DISCUSSION/ACTION ITEM

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE NEW BOARD POLICIES

Background: The following revised board policy was presented to the Board of Trustees for the first reading at the January 16, 2018 Board Meeting:

New:  
Personnel  
BP 4033 – Lactation Accommodation  
BP 4112.21 – Interns  
BP 4112.41 – Employee Drug Testing  
BP 4112.42 – Drug & Alcohol Testing for School Bus Drivers

No further input was received and no changes are necessary.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new Board Policies.

CH:nm  
Attachments

**Fullerton School District  
Board Policy  
Lactation Accommodation**

**BP 4033**

**Personnel  
Board Adopted:**

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee who chooses to express breast milk for her infant child while at work.

The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations may be denied only in limited circumstances in accordance with law.

Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12940 Discriminatory employment practices

12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1033 Lactation accommodation

CODE OF REGULATIONS, TITLE 2

11035-11049 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

FAIR EMPLOYMENT AND HOUSING COMMISSION DECISIONS

Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Minimum Requirements of the California Lactation Accommodation Law

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Fact Sheet #3: Break Time for Nursing Mothers under the FLSA, rev. December 2010

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse>

California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions

07/11

# **Fullerton School District**

## **Board Policy**

### **Interns**

**BP 4112.21**

#### **Personnel**

#### **Board Adopted:**

The District may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet State credentialing requirements. In addition, the District may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

The District may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a District intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification.

The Superintendent or designee shall ensure that any intern employed by the District possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential.

Terms of employment for interns shall be consistent with law and the District's collective bargaining agreement, as applicable.

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that District staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the District's collective bargaining agreement.

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Board of Trustees may recommend to the CTC that the intern be awarded a preliminary credential.

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children  
44225 Credentials, responsibilities of Commission on Teacher Credentialing  
44225.7 Priority for hiring fully prepared teacher  
44253.3-44253.4 Certificate to provide services to English learners  
44253.10 Qualifications to provide specially designed academic instruction in English  
44259 Minimum requirements for teaching credential  
44314 Diversified or liberal arts program  
44321 CTC approval of intern programs  
44325-44328 District interns  
44339-44341 Teacher fitness  
44450-44468 Teacher Education Internship Act of 1967 (university interns)  
44830.3 Employing district interns  
44885.5 District interns classified as probationary employees

CODE OF REGULATIONS, TITLE 5

80021.1 Provisional internship permit  
80033 Intern teaching credential  
80055 Intern credential, extension for extenuating circumstances

COURT DECISIONS

Renee v. Duncan, 686 F.3d 1002 (2012)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-840 Early Completion Option  
SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014  
Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013  
Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013  
California Standards for the Teaching Profession, October 2009  
Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013  
Administrator's Assignment Manual, 2008  
Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

CSBA: <http://www.csba.org>  
Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>  
U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(11/08 8/14) 5/16

# Fullerton School District

## Board Policy

### Employee Drug Testing

**BP 4112.41, 4212.41, 4312.41**

#### Personnel

#### Board Adopted:

The Board of Trustees maintains a drug- and alcohol-free workplace. In accordance with law, all employees shall render service without using, possessing, being impaired by, or being under the influence of alcohol or drugs.

#### Pre-Employment Drug/Alcohol Testing for Safety-Sensitive Positions

Because students and staff have the right to a safe and secure campus where they are free from physical and psychological harm, the Board authorizes the testing of prospective employees in safety-sensitive positions for drug and alcohol use. The following positions are safety-sensitive due to the operation of a District-owned vehicle and are subject to the District's program:

- Computer Technician I & II
- Computer Repair Coordinator
- Transporter
- Transporter/Custodian
- Stock Clerk/Transporter
- Bus Driver/Trainer
- Delegated Behind the Wheel Trainer
- Electrician
- Electronic Repair Technician I & II
- Facilities Maintenance Inspector
- Food Services Assistant III
- Food Services Specialist
- Food Production Coordinator Assistant
- Food Production Coordinator
- Gardener
- Grounds Equipment Operator
- Grounds Maintenance Operator
- Glazier/Painter
- HVAC Technician
- Lead Custodian
- Lead Gardener
- Locksmith
- Maintenance Planner/Coordinator
- Maintenance Worker I & II
- Mechanic I & II
- Painter
- Plumber
- Programming Support Specialist
- Sprinkler Repairer
- System Administrator
- Technical Support Specialist IV
- Vehicle Maintenance Coordinator
- Warehouse Coordinator/District Services
- Warehouse Coordinator/Food Services

