

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR 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, March, April, July, August, November, and December and twice during the months of February, May, June, September, and October. 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, the Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board shall take no action or have discussion on any item not appearing on the posted agenda, except as authorized by law. Furthermore, the Board may respond to the public by referring the comment/question to the Superintendent for a response or by asking the Superintendent to report back to the Board concerning the matter.

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment, beginning with stating his/her name for the record. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda 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 posted 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 the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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, December 10, 2013
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:34 p.m. and Trustee Chris Thompson led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Robert Plekta, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:35 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957.

Call to Order, Pledge of Allegiance, and Report From Closed Session

The Board returned to Open Session at 6:05 p.m. and Doug Chaffee, City of Fullerton Mayor, led the pledge of allegiance. President Berryman reported the Board approved 5-0 to approve 90-day notice for unsatisfactory/unprofessional conduct which may lead to termination for employee ID #621 per Education Code 44932.

Introductions/Recognitions

Lauralyn Eschner, Coordinator for All the Arts for All the Kids, introduced members of the All the Arts Foundation and thanked them for their ongoing commitment. The All the Arts for All the Kids Foundation presented the District a check for \$175,000.00 to continue supporting the arts program for students.

Dr. Craig Bertsch, Director of Administrative Services, gave a presentation to the Board recognizing the recipients of the "Catch me at My Best" customer service program. The following staff were recognized for their outstanding customer service: Cristal Maiwald (Raymond School teacher), Dr. Hilda Flores (Woodcrest School principal), John Andrews (Transportation Department), Ann Kozma: Valencia Park School teacher), Bob Mastrodonato (Technology and Media Services Department), Martha Roberts (Classified Personnel Department), Ron Mullins (Purchasing Department), and Jaime Madaluyo (Raymond School Custodian).

President Berryman thanked the Board of Trustees for her year of leadership as Board President for 2012/2013. Dr. Bob Pletka thanked President Berryman for serving as President of the Board of Trustees and presented her with a piece of framed student artwork on behalf of the Board and Fullerton School District.

Organization of the Board of Trustees

Moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to elect Janny Meyer to be 2014 President of the Board of Trustees.

Newly elected Board President Meyer assumed responsibilities at this time.

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to elect Chris Thompson as 2014 Vice President of the Board of Trustees.

Moved by Hilda Sugarman, seconded by Chris Thompson and carried 5-0 to elect Lynn Thornley as 2014 Clerk of the Board of Trustees.

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to appoint Dr. Bob Pletka as 2014 Secretary to the Board of Trustees.

Meeting dates for 2014: January 14, February 4, March 4 and 18, April 15, May 13, June 10 and 24, July 29, August 26, September 9 and 23, October 14, November 18, and December 9.

Moved by Beverly Berryman seconded by Hilda Sugarman and carried 5-0 to approve Board meeting dates for 2014.

Moved by Lynn Thornley, seconded by Chris Thompson and carried 5-0 to appoint Beverly Berryman as representative for OCSBA Political Action Committee for 2014.

Moved by Lynn Thornley, seconded by Chris Thompson and carried 5-0 to appoint Janny Meyer as alternative representative for OCSBA Political Action Committee for 2014.

Moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to appoint Hilda Sugarman as representative for the County Committee on School District Organization for 2014.

Moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to appoint Janny Meyer as the alternative representative for the County Committee on School District Organization for 2014.

Trustee Thompson excused himself from the Board Meeting at this time.

Public Comments – Policy (see above)

Mayor Doug Chaffee congratulated the Board of Trustees on their assigned new roles. He commended the Fullerton School District for providing an excellent education to students. Mayor Chaffee reflected that providing great education to students is one of the things that makes the City of Fullerton so great.

Winsten Story and Joe Imbriano (community members) expressed their concern regarding exposure caused by wireless devices in classroom.

Superintendent's Report

Dr. Pletka congratulated Dr. Hilda Flores for receiving the "Catch me at My Best" customer service award and applauded her involvement with Habitat for Humanity. Dr. Pletka shared *School News* magazines will be distributed next week to all students in the District. (*School News* is a free publication that shares information regarding the Fullerton School District.) He announced the Writers Guild program held on December 9, 2013 was a huge success. Dr. Pletka thanked the Principals, teachers, and mentors that participated in the Writers Guild program.

Information from the Board of Trustees

Trustee Sugarman – She attended the California School Boards Association (CSBA) Conference in San Diego on December 4-6, 2013. She appreciates the *School News* magazine. Trustee Sugarman applauded Marilee Cosgrove (Director of Child Development Services) and Susan Hume (Assistant Superintendent of Business Services) for a job well done.

Trustee Thornley- She enjoyed attending the CSBA Conference. One of the main topics at the CSBA Conference was getting students to be career and college ready. She wished everyone happy holidays and a happy new year 2014.

Trustee Berryman- She applauded the Fullerton School District for an excellent job planning ahead to prepare for Common Core, local control funding, and technology. Trustee Berryman attended the CSBA Conference. She commented she is proud to be part of the Fullerton School District and for the District leading the way in many areas. Trustee Berryman thanked Nutrition Services for preparing a delicious meal for District Office staff at the Thanksgiving Feast. She attended the Habitat for Humanity event at Woodcrest School and congratulated Dr. Flores for an excellent job.

President Meyer- She attended the CSBA Conference along with Dr. Pletka, Trustee Sugarman, Trustee Thornley, and Trustee Berryman. At the CSBA Conference she had an opportunity to receive information regarding complying with the Brown Act and California Records Act in the Digital Age and she distributed the information to the Board of Trustees. She enjoyed reading *School News*; the Fullerton Technology Foundation and the Fullerton Education Foundation selected the grant recipients and grant awards will be distributed in

January; she attended the Habitat for Humanity event at Woodcrest School; she is the new Board representative for Fullerton Sister Association; she attended the Thanksgiving Feast and is looking forward to upcoming school events. Wished everyone happy holidays.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Karla reflected on past memories and commented that FETA has matched funds to worthy organizations such as Children’s Hospital of Orange. She spoke about the success of Valencia Park School exiting Program Improvement status. She added that currently the District is working on Local Control Funding and Common Core Standards.

CSEA– no report.

FESMA –Susan Mercado – She congratulated the Board of Trustees on their new assigned roles. She announced the Every Student Succeeding event will be held on January 23, 2014 from 4:00-6:00 p.m. at First Evangelical Church, NC-190. She wished everyone happy holidays.

Information Item

Mark Douglas, Assistant Superintendent of Personnel Services, shared a brief presentation regarding Partners in Administration and Labor (PAL). The District in partnership with CSEA, FETA, and FESMA held its first PAL Retreat on October 8, 2013.

Information Items

The District Activities Calendar is available at the following URL:
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to approve the minutes of the Regular meeting on November 12, 2013 (Trustee Thompson not present to vote).

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

Consent Items

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 4-0 to approve the consent items and pulling #1j for further discussion. The Board commented on agenda item #1b.

Regarding agenda item #1j, Trustee Sugarman expressed her concern with school sites that have lower academic success. Trustee Sugarman expressed her appreciation to Dr. Pletka and Janet Morey (Assistant Superintendent of Educational Services) for sharing with her the implementation of best practices for all schools. Dr. Pletka shared that student achievement and high levels of rigor is important and the District has high expectations for student achievement.

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 H22C0064 through H22C0089, H22D0403 through H22D0500, H22M0105 through H22M0126, H22R0432 through H22R0491, H22S0006 through H22S0008, H22V0063 through H22V0069, H22X0320 through H22X0339, and H22Y0052 through H22Y0053 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160364 through 160446 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 90255 through 90596 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9956 through 10015 for the 2013/2014 school year.

1g. Approve/Ratify Independent Contractor Agreement between Fullerton School District and CF Dance Academy for Dance Lessons between October 11, 2013 and May 22, 2014.

1h. Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services between January 20, 2014 and May 22, 2014.

1i. Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and StaffRehab to provide speech/language services from December 11, 2013 through June 30, 2014.

1j. Approve 2013/2014 Single Plan for Student Achievement (SPSA) and categorical budgets for all school sites.

1k. Approve/Ratify Agreement (Year 4) between Fullerton School District and California State University, Fullerton (CSUF), effective July 1, 2013 through June 30, 2014.

1l. Approve/Ratify warrant number 1091 for the 2013/2014 school year (District 40, Van Daele).

1m. Approve/Ratify warrants numbered 1142 through 1143 for the 2013/2014 school year (District 48, Amerige Heights).

1n. Approve/Ratify termination of the Agreement between Fullerton School District and US Foods, Inc., to provide cereal and snacks, effective December 5, 2013.

1o. Approve/Ratify award of Bid No. 2013/2014 NS-1 to Gold Star Foods for Snack and Cereal Products, effective December 6, 2013.

1p. Approve rejection of Claim Number 13-13512 DD.

1q. Approve/Ratify Classified Personnel Report.

Organizational Meetings of the Capital Facilities Corporation and Financing Authority

President Meyer adjourned the Regular Meeting of the Board of Trustees at 7:24 p.m. and convened the meeting of the Fullerton School District Capital Facilities Corporation at 7:25 p.m.

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to appoint Janny Meyer as President of the Corporation; to appoint Lynn Thornley as the Secretary of the Corporation; to appoint Dr. Bob Pletka as Vice President of the Corporation; and to appoint Susan Hume as the Chief Financial Office of the Corporation.

President Meyer adjourned the meeting of the Capital Facilities Corporation at 7:26 p.m. and convened at 7:27 p.m., the meeting of the Fullerton School District Financing Authority.

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 4-0 to appoint Janny Meyer as President of the Authority; to appoint Lynn Thornley as the Secretary of the Authority; to appoint Dr. Bob Pletka as Vice President of the Authority; and to appoint Susan Hume as the Chief Financial Office of the Authority.

President Meyer adjourned the meeting of the Financing Authority and reconvened the Regular Meeting of the Board of Trustees at 7:28 p.m.

Discussion/Action Items

2a. Approve/Ratify Amended 2013/2014 Child Development State Preschool Contract.

It was moved by Lynn Thornley, seconded by Beverly Berryman and carried 4-0 to approve/ratify Amended 2013/2014 Child Development State Preschool Contract.

2b. Approve New and Revised Board Policies

New:

Personnel

BP 4119.41, 4219.41, 4319.41 Employees With Infectious Disease

Revised:

Personnel
BP 4030 Nondiscrimination in Employment
BP 4111, 4211, 4311 Recruitment and Selection
BP 4112.9, 4212.9, 4312.9 Employee Notifications
BP 4119.1, 4219.1, 4319.1 Civil and Legal Rights
BP 4119.21, 4219.21, 4319.21 Professional Standards

It was moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve the above New and Revised Board Policies.

2c. Approve Assembly Bill 86: Common Core State Standards (CCSS) Implementation Funding Expenditure Plan for 2013-2014 and 2014-2015.

It was moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve Assembly Bill 86: Common Core State Standards (CCSS) Implementation Funding Expenditure Plan for 2013-2014 and 2014-2015.

2d. Approve new board policy BP 1325.

It was moved by Beverly Berryman, seconded by Hilda Sugarman and carried 4-0 to approve new board policy BP 1325.

2e. Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

Susan Hume, Assistant Superintendent of Business Services, presented an overview of the District's First Interim reporting period. It was then moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

2f. Approve Board Annual Goals for 2013/2014.