The following positions are safety-sensitive due to the supervisor of positions that operate District-owned vehicle and are subject to the District's program:

- Supervisor, Nutrition Services
- Director, Nutrition Services
- Assistant Director of Transportation Services
- Director of Facilities, Maintenance and Operations
- Assistant Director of Maintenance and Operations
- Director of Purchasing, Warehouse and Transportation
- Instructional Technology Support Supervisor

Once a conditional offer of employment has been made, prospective employees in these identified positions shall undergo a pre-employment drug and alcohol screening for any substance which could impair their ability to safely and effectively perform their job functions. This screening shall be part of the employee's pre-employment physical examination.

Final selection of a job applicant for a position shall not be made until the applicant has successfully completed the screening.

All testing and medical examinations shall be conducted in accordance with State and federal law, Board policy, and administrative regulation.

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense  
44455 Conviction for controlled substance offenses as grounds for revocation of credential  
44836 Employment of certificated persons convicted of controlled substance offenses  
44940 Compulsory leave of absence for certificated persons  
44940.5 Procedures when employees are placed on compulsory leave of absence  
45123 Employment after conviction for controlled substance offense  
45304 Compulsory leave of absence for classified persons  
44839 Medical certificate; periodic medical examination  
45122 Physical examinations

GOVERNMENT CODE

8350-8357 Drug-free workplace  
12940 Unlawful employment practices

CODE OF REGULATIONS, TITLE 5

5504 Medical certification procedures

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

COURT DECISIONS

Lanier v. City of Woodburn, (2008, 9th Circuit) 518 F.3d 1147

Knox County Education Association v. Knox County Board of Education, (1998, 6th Circuit) 158 F.3d 361

Loder v. City of Glendale, (1997) 14 Cal. 4th 846

Vernonia School District 47J v. Acton, (1995) 115 S.Ct. 2386

International Brotherhood of Teamsters v. Department of Transportation, (1991) 932 F.2d 1292

Skinner v. Railway Labor Executives' Assn, (1989) 489 U.S. 602

National Treasury Employees Union v. Von Raab, (1989) 489 U.S. 456

CSBA Revisions

(10/93 6/97) 7/08

# **Fullerton School District**

## **Board Policy**

### **Drug & Alcohol Testing for School Bus Drivers**

**BP 4112.42**

#### **Personnel**

##### **Board Adopted:**

The Board of Trustees desires to ensure that District-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time.

The District's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent.

#### Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the District has obtained a waiver.

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV.

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV.

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.

#### Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the District's voluntary self-identification program, the Superintendent or designee shall ensure all of the following:

1. No adverse action shall be taken against the driver by the District.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
  - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines.

#### Legal Reference:

##### EDUCATION CODE

35160 Authority of governing boards

##### GOVERNMENT CODE

8355 Drug-free workplace; employee notification

##### VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

##### CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

##### UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49  
31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21  
1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49  
40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs  
382.101-382.605 Drug and alcohol use and testing; especially:  
382.205 On-duty use  
382.207 Pre-duty use  
382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS  
Controlled Substances and Alcohol Testing Compliance Checklist, 2007  
What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>  
Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>  
U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:  
<http://www.dot.gov/ost/dapc>

CSBA Revisions  
(2/96 3/06) 8/13

DISCUSSION/ACTION ITEM

**DATE:** February 13, 2018

**TO:** Robert Pletka, Ed.D., Superintendent

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Rossana Fonseca, Coordinator, Educational Services

**SUBJECT:** **RECOMMEND AND APPROVE EXPANSION OF THE FULLERTON SCHOOL DISTRICT DUAL LANGUAGE ACADEMY**

Background: The Fullerton School District will be expanding the Spanish Dual Language Academy to Pacific Drive beginning in the 2018/2019 school year with two additional kindergarten classrooms. Dual Immersion programs are the fastest growing and most effective type of foreign language program in the United States. The goals for Dual Immersion are for students to become proficient in the second language, develop cultural awareness, and reach high levels of academic achievement.