Dr. Pletka shared the Board Annual Goals are being revised to include an updated *Board Annual Goal #8*: To ensure appropriate attention is placed on emergency preparedness activities to safeguard our students, staff and campus visitors. Emergency preparedness includes identifying and assessing risks, mitigation activities to prevent/lessen the chance of risks, planning for emergency events, and response/recovery. It was then moved by Beverly Berryman, seconded by Lynn Thornley and carried 4-0 to approve Board Annual Goals for 2013/2014.

2g. Approve Revised Language Alignment of Assistant Superintendents' Contracts to replace items approved on November 12, 2013, along with inclusion of 3% Cost of Living Adjustment for Superintendent and Assistant Superintendents.

It was moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to approve Revised Language Alignment of Assistant Superintendents' Contracts to replace items approved on November 12, 2013, along with inclusion of 3% Cost of Living Adjustment for Superintendent and Assistant Superintendents.

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

The Board requested a letter/resolution supporting Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP).

Adjournment

President Meyer adjourned the Regular meeting on December 10, 2013 at 8:15 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 14, 2014
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:15 p.m.- Call to Order, Pledge of Allegiance

5:15 p.m.- Recess to Closed Session – Agenda:

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

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

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 posted 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 secretary. These slips are available at the reception counter. Submit a "Request to Speak" slip to the secretary. These slips are available at the reception counter.

Introductions/Recognitions

- Nicolas Junior High School report
- Marielle Barrios, Nicolas JHS AVID University PATHWAY Scholarship Recipient
- Elisabeth Leyson, Boy on the Wooden Box

Public Comments

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

The District Activities Calendar is available at the following URL: <http://fsd.k12.ca.us/distCalendar.html>

Approve Minutes

Regular Meeting December 10, 2013

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 H22C0090 through H22C0106, H22D0501 through H22D0589, H22M0127 through H22M0157, H22R0492 through H22R0556, H22S0009, H22T0003, H22V0070 through H22V0076, H22X0340 through H22X0354, and H22Y0054 through H22Y0056 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160447 through 160532 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 90597 through 90964 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10016 through 10067 for the 2013/2014 school year.

1g. Approve/Ratify Nutrition Services warrants numbered 10016 through 10067 for the 2013/2014 school year.

1h. Approve/Ratify agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2013/2014 through 2015/2016.

1i. Approve out-of-state conference for The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference on January 16-18, 2014, in Tucson, Arizona, for Monique Bosse, Alison Nordyke, Daniela Arbizzi, Erika Gomez, Susan Mercado, Paula Pitluk, Estella Grimm, Yaelan Choo, Yolanda Castillo, Yolanda McComb, Leslie Taylor, Denise Carrillo, Jennifer Schaller, Eva Arreola, Claudia Johnston, and Melissa Moyer.

1j. Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Procure Therapy, Inc., for contracted services from December 6, 2013 through June 30, 2014

1k. Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Sunbelt Staffing, LLC, for contracted services from December 9, 2013 through June 30, 2014.

1l. Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Careerstaff Unlimited, Inc., for contracted services from January 15, 2014 through June 30, 2014.

1m. Authorize the use of piggybackable California Multiple Award Schedule (CMAS) contract number 3-13-70-2983A (GST) for the purchase of Aerohive wireless access points and Aerohive switching products and installation.

1n. Ratify/Approve Apple Direct Customer Agreement effective December 20, 2013 through March 31, 2014 with an automatic renewal through March 31, 2015.

1o. Approve out-of-state conference for the Center on Reinventing Public Education (CRPE) Portfolio School District Network Meeting on January 27, 2014 in Houston, Texas for Dr. Robert Pletka, District Superintendent.

Discussion/Action Items

2a. Hear presentation and accept the 2012/2013 Audit Report.

2b. Adopt Resolution #13/14-10 supporting the Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP).

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 4, 2014, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s), and resignation(s) and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 14, 2014

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Paul Acevedo	Substitute Teacher	Employ	100	12/04/2013
Dannica Beener	Substitute Teacher	Employ	100	12/05/2013
Adam Brusig	Substitute Teacher	Employ	100	11/14/2013
Brendalizette Calderon	Substitute Teacher	Employ	100	12/12/2013
Joanna Collins	Substitute Teacher	Employ	100	12/05/2013
Natalie De Leese	Substitute Teacher	Employ	100	12/05/2013
Janice Fields	Substitute Teacher	Employ	100	12/05/2013
Mary Hamilton	Substitute Speech Therapist	Employ	100	12/13/2013
Anna Lee	Substitute Teacher	Employ	100	12/12/2013
Nailah Legohn	Substitute Teacher	Employ	100	11/20/2013
Ann Lovelady	Substitute Teacher	Employ	100	12/06/2013
Dustin Myers	Substitute Teacher	Employ	100	12/03/2013
Melinda Perkins	Substitute Teacher	Employ	100	12/02/2013
Lynda Quintana	Substitute Teacher	Employ	100	12/12/2013
Melissa Rehrer	Substitute Teacher	Employ	100	12/05/2013
Tim Wong	Substitute Teacher	Employ	100	12/05/2013
Moyca Tellez	Preschool/Valencia Park	Col III/1	310	12/16/2013

EXTRA DUTY ASSIGNMENT(S)

PEER ASSISTANCE AND REVIEW JOINT PANEL STIPEND

Approve Stipend of \$1,000.00 from cost center 306 to be paid in two increments, \$500.00 on January 31, 2014 and \$500.00 on May 31, 2014, for the following certificated personnel:

Janet Langford Andy Montoya Darlene Naslund Terry Radzai-Sanchez

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 14, 2014

RESIGNATION(S) AND LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Allison Demonteverde	5 th Grade/Beechwood	Extend Leave of Absence	12/20/13-01/31/14
Renay Ibarra	Preschool/Richman	Resign	12/20/2013

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 January 14, 2014.

Clerk/Secretary

CONSENT ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, 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.

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: January 14, 2014

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Jamba Juice	Community Partner	monetary donation	for the school	\$213.20
Acacia	Tritone Music Academy	Community Partner	monetary donation	for the school	\$216.00
Beechwood	Mrs. Bill Stecher	Parent	monetary donation	for the school	\$30.00
Beechwood	Western Digital Corporation	Community Partner	monetary donation	for the school	\$135.00
Business Services	Fullerton Technology Foundation	Community Partner	monetary donation	for assorted schools: 50/50, bad debt, discovery video, Gizmo, Haiku	\$75,910.85
Educational Services	Elisabeth Leyson	Community Partner		400 copies of <u>Boy in the Wooden Box</u> for 8 th grade	
Fern Drive	Ju Oh	Parent	monetary donation	for the school	\$220.00
Fine Arts	McCoy Mills	Community Partner	monetary donation	for All the Arts for All the Kids Program	\$1,000.00
Fisler	Edison International	Community Partner	monetary donation	for the school	\$270.00
Fisler	Sang Jin Lee	Parent	monetary donation	for technology	\$65.00
Fisler	Wells Fargo Foundation	Community Partner	monetary donation	for the school	\$269.22
Golden Hill	Fullerton Technology Foundation	Community Partner	monetary donation	for technology	\$560.00
Golden Hill	Golden Hill PTA		monetary donation	for the 6 th grade Outdoor Science School	\$6,275.10
Hermosa Drive	Mrs. Mireya De Anda	Parent	monetary donation	for the school	\$65.00
Laguna Road	Laguna Road PTA		monetary donation	for the school	\$4,262.50
Maple	Northrop Grumman Foundation	Community Partner	monetary donation	for the school	\$1,000.00
Orangethorpe	Education Foundation	Community Partner	monetary donation	for the school	\$1,059.01
Orangethorpe	Super Mex Restaurants, Inc.	Community Partner	monetary donation	for the school	\$246.21
Parks J.H.	Fullerton Technology Foundation	Community Partner	monetary donation	for the school	\$60.00
Richman	Fullerton Technology Foundation	Community Partner	monetary donation	for technology	\$160.00
Rolling Hills	Fullerton Technology Foundation	Community Partner	monetary donation	for the school	\$260.00
Rolling Hills	Geri Harvey	Parent	monetary donation	for Room 201	\$100.00

FULLERTON SCHOOL DISTRICT***Gifts: January 14, 2014***

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Sunset Lane	Raytheon	Community Partner	monetary donation	for 5 th and 6 th grades	\$1,000.00
Sunset Lane	Wells Fargo Bank	Community Partner	monetary donation	for classroom enrichment	\$269.22
Superintendent's Office	Arrowhead Drinking Water	Community Partner	15 cases of water	for employee luncheons	
Superintendent's Office	Fullerton Rotary Foundation	Community Partner	monetary donation	for the Superintendent's Office	\$870.00
Technology and Media Services	Fullerton Technology Foundation	Community Partner	15 desktop computers, monitors, keyboards, mice, cords	for Technology and Media Services	
Woodcrest	Fullerton Technology Foundation	Community Partner	monetary donation	for technology	\$125.00
Woodcrest	Lifetouch	Community Partner	monetary donation	for the school	\$132.00

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED H22C0090 THROUGH H22C0106, H22D0501 THROUGH H22D0589, H22M0127 THROUGH H22M0157, H22R0492 THROUGH H22R0556, H22S0009, H22T0003, H22V0070 THROUGH H22V0076, H22X0340 THROUGH H22X0354, AND H22Y0054 THROUGH H22Y0056 FOR THE 2013/2014 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 H22C0090 through H22C0106, H22D0501 through H22D0589, H22M0127 through H22M0157, H22R0492 through H22R0556, H22S0009, H22T0003, H22V0070 through H22V0076, H22X0340 through H22X0354, and H22Y0054 through H22Y0056 for the 2013/2014 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0090	BUREAU OF EDUCATION AND RESEAR	229.00	229.00	0130423109 5210	Site Discr Instruction Parks / Conferences and Meetings
H22C0091	PUBLIC INFORMATION RESOURCES I	199.00	199.00	0113054101 5210	Resource Specialist Program / Conferences and Meetings
H22C0092	SO CALIF KINDERGARTEN CONFEREN	957.00	957.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
H22C0093	CREATIVE MATHEMATICS	215.00	215.00	0130430109 5210	Site Discr Instruction Fisler / Conferences and Meetings
H22C0094	BRANCHES ATELIER SCHOOL	500.00	500.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
H22C0095	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0096	SCHOOL SERVICES OF CALIFORNIA	1,225.00	525.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
			175.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
			175.00	0152657719 5210	Superintendent Discret / Conferences and Meetings
			175.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			175.00	0153750799 5210	Business Administration DC / Conferences and Meetings
H22C0097	E L ACHIEVE	2,070.00	1,035.00	0130452109 5210	Central Discr Instruction / Conferences and Meetings
			1,035.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0098	ORANGE COUNTY SCHOOL NURSES AS	200.00	200.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
H22C0099	PUBLIC INFORMATION RESOURCES I	199.00	199.00	0130415109 5210	Site Discr Instruction Golden / Conferences and Meetings
H22C0100	ORANGE CNTY DEPARTMENT OF EDUC	300.00	300.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
H22C0101	COMPUTER USING EDUCATORS INC	780.00	780.00	0121229101 5210	Title I Woodcrest Instruction / Conferences and Meetings
H22C0102	TUCSON CHILDREN'S PROJECT	2,000.00	2,000.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
H22C0103	COMPUTER USING EDUCATORS INC	520.00	520.00	0130428109 5210	Site Discr Instr Valencia Park / Conferences and Meetings
H22C0104	ASSOCIATION FOR SUPERVISON CUR	325.00	325.00	0109555101 5210	Educ Services Donations Instr / Conferences and Meetings
H22C0105	ASSOC OF CA SCHOOL ADMINISTRAT	975.00	325.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
			650.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
H22C0106	DEVELOPMENTAL RESOURCES	298.00	149.00	0113054101 5210	Resource Specialist Program / Conferences and Meetings
			149.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
H22D0501	RENAISSANCE LEARNING INC	3,378.96	3,378.96	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
H22D0502	DICK BLICK ART MATERIALS	56.31	56.31	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr

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H22D0503	SCHOLASTIC MAGAZINES	854.30	854.30	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0504	GOV CONNECTION	586.01	586.01	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0505	U S GAMES	201.96	201.96	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
H22D0506	DAISY IT	1,382.11	1,382.11	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Instr
H22D0507	ACCESS DISPLAY GROUP INC	2,066.67	2,066.67	2567150851 4310	Facilities / Materials and Supplies Instr
H22D0508	E L ACHIEVE	1,015.74	1,015.74	0122422101 4310	Title III Limited Engl Pacific / Materials and Supplies Instr
H22D0509	SOUTHWEST SCHOOL SUPPLY	332.16	332.16	0130423119 4310	Science Parks Jr High / Materials and Supplies Instr
H22D0510	FREE WILL PRINTING COMPANY	501.40	249.00 252.40	0110320109 4310 0130420109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr Site Discr Instruction Nicolas / Materials and Supplies Instr
H22D0511	CONCEPTS SCHOOL AND OFFICE FUR	145.26	145.26	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
H22D0512	SCHOLASTIC INC	1,188.00	1,188.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22D0513	HANDWRITING WITHOUT TEARS	447.22	447.22	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
H22D0514	SPECIAL T'S	402.43	402.43	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
H22D0515	OC GAMES2U	1,600.00	1,500.00 100.00	0110323109 5802 0111623101 5802	Reimburse Parks Disc / Lecturers Donation Instr Parks / Lecturers
H22D0516	COMPLETE BUSINESS SYSTEMS	1,578.84	1,578.84	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
H22D0517	S AND S WORLDWIDE	35.63	35.63	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22D0518	SCHOLASTIC BOOK FAIRS	1,674.19	1,674.19	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
H22D0519	S&S WORLDWIDE INC	116.63	116.63	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
H22D0520	SOUTHWEST SCHOOL SUPPLY	356.72	356.72	0130423119 4310	Science Parks Jr High / Materials and Supplies Instr
H22D0521	SUCCESS BY DESIGN INC	764.81	764.81	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0522	SILICON MOUNTAIN MEMORY INC	238.04	238.04	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
H22D0523	WHITE RHINO PROMOTIONAL SOLUTI	1,711.80	1,711.80	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
H22D0524	AMAZON.COM	263.47	263.47	0130423179 4310	Video Art Production Parks / Materials and Supplies Instr

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H22D0525	AMAZON.COM	107.95	107.95	0111919101 4310	Phelps Grant Maple / Materials and Supplies Instr
H22D0526	MARZANO RESEARCH LABORATORY	160.68	160.68	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0527	IDESIGN SOLUTIONS	625.83	625.83	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
H22D0528	GOV CONNECTION	439.51	439.51	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0529	JONES SCHOOL SUPPLY	129.21	129.21	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0530	ORIENTAL TRADING COMPANY	115.29	115.29	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0531	B AND H PHOTO VIDEO INC	842.18	842.18	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
H22D0532	DICK BLICK ART MATERIALS	235.88	235.88	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
H22D0533	AMAZON.COM	342.62	342.62	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0534	DAISY IT	153.23	153.23	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0535	LEAPFROG SCHOOLHOUSE	84.86	84.86	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
H22D0536	ACTIVE DATA SOLUTIONS LLC	712.80	712.80	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
H22D0537	AMAZON.COM	580.01	290.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			290.01	1231152101 4310	Pre K Family Lit Support Instr / Materials and Supplies Instr
H22D0538	AMAZON.COM	416.05	208.01	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			208.04	1231152101 4310	Pre K Family Lit Support Instr / Materials and Supplies Instr
H22D0539	AMAZON.COM	325.21	162.58	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			162.63	1231152101 4310	Pre K Family Lit Support Instr / Materials and Supplies Instr
H22D0540	BARNES AND NOBLE INC	2,040.78	1,337.16	0130425109 4310	Site Discr Instruction Richman / Materials and Supplies Inst
			703.62	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0541	TROXELL COMMUNICATIONS	117.72	117.72	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
H22D0542	DEMCO INC	240.97	240.97	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0543	STARFALL EDUCATION	270.00	270.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22D0544	WHITE RHINO PROMOTIONAL SOLUTI	93.31	93.31	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22D0545	THERAPY SHOPPE	64.05	64.05	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr

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H22D0546	DAISY IT	485.68	485.68	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0547	ENGINEERING IS ELEMENTARY	402.50	402.50	0108755101 4310	Instr Science Prg Instruction / Materials and Supplies Instr
H22D0548	MULTI HEALTH SYSTEMS	849.60	849.60	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22D0549	DAISY IT	235.23	235.23	0124854271 4350	Spec Ed Preschool Admin / Materials and Supplies Office
H22D0550	B AND H PHOTO VIDEO INC	214.92	214.92	0130225107 4310	Econ Impact Aid PY Richman / Materials and Supplies
H22D0551	VIRCO MANUFACTURING	172.03	172.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
H22D0552	DAISY IT	383.08	383.08	0130226107 4310	Econ Impact Aid PY Rolling Hil / Materials and Supplies
H22D0553	OFFICE DEPOT BUSINESS SERVICE	127.88	102.31	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			25.57	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0554	WHITE RHINO PROMOTIONAL SOLUTI	669.60	669.60	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22D0555	WARD'S SCIENCE	75.40	75.40	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22D0556	HOUGHTON MIFFLIN COMPANY	1,170.19	970.19	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			200.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
H22D0557	AMAZON.COM	25.14	25.14	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22D0558	S&S WORLDWIDE INC	291.59	291.59	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
H22D0559	S&S WORLDWIDE INC	75.53	75.53	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
H22D0560	DAISY IT	27.83	27.83	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
H22D0561	AMAZON.COM	227.80	227.80	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0562	KAPLAN SCHOOL SUPPLY	2,107.90	2,107.90	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0563	SCHOOL SPECIALTY	24.52	24.52	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0564	DAISY IT	660.90	660.90	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22D0565	GANDER PUBLISHING	118.93	118.93	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
H22D0566	CULVER NEWLIN INC	1,602.56	1,602.56	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
H22D0567	AMAZON.COM	1,072.32	1,072.32	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr

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H22D0568	DEMCO INC	47.17	47.17	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
H22D0569	FLOWER STREET URBAN GARDENS	1,944.00	1,944.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0570	FLOWER STREET URBAN GARDENS	2,916.00	2,916.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
H22D0571	BARRETT ROBINSON INC	737.81	368.91	0130427279 4350	Site Discr Instr Sunset Lane / Materials and Supplies Office
			368.90	8152451741 4363	Property and Liability / Materials and Supplies Repairs
H22D0572	WORLD BOOK INC	486.00	486.00	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0573	WHITE RHINO PROMOTIONAL SOLUTI	626.94	626.94	0108755101 4310	Instr Science Prg Instruction / Materials and Supplies Instr
H22D0574	GREGORC ASSOCIATES INC	230.63	230.63	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0575	DISCOUNT MAGAZINE SUBSCRIPTION	207.70	207.70	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22D0576	MARKERBOARD PEOPLE, THE	29.00	29.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0577	CDW.G	311.36	311.36	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
H22D0578	CDW.G	188.08	188.08	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
H22D0579	DAISY IT	98.91	98.91	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0580	MATHALICIOUS LLC	185.00	185.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
H22D0581	SCHOOL NURSE SUPPLY INC	141.79	141.79	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
H22D0582	DEMCO INC	81.81	81.81	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
H22D0583	NASCO WEST INC	34.36	34.36	0130423159 4310	Food Parks Jr High / Materials and Supplies Instr
H22D0584	CDW.G	128.51	128.51	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
H22D0585	DATA MAKES THE DIFFERENCE LLC	1,849.84	1,849.84	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
H22D0586	NASCO WEST INC	138.84	138.84	0130420189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
H22D0587	RENAISSANCE LEARNING INC	8,604.70	8,604.70	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
H22D0588	MATHALICIOUS LLC	370.00	370.00	0138252101 4310	Common Core Standards Instr / Materials and Supplies
H22D0589	CROWN AWARDS	1,232.57	1,232.57	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
H22M0127	A 1 FENCE COMPANY	331.98	331.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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H22M0128	VISTA PAINT	578.77	578.77	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0129	SIMPLOT PARTNERS	5,314.69	5,314.69	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22M0130	MCM ELECTRONICS	244.62	244.62	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0131	ROTO ROOTER	2,600.00	2,600.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0132	HILLYARD INC	58.32	58.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0133	AIR FILTRATION SOLUTIONS	9,546.75	9,546.75	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0134	MULCH MASTER	1,984.00	1,984.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0135	GHATAODE BANNON ARCHITECTS LLP	23,400.00	23,400.00	4064650851 5805	Redevelop Pass Through Admin / Consultants
H22M0136	STONHARD	1,230.00	1,230.00	1453326819 5640	Deferred Maint Rolling Hills / Repairs by Vendors
H22M0137	GHATAODE BANNON ARCHITECTS LLP	26,520.00	26,520.00	2567150851 5805	Facilities / Consultants
H22M0138	JOHN COMMERCIAL SERVICES	4,940.00	4,940.00	1453330859 4363	Deferred Maint Fac Fisler / Materials and Supplies Repairs
H22M0139	BOB PETERS FIRE PROTECTION INC	180.00	180.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0140	LOWES HIW INC	122.88	122.88	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0141	A 1 FENCE COMPANY	965.00	965.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
H22M0142	COVENANT AIR SYSTEM	415.00	415.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0143	A 1 FENCE COMPANY	42.12	42.12	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22M0144	IDS MECHANICAL ENGINEERS INC	42,300.00	42,300.00	2567150851 6200	Facilities / Buildings and Improve of Build
H22M0145	FERGUSON ENTERPRISES INC	508.77	508.77	1453320859 4363	Deferred Maint Fac Nicolas Jr / Materials and Supplies
H22M0146	LENNOX INDUSTRIES INC	264.60	264.60	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0147	ROOFING WHOLESALE COMPANY	646.92	646.92	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0148	COVENANT AIR SYSTEM	240.00	240.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0149	MCM ELECTRONICS	399.60	399.60	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0150	FRY'S ELECTRONICS	54.00	54.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0151	COUNTERTOPS EXPRESS	280.00	280.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors

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H22M0152	GHATAODE BANNON ARCHITECTS LLP	31,243.00	31,243.00	2567121859 5805	Facilities Improvement OT / Consultants
H22M0153	MA CONSTRUCTION SERVICES INC	1,400.00	1,400.00	2567111859 5805	Facilities Improvement Beechwd / Consultants
H22M0154	MIRACLE RECREATION EQUIPMENT C	2,329.03	2,329.03	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0155	LENNOX INDUSTRIES INC	102.04	102.04	0153453819 4363	Vandalism / Materials and Supplies Repairs
H22M0156	GEARY PACIFIC SUPPLY	3,235.68	3,235.68	1453316819 4363	Deferred Maint Hermosa Drive / Materials and Supplies
H22M0157	VISTA PAINT	2,148.66	2,148.66	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22R0492	NATIONAL ASSOC FOR GIFTED CHIL	99.00	99.00	0111555103 5310	Gifted and Talented Education / Dues and Memberships
H22R0493	LOCKHART, PATRICIA	683.46	683.46	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
H22R0494	STAPLES 025724519	45.34	45.34	0150454391 4350	Sp Ed Mental Hlth Guidance / Materials and Supplies
H22R0495	KRANICH, JANET	60.00	60.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22R0496	HERNANDEZ, MARGARITA	59.70	59.70	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
H22R0497	PANIAGUA, LORENA	59.70	59.70	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
H22R0498	RADZAI-SANCHEZ, TERRY	217.62	217.62	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
H22R0499	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
H22R0500	LAYER CAKE BAKERY AND CAFE	880.00	880.00	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
H22R0501	AEROMARK	125.76	125.76	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
H22R0502	MULTIPLE MEASURES LLC	540.00	540.00	0130252107 4310	Econ Impact Aid PY Central / Materials and Supplies Instr
H22R0503	CONCOURSE ENTERTAINMENT	900.00	900.00	0132952101 5850	Aft Sch Ed Sfty Grt Cohort 6 / Admission Fees
H22R0504	NCS PEARSON INC	25,568.00	8,995.00 16,573.00	0152657109 4310 1208511101 4310	FSD Supt Instruction / Materials and Supplies Instr Childcare Instr Beechwood / Materials and Supplies Instr
H22R0505	AMAZON.COM	47.02	47.02	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
H22R0506	DIMICK, SANDI	99.37	99.37	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
H22R0507	DAISY IT	139.32	139.32	0153750799 4350	Business Administration DC / Materials and Supplies
H22R0508	LAKESHORE LEARNING	36.89	36.89	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0509	PACIFIC SIGN INSTALLATIONS	310.00	310.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
H22R0510	BRUNEAU, LAURIE	136.74	136.74	8152451741 4350	Property and Liability / Materials and Supplies Office
H22R0511	DEMAIO, DANIELLE	25.75	25.75	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
H22R0512	SHEARER, SANDRA	59.70	59.70	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
H22R0513	PEREZ, JACQUELINE	42.98	42.98	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0514	JUNCAJ-YEHYA, PASKA	80.94	80.94	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0515	VELAZQUEZ, SOBEIDA FUENTES	1,679.42	1,679.42	0134025101 5805	EISS Instruction Richman / Consultants
H22R0516	PASADENA YOUTH CENTER	400.00	400.00	0132952101 5210	Aftr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
H22R0517	SUPPLY MASTER	111.49	111.49	0152957729 4350	Districtwide Expenditures Supt / Materials and Supplies
H22R0518	SEGERSTROM CENTER FOR THE ARTS	2,198.00	2,198.00	0132952101 5850	Aftr Schl Ed Sfty Grt Cohort 6 / Admission Fees
H22R0519	AMAZON.COM	178.56	178.56	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
H22R0520	DAISY IT	299.93	299.93	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0521	DIMICK, SANDI	96.60	96.60	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0522	PRO ED	236.00	236.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0523	AMAZON.COM	95.69	95.69	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
H22R0524	COSGROVE, MARILEE	275.90	275.90	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22R0525	ENABLING DEVICES	472.23	472.23	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
H22R0526	REGITZ, NANCY	219.74	219.74	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
H22R0527	KRANICH, JANET	819.55	819.55	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22R0528	SMYTHE, ANGEL	33.92	33.92	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22R0529	SAQR, MARIA	21.59	21.59	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0530	DAISY IT	100.38	100.38	0153150759 4350	Warehouse DC / Materials and Supplies Office
H22R0531	SMYTHE, ANGEL	898.63	381.31	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
			517.32	0111627101 6410	After School Program Sunset Ln / New Equip Less Than

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0532	SOUTHERN CALIFORNIA PUBLIC	75.00	75.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
H22R0533	PENNSAVER, THE	157.95	157.95	0152258749 5890	Personnel Commission Discret / Advertising for
H22R0534	DESAL, SHITAL	142.76	142.76	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R0535	BARNETT, DR MATHEW	89.81	89.81	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22R0536	STOUT, ROSALIE	78.09	78.09	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
H22R0537	BREWER, KIM	252.31	252.31	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
H22R0538	SALAZAR, RICHARD	162.74	162.74	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
H22R0539	CAZARES, SILVANO	30.85	30.85	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
H22R0540	CANDELARIA, MELINDA L	422.18	422.18	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R0541	CDW.G	550.80	550.80	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
H22R0542	MISSION SAN JUAN CAPISTRANO	1,260.00	1,260.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
H22R0543	AEROMARK	108.86	108.86	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22R0544	VERIZON WIRELESS	16.00	16.00	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22R0545	ORANGE CNTY DEPARTMENT OF EDUC	615.00	615.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22R0546	YORBA LINDA SPOTLIGHT YOUTH TH	624.00	624.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
H22R0547	HERITAGE MUSEUM OF ORANGE COUN	864.00	864.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
H22R0548	AEROMARK	74.25	74.25	0130220107 4310	Econ Impact Aid PY Nicolas JHS / Materials and Supplies
H22R0549	WAGGONER, NANCY	235.61	235.61	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22R0550	BRIGGS, EDWARD	184.29	184.29	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22R0551	BOLLE, FREDERIC	341.41	341.41	0130420169 4310	Math Nicolas / Materials and Supplies Instr
H22R0552	BRIGGS, EDWARD	76.08	76.08	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R0553	PHILLIPS, CAROL	157.22	157.22	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22R0554	HOPE INTERNATIONAL UNIVERSITY	590.00	590.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
H22R0555	ANDERSSON, ANNICA	194.70	194.70	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0556	BEST BEST AND KRIEGER LLP	459.00	459.00	0153750799 5825	Business Administration DC / Legal Assistance
H22S0009	HENRY SCHEIN INC	482.76	482.76	0100000000 9320	Unrestricted / Stores
H22T0003	NATIONAL SAFETY COMPLIANCE INC	95.06	95.06	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22V0070	MAGIC MICRO	1,276.48	1,276.48	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
H22V0071	MONTESSORI OUTLET INC	854.96	854.96	1208527101 6410	Childcare Instr Sunset Lane / New Equip Less Than
H22V0072	AMBCO	1,853.47	1,853.47	0125554341 6410	LEA Medi Cal Reimb Health Svcs / New Equip Less Than
H22V0073	TAYLOR'S APPLIANCE	574.20	574.20	0134352103 6410	Community Based Engl TutorInst / New Equip Less Than
H22V0074	INTELESYSONE INC	13,395.85	13,395.85	4064650851 6550	Redevelp Pass Through Admin / Repl Equip Greater Than
H22V0075	AMAZON.COM	1,481.41	1,481.41	0141655101 6450	Fine Arts Donations Instr / Repl Equip Less Than \$10,000
H22V0076	RIFTON EQUIPMENT	2,323.08	2,323.08	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
H22X0340	E COMPLETE LLC	15,000.00	15,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
H22X0341	TENMARKS EDUCATION	5,000.00	5,000.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
H22X0342	LOZANO SMITH ATTORNEYS AT LAW	40,000.00	40,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
H22X0343	PRICE, MARGY	10,000.00	10,000.00	0130452279 5805	Central Discr Administration / Consultants
H22X0344	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
H22X0345	RUTAN AND TUCKER	5,000.00	5,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
H22X0346	PARKER AND COVERT LLP	2,000.00	2,000.00	0153750799 5825	Business Administration DC / Legal Assistance
H22X0347	COSTCO WHOLESALE	1,000.00	1,000.00	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
H22X0348	INVO HEALTHCASE ASSOCIATES LLC	45,000.00	45,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
H22X0349	HIDDLESON LISTENING LANGUAGE	10,000.00	10,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
H22X0350	COSTCO WHOLESALE	500.00	500.00	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
H22X0351	PACIFIC SIGN INSTALLATIONS	10,000.00	10,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
H22X0352	RISE EDUCATIONAL SERVICES	14,500.00	14,500.00	0121224101 5805	Title I Raymond Instruction / Consultants
H22X0353	COSTCO WHOLESALE	200.00	200.00	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22X0354	COSTCO WHOLESALE	450.00	450.00	0150454391 4350	Sp Ed Mental Hlth Guidance / Materials and Supplies
H22Y0054	O'REILLY AUTO PARTS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0055	U HAUL INTERNATIONAL	3,000.00	3,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Y0056	MYERS TIRES	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total:	266,135.44			
	Fund 12 Total:	24,076.43			
	Fund 14 Total:	9,914.45			
	Fund 25 Total:	103,529.67			
	Fund 40 Total:	37,760.85			
	Fund 81 Total:	25,815.64			
	Total Amount of Purchase Orders:	467,232.48			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **01/14/2014**

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0074	SUMMIT PROFESSIONAL EDUCATION	179.00	+10.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
H22D0477	AMAZON.COM	237.01	+15.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0493	E L ACHIEVE	1,186.81	+171.07	0152957729 4350	Districtwide Expenditures Supt / Materials and Supplies Offi
H22X0005	SOUTHWEST SCHOOL SUPPLY	9,500.00	+1,500.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22X0007	SOUTHWEST SCHOOL SUPPLY	7,000.00	+1,000.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22X0011	SOUTHWEST SCHOOL SUPPLY	14,000.00	+7,000.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22X0017	SOUTHWEST SCHOOL SUPPLY	2,814.54	-204.00	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
			+800.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
			+14.54	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
H22X0021	SOUTHWEST SCHOOL SUPPLY	17,000.00	+5,000.00	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
H22X0022	SOUTHWEST SCHOOL SUPPLY	6,000.00	+250.00	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
			+250.00	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22X0023	SOUTHWEST SCHOOL SUPPLY	10,500.00	+1,000.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
			+500.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies Inst
H22X0084	U S POSTAL SERVICE	55,200.00	+200.00	0152957729 4350	Districtwide Expenditures Supt / Materials and Supplies Offi
H22X0132	SMART AND FINAL STORES CORPORA	1,000.00	+250.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies Offi
			+250.00	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
H22X0181	DEPARTMENT OF GENERAL SERVICES	40,000.00	+35,500.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
H22X0234	PEPPER MUSIC, J W	1,100.00	+500.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22X0247	SMART AND FINAL STORES CORPORA	4,500.00	+2,000.00	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
H22Y0013	FACTORY MOTOR PARTS COMPANY	3,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0021	A-Z BUS SALES	3,500.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0029	ROSEMEAD OIL PRODUCTS INC	3,000.00	+1,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Y0040	WESTRUX	1,000.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **01/14/2014**

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22Z0060	ZUMAR INDUSTRIES INC	1,500.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
		Fund 01 Total:	60,506.61		
		Total Amount of Change Orders:	60,506.61		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/14/2014

FROM 11/19/2013 TO 12/19/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0085	ORANGE CNTY DEPARTMENT OF	25.00	25.00	0111717109 5210	Hourly Intervention Ladera Vis / Conferences and
H22X0053	COSTCO WHOLESALE	1,056.89	500.00 556.89	0110320109 4310 0130420109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr Site Diser Instruction Nicolas / Materials and Supplies Inst
	Fund 01 Total:	1,081.89			
	Total Amount of Purchase Orders:	1,081.89			

CONSENT ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 160447 THROUGH 160532 FOR THE 2013/2014 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 19, 2013 through December 19, 2013, contains purchase orders numbered 160447 through 160532 for the 2013/2014 school year totaling \$825,636.09. Purchase order numbered 160454 was 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 (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 160447 through 160532 for the 2013/2014 school year.