Rationale: Educational Services staff and Dual Immersion Task Force members met to review program information such as location, teacher requirements, instructional model, and parent and community outreach. The Dual Immersion Task Force considered all information and recommends expanding the program to Pacific Drive School.

Funding: Approximately \$400,000 is to be paid from the District General Fund.

Recommendation: Recommend and approve expansion of the Fullerton School District Dual Language Academy.

DISCUSSION/ACTION ITEM

**DATE:** February 13, 2018  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** APPROVE DONOR RECOGNITIONS ON DISTRICT FACILITIES AT ACACIA, BEECHWOOD, LAGUNA ROAD, AND ROBERT C. FISLER SCHOOLS FOR THE 2018/2019 SCHOOL YEAR

Background: The Board of Trustees at the November 14, 2017, Board Meeting approved the following protocol for use of District property to name sponsors: Any new permanent recognition of parent donors posted on District facilities will first be brought to the Board for final approval.

Rationale: The Board approves the use of District property to name sponsors.

Funding: Not applicable.

Recommendation: Approve donor recognitions on District facilities at Acacia, Beechwood, Laguna Road, and Robert C. Fisler Schools for the 2018/2019 school year.

RP:cs  
Attachment

**Donor Recognitions on District Facilities  
2018/2019**

**Laguna Road School**

Item	When	Description
Donor Plaque	August-September	Families who donate \$500 or more to the school during the annual campaign are given a plaque with their last name displayed on a Donor Wall at the back of our MPR
Parking Spaces	Auctioned in Spring for the following school year  Online auction opens March 15th. Winners are announced at the Carnival on April 13th.	The foundation auctions off 3 parking spaces, each are designated with a pole that is planted in the grass that has a removable sign with the family's last name on it.
STEM Founding Sponsors	One time auctioned	The families who donated \$1000 or more to the STEM lab and STEM program are given a small plaque with their last name in the STEM Lab.

**Robert C. Fisler School**

Item	When	Description
1 Parking Space	August-September	PTSA auctions off 1 parking space during the Spirit Rally at the beginning of each school year. The space is designated with a pole that is cemented in the parking lot. The pole has a removable sign with the donor's last name on it.
Marquee	August-September	PTSA auctions off 5 spaces on the marquee during the Spirit Rally at the beginning of each school year. The marquee space displays student names (birthdays) from donations made from parents.

## Acacia School

Item	When	Description
1 Parking Space	August-September	PTSA auctions off 1 parking space during the Spirit Rally at the beginning of each school year. The space is designated with a pole that is cemented in the parking lot. The pole has a removable sign with the donor's last name on it.
Marquee	August-September	PTSA auctions off 5 spaces on the marquee during the Spirit Rally at the beginning of each school year. The marquee space displays student names (birthdays) from donations made from parents.

## Beechwood School

Item	When	Description
3 Parking Spaces	August-September	Beechwood Foundation auctions off 3 parking spaces during their Foundation Gala. The space is designated with a pole that is cemented in the parking lot. The pole has a removable sign with the donor's last name on it.

ADMINISTRATIVE REPORT

**DATE:** February 13, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** FIRST READING OF NEW BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new board policy needs to be added:

New:  
Personnel  
BP 4118 – Dismissal/Suspension/Disciplinary Action  
BP 4119.22, 4219.22, 4319.22 – Dressing and Grooming  
BP 4121 – Temporary/Substitute Personnel

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these new policies at the March 6, 2018 Board of Trustees Meeting.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachments

# Fullerton School District

## Board Policy

### Dismissal/Suspension/Disciplinary Action

BP 4118

#### Personnel

#### Board Adopted:

The Board of Trustees expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

#### Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever he/she believes that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person.

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of its intention to suspend or dismiss him/her at the expiration of 30 days from the date the notice is served.

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year.

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice.

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed, and may be served personally or by registered mail to the employee's last known address.

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter.

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from his/her duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing.

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944.