SH:KT:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
11-19-13 through 12-19-13

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
11/25/2013	Hollandia Dairy	160462	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160463	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160464	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160465	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160466	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160467	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160468	Dairy Products	6,000.00
11/25/2013	Hollandia Dairy	160469	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160470	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160471	Dairy Products	6,000.00
11/25/2013	Hollandia Dairy	160472	Dairy Products	6,000.00
11/25/2013	Hollandia Dairy	160473	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160474	Dairy Products	6,000.00
11/25/2013	Hollandia Dairy	160475	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160476	Dairy Products	6,000.00
11/25/2013	Hollandia Dairy	160478	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160479	Dairy Products	5,000.00
	TOTAL OPEN PURCHASE ORDERS			90,000.00
Processed Food & Commodity P.O.'s				
NONE				
	Total OPEN Purchase Orders (from this page & page 2)			\$ 342,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			483,636.09
	TOTAL PURCHASE ORDERS			\$ 825,636.09

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
11-19-13 through 12-19-13

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
11/25/2013	Hollandia Dairy	160480	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160481	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160482	Dairy Products	5,000.00
11/25/2013	Hollandia Dairy	160484	Dairy Products	7,000.00
11/25/2013	Gold Star Foods	160485	Food	30,000.00
11/25/2013	Gold Star Foods	160486	Food	30,000.00
11/25/2013	Gold Star Foods	160487	Food	30,000.00
11/25/2013	Gold Star Foods	160488	Food	30,000.00
11/25/2013	Gold Star Foods	160489	Food	40,000.00
11/25/2013	Gold Star Foods	160490	Food	70,000.00
TOTAL OPEN PURCHASE ORDERS (Page 2)				\$ 252,000.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/19/2013 and 12/19/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
California School Nutrition Association	160494	12/5/2013	12/5/2013				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	ea	1	Membership Renewal - Christina Funch			\$55.0000	\$55.00	
							Sales Tax:	\$0.00
							P.O. Total:	\$55.00
							Vendor Total:	\$55.00
								^
Le Chef Bakery	160500	12/6/2013	12/9/2013				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	cs	1	focaccia bread lc#sb606			\$19.2700	\$19.27	
2	cs	2	chocolate chip dough 252 s p cs			\$46.8600	\$93.72	
6	cs	3	mini parfaits 35 p cs			\$47.2500	\$283.50	
7	cs	4	mini cupcake asst. 35 p cs			\$42.2400	\$295.68	
							Sales Tax:	\$0.00
							P.O. Total:	\$692.17
							Vendor Total:	\$692.17
								^
Fullerton School District	160508	12/9/2013	12/9/2013				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	ea	1	Actual 4B Payroll per November Bitech Report			177,770.2600	\$177,770.26	
1	ea	1	Actual Dist. Exp. per November Bitech Repo			\$2,244.6900	\$2,244.69	
							Sales Tax:	\$0.00
							P.O. Total:	\$180,014.95
Fullerton School District	160509	12/9/2013	12/31/2013				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per December Bitech Report			200,000.0000	\$200,000.00	
1	ea	1	Estimated Dist. Exp. per December Bitech Rpt			\$15,000.0000	\$15,000.00	
							Sales Tax:	\$0.00
							P.O. Total:	\$215,000.00
							Vendor Total:	\$395,014.95
								^
Gold Star Foods Inc.	160448	11/20/2013	11/22/2013				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
58	cs	4351	Syrup, Maple #202352 100/1.5/cs			\$8.1300	\$471.54	
41	case	30347	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case			\$21.5300	\$882.73	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,354.27
Gold Star Foods Inc.	160449	11/20/2013	11/20/2013	12/6/2013			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
27	case	8002	Fortilla, WG GS#600354 144/case Romeros#206022			\$52.8000	\$1,425.60	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,425.60
Gold Star Foods Inc.	160450	11/21/2013	11/22/2013	12/6/2013			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	

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Fullerton School District

Show all data where the Order Date is between 11/19/2013 and 12/19/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160450	11/21/2013	11/22/2013		12/6/2013		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	30348	Biscuit,GS#10018 Buttermilk Bridgford#6180 60/2oz.	\$14.8300	\$593.20		
2	case	4457	Sugar,Substitute Equal #200504 2000	\$13.8100	\$27.62		
						Sales Tax:	\$0.00
						P.O. Total:	\$620.82
Gold Star Foods Inc.	160453	11/21/2013	12/6/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
60	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.6000	\$936.00		
30	case	7210	Bun,Honey Nemo's GS#102238 #20100 60/cs	\$23.6900	\$710.70		
5	case	58106	Pork LF BBQ Rib Patty,Pierre100/3.0oz/cs,GS#401842	\$27.2500	\$136.25		
16	cs	4241	Sauce,Bosco Pizza cups #202546 100/2oz	\$29.0900	\$465.44		
36	case	46003	Strawberries,sliced,Frz GS#101484, Cleugh's 1/30#cs	\$32.8900	\$1,184.04		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,432.43
Gold Star Foods Inc.	160455	11/21/2013	12/3/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	case	55104	Eggstravaganza,GS#401570 Bacon, 160/cs 4/5lb	\$38.4900	\$115.47		
5	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W	\$32.8800	\$164.40		
3	case	55102	Omelet Skillet w/Colby Chse GS#401555 IW 210/cs SF	\$60.3100	\$180.93		
3	case	55107	French Toast,GS#403643 Strbry Bnna 130/cs SF#40083	\$49.7100	\$149.13		
16	case	59033	PizzaBrkfstSausage,1W,WG,GS#133958,100/cs,MF#78964	\$50.3300	\$805.28		
5	case	30341	Waffle, GS#134252, Blueberry Smuckers#33661 72 ct	\$35.0500	\$175.25		
1	case	56042	Sandwich,GS#401893,Pancake JTM#CP5817 150 ct	\$54.2500	\$54.25		
5	case	56103	Muffin Top, GS#403285, Blueberry BV#63130 60ct.	\$23.3100	\$116.55		
10	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$29.9100	\$299.10		
5	case	30339	Pancakes,Mini Bluebry GS#134286 Eggo IW 72 ct	\$29.9100	\$149.55		
2	case	3209	Bar, Maple WG GS#134192 108ct./1.4oz.	\$33.7500	\$67.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,277.41
Gold Star Foods Inc.	160483	11/25/2013	12/13/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356	\$51.1000	\$1,533.00		
18	case	30331	Pancake/sausage stk #270DonLee 36/3oz/cs	\$15.3000	\$275.40		
40	case	7021	Cracker Graham Hi-Fbr MJM #301151 150/3pk	\$17.7200	\$708.80		
60	case	11047	Water, Bottled Pure Life 24/16.9oz	\$4.2700	\$256.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,773.40
Gold Star Foods Inc.	160485	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$48.4700	\$969.40		
5	case	8007	Corn Nuts Reg 4/36ct/case	\$48.4700	\$242.35		
30	case	8010	Corn Nuts,Ranch 4/36ct/case	\$48.4700	\$1,454.10		
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$48.4700	\$242.35		
30	Case	8258	Chips, Baked Doritos Nacho 64/es	\$26.9800	\$809.40		
100	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$26.9800	\$2,698.00		
100	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs	\$26.9800	\$2,698.00		
200	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$26.9800	\$5,396.00		
5	case	8202	Chips, Fritos Corn 120's	\$17.9500	\$89.75		
5	case	8201	Chips, Potato Plain Lays 120	\$16.8400	\$84.20		
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$25.4500	\$127.25		
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$24.5400	\$122.70		
50	case	8145	Pretzels, Classic Rold Gold 120/.5oz/cs	\$16.8400	\$842.00		

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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.	160485	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's	2pk/12-6		\$35.3200	\$176.60
5	case	7237	Poptart, Strawberry IW Kellogg's	2pk/72-3.6		\$35.3200	\$176.60
100	case	20209	Soup, Beef Nissins	12/case		\$3.5500	\$355.00
100	case	20207	Soup, Chicken Nissins	12/case		\$3.5500	\$355.00
100	case	20203	Soup, Shrimp Nissins	12/case		\$3.5500	\$355.00
50	case	11084	Gatorade W/Mouth	24/20oz.		\$22.6800	\$1,134.00
300	case	11082	Gatorade 24/12oz bottle	Assrtd.		\$16.5900	\$4,977.00
50	case	11077	Juice, Apple Welch's	24/11.5oz./case		\$13.5000	\$675.00
50	case	11085	Juice, Grape Welch's	24/11.5oz./case		\$13.5000	\$675.00
50	case	11032	Water, Splash Wildberry	24/16.9oz.		\$8.4300	\$421.50
200	case	11047	Water, Bottled Pure Life	24/16.9oz		\$4.2700	\$854.00
50	case	3057	Rice Krispies, Mini Squares, Kellogs	600/case		\$81.8200	\$4,091.00
						Sales Tax:	\$0.00
						P.O. Total:	\$30,021.20

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160486	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	8011	Corn Nuts Chili Picante	4/36ct/case		\$48.4700	\$969.40
5	case	8007	Corn Nuts Reg	4/36ct/case		\$48.4700	\$242.35
30	case	8010	Corn Nuts,Ranch	4/36ct/case		\$48.4700	\$1,454.10
5	case	8008	Corn Nuts B.B.Q.	4/36ct/case		\$48.4700	\$242.35
30	Case	8258	Chips, Baked Doritos Nacho	64/cs		\$26.9800	\$809.40
100	Case	8259	Chips, Baked Cheetos Flaming Hot	64/cs		\$26.9800	\$2,698.00
100	case	8261	Chips, BBQ Baked, KC Masterpiece	64/cs		\$26.9800	\$2,698.00
200	case	8146	Chips,Baked, Ruffles Ched & SC	64/cs		\$26.9800	\$5,396.00
5	case	8202	Chips , Fritos Corn	120's		\$17.9500	\$89.75
5	case	8201	Chips, Potato Plain Lays	120		\$16.8400	\$84.20
5	case	8253	Chips, Baked Doritos Nacho	88/cs		\$25.4500	\$127.25
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota	150's		\$24.5400	\$122.70
50	case	8145	Pretzels, Classic Rold Gold	120/.5oz/cs		\$16.8400	\$842.00
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's	2pk/12-6		\$35.3200	\$176.60
5	case	7237	Poptart, Strawberry IW Kellogg's	2pk/72-3.6		\$35.3200	\$176.60
100	case	20209	Soup, Beef Nissins	12/case		\$3.5500	\$355.00
200	case	20207	Soup, Chicken Nissins	12/case		\$3.5500	\$710.00
100	case	20203	Soup, Shrimp Nissins	12/case		\$3.5500	\$355.00
100	case	11084	Gatorade W/Mouth	24/20oz.		\$22.6800	\$2,268.00
300	case	11082	Gatorade 24/12oz bottle	Assrtd.		\$16.5900	\$4,977.00
50	case	11077	Juice, Apple Welch's	24/11.5oz./case		\$13.5000	\$675.00
50	case	11085	Juice, Grape Welch's	24/11.5oz./case		\$13.5000	\$675.00
50	case	11032	Water, Splash Wildberry	24/16.9oz.		\$8.4300	\$421.50
200	case	11047	Water, Bottled Pure Life	24/16.9oz		\$4.2700	\$854.00
50	case	3057	Rice Krispies, Mini Squares, Kellogs	600/case		\$81.8200	\$4,091.00
						Sales Tax:	\$0.00
						P.O. Total:	\$31,510.20

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160487	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	8011	Corn Nuts Chili Picante	4/36ct/case		\$48.4700	\$969.40
5	case	8007	Corn Nuts Reg	4/36ct/case		\$48.4700	\$242.35
30	case	8010	Corn Nuts,Ranch	4/36ct/case		\$48.4700	\$1,454.10
5	case	8008	Corn Nuts B.B.Q.	4/36ct/case		\$48.4700	\$242.35
30	Case	8258	Chips, Baked Doritos Nacho	64/cs		\$26.9800	\$809.40
100	Case	8259	Chips, Baked Cheetos Flaming Hot	64/cs		\$26.9800	\$2,698.00
100	case	8261	Chips, BBQ Baked, KC Masterpiece	64/cs		\$26.9800	\$2,698.00
200	case	8146	Chips,Baked, Ruffles Ched & SC	64/cs		\$26.9800	\$5,396.00
5	case	8202	Chips , Fritos Corn	120's		\$17.9500	\$89.75

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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.	160487	11/25/2013	6/30/2014			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
5	case	8201	Chips, Potato Plain Lays 120	\$16.8400	\$84.20
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$25.4500	\$127.25
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$24.5400	\$122.70
50	case	8145	Pretzels, Classic Rold Gold 120/.5oz/cs	\$16.8400	\$842.00
5	case	7238	Poptart, Cin-BrnSgr 1W Kellogg's 2pk/12-6	\$35.3200	\$176.60
5	case	7237	Poptart, Strawberry 1W Kellogg's 2pk/72-3.6	\$35.3200	\$176.60
100	case	20209	Soup, Beef Nissins 12/case	\$3.5500	\$355.00
200	case	20207	Soup, Chicken Nissins 12/case	\$3.5500	\$710.00
100	case	20203	Soup, Shrimp Nissins 12/case	\$3.5500	\$355.00
100	case	11084	Gatorade W/Mouth 24/20oz.	\$22.6800	\$2,268.00
300	case	11082	Gatorade 24/12oz bottle Assrtd.	\$16.5900	\$4,977.00
50	case	11077	Juice, Apple Welch's 24/11.5oz./case	\$13.5000	\$675.00
50	case	11085	Juice, Grape Welch's 24/11.5oz./case	\$13.5000	\$675.00
50	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$421.50
200	case	11047	Water, Bottled Pure Life 24/16.9oz.	\$4.2700	\$854.00
50	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$81.8200	\$4,091.00

Sales Tax: \$0.00
P.O. Total: \$31,510.20

Gold Star Foods Inc.	160488	11/25/2013	6/30/2014			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
20	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$48.4700	\$969.40
5	case	8007	Corn Nuts Reg 4/36ct/case	\$48.4700	\$242.35
30	case	8010	Corn Nuts,Ranch 4/36ct/case	\$48.4700	\$1,454.10
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$48.4700	\$242.35
30	Case	8258	Chips, Baked Doritos Nacho 64/cs	\$26.9800	\$809.40
100	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$26.9800	\$2,698.00
100	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs	\$26.9800	\$2,698.00
200	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$26.9800	\$5,396.00
5	case	8202	Chips , Fritos Corn 120's	\$17.9500	\$89.75
5	case	8201	Chips, Potato Plain Lays 120	\$16.8400	\$84.20
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$25.4500	\$127.25
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$24.5400	\$122.70
50	case	8145	Pretzels, Classic Rold Gold 120/.5oz/cs	\$16.8400	\$842.00
5	case	7238	Poptart, Cin-BrnSgr 1W Kellogg's 2pk/12-6	\$35.3200	\$176.60
5	case	7237	Poptart, Strawberry 1W Kellogg's 2pk/72-3.6	\$35.3200	\$176.60
100	case	20209	Soup, Beef Nissins 12/case	\$3.5500	\$355.00
200	case	20207	Soup, Chicken Nissins 12/case	\$3.5500	\$710.00
100	case	20203	Soup, Shrimp Nissins 12/case	\$3.5500	\$355.00
100	case	11084	Gatorade W/Mouth 24/20oz.	\$22.6800	\$2,268.00
300	case	11082	Gatorade 24/12oz bottle Assrtd.	\$16.5900	\$4,977.00
50	case	11077	Juice, Apple Welch's 24/11.5oz./case	\$13.5000	\$675.00
50	case	11085	Juice, Grape Welch's 24/11.5oz./case	\$13.5000	\$675.00
50	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$421.50
200	case	11047	Water, Bottled Pure Life 24/16.9oz.	\$4.2700	\$854.00
50	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$81.8200	\$4,091.00

Sales Tax: \$0.00
P.O. Total: \$31,510.20

Gold Star Foods Inc.	160489	11/25/2013	6/30/2014			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
50	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$48.4700	\$2,423.50
5	case	8007	Corn Nuts Reg 4/36ct/case	\$48.4700	\$242.35
50	case	8010	Corn Nuts,Ranch 4/36ct/case	\$48.4700	\$2,423.50
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$48.4700	\$242.35
100	Case	8258	Chips, Baked Doritos Nacho 64/cs	\$26.9800	\$2,698.00

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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.	160489	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
300	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$26.9800	\$8,094.00		
300	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs	\$26.9800	\$8,094.00		
300	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$26.9800	\$8,094.00		
5	case	8202	Chips , Fritos Corn 120's	\$17.9500	\$89.75		
5	case	8201	Chips, Potato Plain Lays 120	\$16.8400	\$84.20		
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$25.4500	\$127.25		
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$24.5400	\$122.70		
50	case	8145	Pretzels, Classic Rold Gold 120/.5oz/cs	\$16.8400	\$842.00		
5	case	7238	Poptart, Cin-BrnSgr 1W Kellogg's 2pk/12-6	\$35.3200	\$176.60		
5	case	7237	Poptart, Strawberry 1W Kellogg's 2pk/72-3.6	\$35.3200	\$176.60		
100	case	20209	Soup, Beef Nissins 12/case	\$3.5500	\$355.00		
300	case	20207	Soup, Chicken Nissins 12/case	\$3.5500	\$1,065.00		
100	case	20203	Soup, Shrimp Nissins 12/case	\$3.5500	\$355.00		
100	case	11084	Gatorade W/Mouth 24/20oz.	\$22.6800	\$2,268.00		
300	case	11082	Gatorade 24/12oz bottle Assrtd.	\$16.5900	\$4,977.00		
50	case	11077	Juice, Apple Welch's 24/11.5oz./case	\$13.5000	\$675.00		
50	case	11085	Juice, Grape Welch's 24/11.5oz./case	\$13.5000	\$675.00		
50	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$421.50		
200	case	11047	Water, Bottled Pure Life 24/16.9oz	\$4.2700	\$854.00		
50	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$81.8200	\$4,091.00		
Sales Tax:							\$0.00
P.O. Total:							\$49,667.30

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160490	11/25/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
100	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$48.4700	\$4,847.00		
5	case	8007	Corn Nuts Reg 4/36ct/case	\$48.4700	\$242.35		
100	case	8010	Corn Nuts,Ranch 4/36ct/case	\$48.4700	\$4,847.00		
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$48.4700	\$242.35		
100	Case	8258	Chips, Baked Doritos Nacho 64/cs	\$26.9800	\$2,698.00		
300	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$26.9800	\$8,094.00		
300	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs	\$26.9800	\$8,094.00		
400	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$26.9800	\$10,792.00		
5	case	8202	Chips , Fritos Corn 120's	\$17.9500	\$89.75		
5	case	8201	Chips, Potato Plain Lays 120	\$16.8400	\$84.20		
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$25.4500	\$127.25		
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$24.5400	\$122.70		
50	case	8145	Pretzels, Classic Rold Gold 120/.5oz/cs	\$16.8400	\$842.00		
5	case	7238	Poptart, Cin-BrnSgr 1W Kellogg's 2pk/12-6	\$35.3200	\$176.60		
5	case	7237	Poptart, Strawberry 1W Kellogg's 2pk/72-3.6	\$35.3200	\$176.60		
100	case	20209	Soup, Beef Nissins 12/case	\$3.5500	\$355.00		
300	case	20207	Soup, Chicken Nissins 12/case	\$3.5500	\$1,065.00		
100	case	20203	Soup, Shrimp Nissins 12/case	\$3.5500	\$355.00		
100	case	11084	Gatorade W/Mouth 24/20oz.	\$22.6800	\$2,268.00		
500	case	11082	Gatorade 24/12oz bottle Assrtd.	\$16.5900	\$8,295.00		
100	case	11077	Juice, Apple Welch's 24/11.5oz./case	\$13.5000	\$1,350.00		
100	case	11085	Juice, Grape Welch's 24/11.5oz./case	\$13.5000	\$1,350.00		
50	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$421.50		
500	case	11047	Water, Bottled Pure Life 24/16.9oz	\$4.2700	\$2,135.00		
200	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$81.8200	\$16,364.00		
Sales Tax:							\$0.00
P.O. Total:							\$75,434.30

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160491	12/2/2013	12/6/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
29	case	30347	Roll,Dinner,WhlcWheat GS#100634 DoBake 120/case	\$21.5300	\$624.37		

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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.	160491	12/2/2013	12/6/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
60	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs		\$25.9700	\$1,558.20	
30	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J 200's		\$32.6700	\$980.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,162.67
Gold Star Foods Inc.	160492	12/2/2013	12/6/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	1	1	low sodium chicken base gs#300146		\$42.8400	\$214.20	
						Sales Tax:	\$0.00
						P.O. Total:	\$214.20
Gold Star Foods Inc.	160493	12/3/2013	12/20/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
24	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769		\$36.9400	\$886.56	
5	case	4304	Sauce BBQ Packet, #202338 Sona Hollen 500/12g.		\$13.0900	\$65.45	
						Sales Tax:	\$0.00
						P.O. Total:	\$952.01
Gold Star Foods Inc.	160497	12/5/2013	12/5/2013	12/6/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3	cs	1	gs#200550 lemon Juice 4/1 gal per case		\$28.1000	\$84.30	
						Sales Tax:	\$0.00
						P.O. Total:	\$84.30
Gold Star Foods Inc.	160498	12/6/2013	12/6/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	cs	1	low sodium chicken base 6/1# gs#300146		\$42.8400	\$214.20	
						Sales Tax:	\$0.00
						P.O. Total:	\$214.20
Gold Star Foods Inc.	160499	12/6/2013	12/20/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
73	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356		\$51.1000	\$3,730.30	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,730.30
Gold Star Foods Inc.	160510	12/11/2013	12/6/2013	12/13/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
65	case	8264	Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011		\$28.1700	\$1,831.05	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,831.05
Gold Star Foods Inc.	160516	12/16/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	each	1	thyme leaves gs#202000 12/9oz		\$2.8400	\$2.84	
2	each	2	Chili Powder gs#202030 5lb		\$18.7200	\$37.44	
4	each	4	ginger gs#202044 1lb		\$4.2200	\$16.88	
3	each	5	granulated garlic gs#202038 5lb		\$15.4100	\$46.23	
2	each	6	crushed red pepper gs#202064 3.5lb		\$12.9200	\$25.84	
3	each	7	basil flakes gs#202026 6oz		\$2.1400	\$6.42	
						Sales Tax:	\$0.00
						P.O. Total:	\$135.65
Gold Star Foods Inc.	160517	12/16/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	