#### Legal Reference:

##### EDUCATION CODE

44008 Effect of termination of probation  
44009 Conviction of specified crimes  
44010 Sex offense; definitions  
44011 Controlled substance offense; definitions  
44242.5 Reports and review of alleged misconduct  
44425 Conviction of a sex or narcotic offense  
44660-44665 Evaluation and assessment of performance of certificated employees  
44830.1 Criminal record summary certificated employees  
44929.21 Notice of reelection decision; districts with 250 ADA or more  
44929.23 Reelection and dismissal of probationary employees; districts with ADA less than 250  
44930-44988 Resignations, dismissal, and leave of absence  
45055 Drawing of warrants for teachers  
48907 Exercise of free speech, expression  
48950 Speech and other communication  
51530 Advocacy or teaching of communism

##### GOVERNMENT CODE

1028 Advocacy of communism  
3543.2 Scope of representation  
11505-11506 Hearing

## HEALTH AND SAFETY CODE

11054 Schedule I; substances included  
11055 Schedule II, substances included  
11056 Schedule III, substances included  
11357-11361 Marijuana  
11363 Peyote  
11364 Opium  
11370.1 Possession of controlled substances with a firearm

## PENAL CODE

187 Murder  
291 School employees arrest for sex offense  
667.5 Prior prison terms, enhancement of prison terms  
1192.7 Plea bargaining limitation  
11165.2-11165.6 Child abuse or neglect; definitions

## CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status  
80304 Notice of sexual misconduct

## COURT DECISIONS

Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334  
Morrison v. State Board of Education (1969) 1 Cal.3d 214

## Management Resources:

### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

### WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

### CSBA Revisions

(7/00 11/08) 12/14

**Fullerton School District**  
**Board Policy**  
**Dress and Grooming**

**BP 4119.22, 4219.22, 4319.22**

**Personnel**  
**Board Adopted:**

The Board of Trustees believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.ca.gov>

CSBA Revisions

(9/91) 7/04

# **Fullerton School District**

## **Board Policy**

### **Temporary/Substitute Personnel**

**BP 4121**

#### **Personnel**

##### **Board Adopted:**

The Board of Trustees recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

#### Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee.

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment.

#### Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such.

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service.

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees.

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district
4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification
5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms.

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

#### Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district.

OPTION 1: Temporary employees shall participate in the health and welfare plans or other fringe benefits of the District as described in the Fullerton School District/Fullerton Elementary Teachers Association Collective Bargaining Agreement.

#### Paid Sick Leave

OPTION 1: Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours.

A temporary or substitute employee may use accrued sick leave for absences due to:

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

#### Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion.

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year.

#### Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status.

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave.

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment.

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846.

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

#### Legal Reference:

##### EDUCATION CODE

22455.5 Provision of retirement plan information to potential members

22515 Irrevocable election to join retirement plan

37200 School calendar

44252.5 State basic skills assessment required for certificated personnel

44300 Emergency teaching or specialist permits

44830 Employment of certificated persons; requirements of proficiency in basic skills

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44839.5 Employment of retirant  
44845 Date of employment  
44846 Criteria for reemployment preferences  
44909 Employees providing services through categorically funded programs  
44914 Substitute and probationary employment computation for classification as permanent employee  
44915 Classification of probationary employees  
44916 Time of classification; statement of employment status  
44917 Classification of substitute employees  
44918 Substitute or temporary employee deemed probationary employee; reemployment rights  
44919 Classification of temporary employees  
44920 Employment of certain temporary employees; classifications  
44921 Employment of temporary employees; reemployment rights (unified and high school districts)  
44953 Dismissal of substitute employees  
44954 Release of temporary employees  
44955 Layoff of permanent and probationary employees  
44956 Rights of laid-off permanent employees to substitute positions  
44957 Rights of laid-off probationary employees to substitute positions  
44977 Salary schedule for substitute employees  
45030 Substitutes  
45041 Computation of salary  
45042 Alternative method of computation for less than one school year  
45043 Compensation for employment beginning in the second semester  
56060-56063 Substitute teachers in special education

#### GOVERNMENT CODE

3540.1 Educational Employment Relations Act, definitions

#### LABOR CODE

220 Sections inapplicable to public employees  
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off  
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off  
233 Illness of child, parent, spouse or domestic partner  
234 Absence control policy  
245-249 Healthy Workplaces, Healthy Families Act of 2014

#### CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person  
5503 Physical examination for employment of retired persons  
5590 Temporary athletic team coach  
80025-80025.5 Emergency substitute teaching permits

#### COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170  
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446  
Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187  
California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135  
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277  
Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

#### Management Resources:

##### WEB SITES

CSBA: <http://www.csba.org>

Fullerton School District BP 4121

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions  
(7/12 12/14) 12/15