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Gold Star Foods Inc.	160517	12/16/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	4454	Sugar, Packet #200498 2000pkt	\$12.4200	\$24.84		
3	ca	4007	Cumin Ground, Pacific Spice #202036 5#	\$19.3800	\$58.14		
2	case	11076	Juice, Lemon GS# 200550 4/1 gal.	\$28.1000	\$56.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$139.18
Gold Star Foods Inc.	160519	12/16/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	4111	Chckn Base,GS#300146 LowSodium Knorr 6/1#tub/case	\$42.8400	\$171.36		
12	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$40.6100	\$487.32		
8	case	30347	Roll,Dinner,WholeWheat GS#100634 DoBake 120/case	\$21.5300	\$172.24		
30	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J 200's	\$32.6700	\$980.10		
29	case	56701	Chicken,Teriyaki,GS#401781,33.75#cs,Lings#11102-5	\$69.8000	\$2,024.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,835.22
Gold Star Foods Inc.	160520	12/16/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
77	cs	1	reduced sodium chili cheese dog gs#401819	\$50.9000	\$3,919.30		
113	cs	2	Beef Taco stick gs#401804	\$24.9600	\$2,820.48		
68	cs	3	bean,cheese,salsa burrito gs#403688	\$58.1800	\$3,956.24		
16	cs	4	fortune cookie gs#202204	\$24.0300	\$384.48		
						Sales Tax:	\$0.00
						P.O. Total:	\$11,080.50
Gold Star Foods Inc.	160522	12/18/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
9	case	56102	Muffin Top, GS#403294, Apple Cin BV#63110 60 ct.	\$24.4100	\$219.69		
11	case	30341	Waffle, GS#134252, Blueberry Smuckers#33661 72 ct	\$35.0500	\$385.55		
10	case	59601	Burrito, Chorizo&Egg GS#110644 54ct Arizona Gold	\$32.1100	\$321.10		
16	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W	\$32.8800	\$526.08		
5	case	30349	Toast, GS#100978, Cinnamon Integ#411000 120ct.	\$33.9500	\$169.75		
14	case	30345	Waffles,Mini Maple GS#71281 Eggo IW 72ct.	\$30.7300	\$430.22		
4	case	56033	Burrito, GS#403432, B&C Breakfast 120 ct.	\$48.6500	\$194.60		
3	case	56103	Muffin Top, GS#403285, Blueberry BV#63130 60ct.	\$23.3100	\$69.93		
3	case	55106	French Toast GS#401546 Cinn Glzd SF,IW 100/3.25oz.	\$47.7900	\$143.37		
30	case	7210	Bun,Honey Nemo's GS#102238 #20100 60/cs	\$23.6900	\$710.70		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,170.99
Gold Star Foods Inc.	160523	12/18/2013	12/18/2013	1/3/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	case	7555	Cookie,ChocChip, Red Fat IW, BV#70660 90/2oz.	\$28.7400	\$862.20		
15	case	54011	Max Sticks, Mozz Gilardi ,86/3.86oz , GS#400780	\$42.5200	\$637.80		
3	EA	4017	Black Pepper, Pacific Spice #202016 5#	\$30.7400	\$92.22		
7	case	4111	Chckn Base,GS#300146 LowSodium Knorr 6/1#tub/case	\$42.8400	\$299.88		
10	cs	55062	Chicken Burger,Tyson Smkd 174/2.8oz/cs, GS#401598	\$45.8400	\$458.40		
15	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942	\$51.5700	\$773.55		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,124.05
Gold Star Foods Inc.	160524	12/18/2013	1/10/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
60	case	4312	Catsup Packet, Hollens #202485 1000/9gm	\$17.4100	\$1,044.60		
10	cs	4241	Sauce,Bosco Pizza cups #202546 100/2oz.	\$29.0900	\$290.90		

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Gold Star Foods Inc.	160524	12/18/2013	1/10/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
30	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.		\$36.2500	\$1,087.50	
					Sales Tax:	\$0.00	
					P.O. Total:	\$2,423.00	
Gold Star Foods Inc.	160525	12/18/2013	1/31/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
60	case	4312	Catsup Packet, Hollens #202485 1000/9gm		\$17.4100	\$1,044.60	
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,044.60	
Gold Star Foods Inc.	160527	12/18/2013	1/3/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
92	case	380114	Dinner Meal, Power, GS#203032 30 ct.		\$49.8000	\$4,581.60	
92	case	380113	Dinner Meal, Energizer GS#203033 30ct		\$49.8000	\$4,581.60	
					Sales Tax:	\$0.00	
					P.O. Total:	\$9,163.20	
Gold Star Foods Inc.	160528	12/18/2013	1/7/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz		\$10.2300	\$1,145.76	
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz		\$10.2300	\$1,145.76	
112	case	11123	Juice,Orange Tangerine Apple&Eve#84523TPF 36/6.75oz		\$10.2300	\$1,145.76	
					Sales Tax:	\$0.00	
					P.O. Total:	\$3,437.28	
Gold Star Foods Inc.	160529	12/18/2013	1/7/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
55	case	380115	Dinner Meal, Chipotle Mix, GS#303524 24 ct.		\$43.7500	\$2,406.25	
46	case	380114	Dinner Meal, Power, GS#203032 30 ct.		\$49.8000	\$2,290.80	
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,697.05	
Gold Star Foods Inc.	160530	12/18/2013	12/10/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	cs	8019	Chez, Strawberry Yogurt # 0959 60/1.2oz.		\$21.0800	\$42.16	
					Sales Tax:	\$0.00	
					P.O. Total:	\$42.16	
Gold Star Foods Inc.	160531	12/18/2013	1/10/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
19	cs	1	Soy butter & S jelly sandwich gs#134431		\$84.6300	\$1,607.97	
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,607.97	
Gold Star Foods Inc.	160532	12/18/2013	1/10/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
55	case	380118	Dinner Meal,Cheese Plate, GS#303526 24 ct.		\$42.0000	\$2,310.00	
					Sales Tax:	\$0.00	
					P.O. Total:	\$2,310.00	
Vendor Total:						\$317,936.91	

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P & R Paper Supply Company, Inc.	160447	11/19/2013	11/19/2013		11/20/2013		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	84303	Cup, 9oz Clear FAB-KC90F 20/50/CS	\$64.4900	\$644.90		
10	case	84804	Lid, Flat No Slot FAB-LKC1220F 1000/case	\$31.0300	\$310.30		
4	case	82003	Fork Wh Plastic Med Wt National 406010 1000/case	\$5.2500	\$21.00		
5	case	81005	Bag #8 white sand STW-08WC 2/M (HASHBROWNS)	\$14.9800	\$74.90		
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #CW182	\$14.0300	\$28.06		
10	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$8.8000	\$88.00		
5	case	83001	Plate, 6" Styro GenPak 80600 8/125/case	\$16.0000	\$80.00		
Sales Tax:							\$2.24
P.O. Total:							\$1,249.40
P & R Paper Supply Company, Inc.	160477	11/25/2013	12/17/2013		12/3/2013		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	85008	Bowl, 22oz Pactiv THJ-0022 500/case	\$21.1500	\$211.50		
10	case	85208	Lid Clear Dome 12&22 Sol Pak CDL065 1000/case	\$23.9500	\$239.50		
Sales Tax:							\$0.00
P.O. Total:							\$451.00
P & R Paper Supply Company, Inc.	160495	12/5/2013	12/5/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	83303	Plate, 7.5", clear 216/case	\$46.1100	\$92.22		
5	case	83301	Plates, 6" Edris PPL6CLR 240/case	\$28.0000	\$140.00		
Sales Tax:							\$0.00
P.O. Total:							\$232.22
P & R Paper Supply Company, Inc.	160496	12/5/2013	12/5/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	cs	1	Sterno, Safe Heat 2-hr Gel 72/cs CLC-20108	\$57.6000	\$230.40		
Sales Tax:							\$18.43
P.O. Total:							\$248.83
Vendor Total:							\$2,181.45
							^
Industrial Electric	160526	12/18/2013	12/18/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimate cost of repair	\$300.0000	\$300.00		
Sales Tax:							\$0.00
P.O. Total:							\$300.00
Vendor Total:							\$300.00
							^
Swisher	160518	12/16/2013	12/16/2013		1/3/2014		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	each	70031	CLOR-RIGHT 5 gal.	\$41.5800	\$41.58		
26	case	70019	Sanitizer Clear Quat 2.5 gal.	\$58.7400	\$1,527.24		
Sales Tax:							\$125.51
P.O. Total:							\$1,694.33
Vendor Total:							\$1,694.33
							^

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	160462	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
Sales Tax:						\$0.00
P.O. Total:						\$4,553.50
Hollandia Dairy	160463	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
Sales Tax:						\$0.00
P.O. Total:						\$4,553.50
Hollandia Dairy	160464	11/25/2013	11/25/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
Sales Tax:						\$0.00
P.O. Total:						\$4,553.50
Hollandia Dairy	160465	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
Sales Tax:						\$0.00
P.O. Total:						\$4,553.50
Hollandia Dairy	160466	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	

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Hollandia Dairy	160466	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160467	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160468	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,824.00	
5000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$1,070.50	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,704.80	
2500	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$357.00	
2500	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$262.50	
2500	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$287.50	
2500	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$325.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,882.30
Hollandia Dairy	160469	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160470	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	

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Hollandia Dairy	160470	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160471	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,824.00	
5000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$1,070.50	
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$2,131.00	
2500	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$357.00	
2500	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$262.50	
2500	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$287.50	
2500	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$325.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,308.50
Hollandia Dairy	160472	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$2,280.00	
5000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$1,070.50	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,704.80	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,091.90
Hollandia Dairy	160473	11/25/2013	11/25/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160474	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,824.00	
5000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$1,070.50	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,704.80	
2500	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$357.00	
2500	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$262.50	
2500	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$287.50	
2500	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$325.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	

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Hollandia Dairy	160474	11/25/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$0.00
						P.O. Total:	\$5,882.30
Hollandia Dairy	160475	11/25/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30		
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60		
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60		
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00		
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00		
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,553.50
Hollandia Dairy	160476	11/25/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
14000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$3,192.00		
6000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$1,284.60		
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$639.30		
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60		
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00		
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00		
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$6,152.50
Hollandia Dairy	160478	11/25/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30		
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60		
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60		
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00		
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00		
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,553.50
Hollandia Dairy	160479	11/25/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30		
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60		
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60		
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00		
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00		
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,553.50

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Hollandia Dairy	160480	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160481	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,824.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,781.50
Hollandia Dairy	160482	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$1,596.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
6000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$1,278.60	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,553.50
Hollandia Dairy	160484	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2280	\$684.00	
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2141	\$642.30	
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2131	\$639.30	
2000	EA	997077	Juice, Orange 4oz #3770	\$0.1428	\$285.60	
2000	EA	997022	Juice, Apple 4oz #3771	\$0.1050	\$210.00	
2000	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1150	\$230.00	
2000	EA	997025	Juice, Wildcherry 4oz #3774	\$0.1300	\$260.00	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
10	CS	997094	Cottage Cheese, Low Fat, 5lb. #2044, 4/cs	\$10.3589	\$103.59	
10	EA	997014	Sour Cream 5-LB #2161	\$6.6955	\$66.96	
50	CS	997093	Yogurt Yami Assstd 4oz 48/case #2185	\$13.8380	\$691.90	
20	case	997090	Yogurt, Quart Assrtd	\$2.9000	\$58.00	
50	EA	997092	Yogurt Vanilla 32lb #2700	\$31.8316	\$1,591.58	
50	EA	997095	Yogurt, Lowfat Strawberry, 32lb #2705	\$33.3036	\$1,665.18	
10	CS	997017	Cream Cheese 100/1 oz cup/cs #5894	\$19.2500	\$192.50	
5	EA	2167	Sour Cream, PT	\$2.9491	\$14.75	
3	EA	5889	Cream Cheese 3#	\$8.6000	\$25.80	

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Hollandia Dairy	160484	11/25/2013	12/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	EA	1614	Half & half, Qt.	\$2.2319	\$6.70	
3	CS	3427	Creamer, Coffee H.D. 3/8oz 400/CS	\$9.1300	\$27.39	
3	CS	3435	Creamer, French Vanilla 1/2oz 288/CS	\$19.0400	\$57.12	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,503.66
					Vendor Total:	\$106,351.66
Petty Cash	160456	11/22/2013	11/22/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Food Expense	\$91.1100	\$91.11	
					Sales Tax:	\$0.00
					P.O. Total:	\$91.11
Petty Cash	160507	12/9/2013	12/9/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Supplies Expense	\$68.0300	\$68.03	
					Sales Tax:	\$0.00
					P.O. Total:	\$68.03
					Vendor Total:	\$159.14 ^
U.S. Foodservice, Inc.	160451	11/21/2013	11/27/2013	12/4/2013		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	cs	70028	Cleanser Ajax #7353212 24/21 oz.	\$22.9200	\$22.92	
					Sales Tax:	\$1.83
					P.O. Total:	\$24.75
U.S. Foodservice, Inc.	160452	11/21/2013	12/4/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	7001	Cracker, Saltines Unsalted Nabisco 2pk 500 ct	\$11.3800	\$170.70	
8	case	8016	Munchie Kid's Mix, Quaker #80340 104/ .88 oz.	\$28.0700	\$224.56	
					Sales Tax:	\$0.00
					P.O. Total:	\$395.26
U.S. Foodservice, Inc.	160521	12/16/2013	12/16/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
120	case	3102	Milk White, LowFat, Moo Mates#5933452 27/case	\$8.5500	\$1,026.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,026.00
					Vendor Total:	\$1,446.01 ^
Sunrise Produce Company	160457	11/22/2013	12/2/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$795.00	
9	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$182.25	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	

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Sunrise Produce Company	160457	11/22/2013	12/2/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	BG	999216	Salad Mix, 4-way 5#/bag	\$2.9500	\$5.90		
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80		
2	BG	999208	Carrot Coin, 5LB/bag	\$8.0000	\$16.00		
1	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$19.85		
1	BG	999210	Celery Sticks Loose 4x1/2" 5#/BG	\$6.8500	\$6.85		
4	EA	999006	Cucumber, ea	\$0.5920	\$2.37		
7	BG	999117	Fajita Mix, Sliced 1/4" 5#/BG	\$14.6500	\$102.55		
3	EA	999213	Lettuce, Green Leaf EA	\$1.0440	\$3.13		
4	EA	999010	Lettuce, Romaine EA	\$1.1350	\$4.54		
1	UN	999093	Pepper, Bell Green Choppers 1#/UN	\$0.8140	\$0.81		
2	LB	999061	Tomato, Repack 5x6 1-lb	\$1.3480	\$2.70		
11	CS	999045	Pineapple-Wedges, 50/2.8oz/CS	\$44.7000	\$491.70		
3	CS	999264	Apple, GrannySmith Sliced 200/2oz CS	\$46.5000	\$139.50		
Sales Tax:							\$0.00
P.O. Total:							\$1,787.90
							<input type="checkbox"/>
Sunrise Produce Company	160458	11/22/2013	12/3/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$212.00		
27	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$553.50		
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50		
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95		
Sales Tax:							\$0.00
P.O. Total:							\$970.95
							<input type="checkbox"/>
Sunrise Produce Company	160459	11/22/2013	12/4/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	CS	03425	Potatoes-Russet 60ct/CS	\$17.6500	\$17.65		
2	BG	999203	Broccoli Florets 5#/bag	\$6.7500	\$13.50		
1	CS	999011	Lettuce, Romaine 12ct/CS	\$14.4740	\$14.47		
4	LB	999078	Mushroom, Medium 1#	\$5.4000	\$21.60		
2	EA	01896	Cabbage-Napa EA	\$2.0150	\$4.03		
1	EA	999263	Cabbage, Red 1/EA	\$1.7280	\$1.73		
7	EA	999005	Cilantro, 1BU/EA	\$0.3500	\$2.45		
2	LB	999061	Tomato, Repack 5x6 1-lb	\$1.4920	\$2.98		
1	LB	999115	Pepper, Chile Jalapeno LB	\$0.8500	\$0.85		
10	EA	999111	Avocado,1/ EA	\$1.0450	\$10.45		
4	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$81.00		
7	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$82.60		
26	CS	999041	Orange, Choice 138ct/CS	\$18.7000	\$486.20		
2	LB	999246	Onions, Red Jumbo 1LB	\$0.7640	\$1.53		
4	CS	999034	Grapes, Red Cello 150/2.25oz/CS	\$60.6500	\$242.60		
10	CS	999054	Orange, Wedges 50/3oz/CS	\$21.7500	\$217.50		
8	LU	999039	Kiwi, Bulk 19#/LU	\$24.2000	\$193.60		
Sales Tax:							\$0.00
P.O. Total:							\$1,394.74
							<input type="checkbox"/>
Sunrise Produce Company	160460	11/22/2013	12/5/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$397.50		
2	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$5.90		
1	BG	999216	Salad Mix, 4-way 5#/bag	\$2.9500	\$2.95		
5	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$101.25		
2	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$41.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160460	11/22/2013	12/5/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$548.60
Sunrise Produce Company	160461	11/22/2013	12/6/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
20	CS	999030	Apple, Red Variety 138ct/CS			\$26.5000 \$530.00
1	CS	999235	Salad Mix, 4-way 4/5lb/cs			\$11.8000 \$11.80
				Sales Tax:		\$0.00
				P.O. Total:		\$541.80
Sunrise Produce Company	160502	12/6/2013	12/9/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
10	CS	999030	Apple, Red Variety 138ct/CS			\$26.5000 \$265.00
2	CS	999130	Banana, Petite GreenTip 40#/cs			\$20.5000 \$41.00
2	BG	999203	Broccoli Florets 5#/bag			\$6.7500 \$13.50
2	CS	999266	Broccoli Florets, 4/5LB CS			\$27.0000 \$54.00
15	CS	999023	Carrot, Baby Peeled 100/3oz. CS			\$20.2500 \$303.75
2	BG	999287	Lettuce, Shredded 5LB/bag			\$2.9500 \$5.90
1	CS	999001	Carrot Coins, 4/5lb CS			\$19.8500 \$19.85
37	EA	999006	Cucumber, ea			\$0.5470 \$20.24
6	EA	999005	Cilantro, 1BU/EA			\$0.3500 \$2.10
7	BG	999117	Fajita Mix, Sliced 1/4" 5#/BG			\$14.6500 \$102.55
37	LU	999039	Kiwi, Bulk 19#/LU			\$24.2000 \$895.40
6	LB	999246	Onions, Red Jumbo 1LB			\$0.7380 \$4.43
2	UN	999016	Pepper, Bell Green Choppers 5#/UN			\$4.0690 \$8.14
1	LB	999061	Tomato, Repack 5x6 1-lb			\$1.4920 \$1.49
2	TR	999035	Cantaloupe, Chunk 1" 5#/Tray			\$14.3500 \$28.70
2	TR	999070	Pineapple Chunks, 1" 5#/Tray			\$16.2500 \$32.50
1	CS	999072	Tomato-Grape Bulk 20#/CS			\$27.6000 \$27.60
1	BG	999243	Radish, Cleaned & Qtrd 5#/BG			\$13.6500 \$13.65
2	LB	999078	Mushroom, Medium 1#			\$5.4000 \$10.80
1	BG	999209	Cauliflower Florets 5#/bag			\$8.5000 \$8.50
2	BG	999210	Celery Sticks Loose 4x1/2" 5#/BG			\$6.8500 \$13.70
1	CS	999214	Lettuce, Green Leaf 24ct/CS			\$14.4500 \$14.45
6	EA	999119	Onion, Red Jumbo 1 EA			\$0.4850 \$2.91
1	CE	999123	Tomato, Roma 25#/CS			\$20.6000 \$20.60
2	LU	999038	Grape, Red Seedless 18#/LU			\$22.6500 \$45.30
9	CS	999055	Orange, Wedges 60-4.75oz CS			\$48.7500 \$438.75
11	CS	999045	Pineapple-Wedges, 50/2.8oz/CS			\$44.7000 \$491.70
6	CS	09080	Jicama-Sticks96-2.75oz/CS			\$63.7500 \$382.50
10	CS	09084	Tomato-Grape 60-2.8oz/CS			\$62.4500 \$624.50
				Sales Tax:		\$0.00
				P.O. Total:		\$3,893.51
Sunrise Produce Company	160503	12/6/2013	12/10/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
1	BG	999287	Lettuce, Shredded 5LB/bag			\$2.9500 \$2.95
6	CS	999235	Salad Mix, 4-way 4/5lb/cs			\$11.8000 \$70.80
				Sales Tax:		\$0.00
				P.O. Total:		\$73.75
Sunrise Produce Company	160504	12/6/2013	12/11/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
4	CS	999130	Banana, Petite GreenTip 40#/cs			\$20.5000 \$82.00
18	CS	999121	Pear, Variety 150ct/CS			\$26.5000 \$477.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/19/2013 and 12/19/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160504	12/6/2013	12/11/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$19.85	
4	CS	999041	Orange, Choice 138ct/CS	\$18.7000	\$74.80	
2	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$40.50	
3	EA	999005	Cilantro, 1BU/EA	\$0.3500	\$1.05	
3	LB	999246	Onions, Red Jumbo 1LB	\$0.7380	\$2.21	
2	LB	999115	Pepper, Chile Jalapeno LB	\$0.8500	\$1.70	
3	BG	09886	Romaine-Chopped 2# BG	\$3.0000	\$9.00	
1	CS	04368	Lettuce-Spring Mix Sweet 3# CS	\$10.2000	\$10.20	
Sales Tax:						\$0.00
P.O. Total:						\$718.31
Sunrise Produce Company	160505	12/6/2013	12/12/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	
1	BG	999216	Salad Mix, 4-way 5#/bag	\$2.9500	\$2.95	
Sales Tax:						\$0.00
P.O. Total:						\$5.90
Sunrise Produce Company	160506	12/6/2013	12/13/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$265.00	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	
1	BG	999216	Salad Mix, 4-way 5#/bag	\$2.9500	\$2.95	
6	LU	999039	Kiwi, Bulk 19#/LU	\$24.2000	\$145.20	
3	CS	999264	Apple, GrannySmith Sliced 200/2oz CS	\$46.5000	\$139.50	
4	CS	999034	Grapes, Red Cello 150/2.25oz/CS	\$60.6500	\$242.60	
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50	
Sales Tax:						\$0.00
P.O. Total:						\$1,000.70
Sunrise Produce Company	160511	12/13/2013	12/16/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$212.00	
18	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$364.50	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	
2	BG	999216	Salad Mix, 4-way 5#/bag	\$2.9500	\$5.90	
1	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$19.85	
2	CS	03154	Cilantro, 30ct/CS	\$8.4500	\$16.90	
4	EA	999213	Lettuce, Green Leaf EA	\$1.0440	\$4.18	
2	EA	999010	Lettuce, Romaine EA	\$1.2080	\$2.42	
2	UN	04734	Onion-Red Jumbo 5#	\$4.6150	\$9.23	
1	CS	04485	Pepper-Chile Jalapeno 10#	\$8.4500	\$8.45	
Sales Tax:						\$0.00
P.O. Total:						\$646.37
Sunrise Produce Company	160512	12/13/2013	12/17/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	BG	999208	Carrot Coin, 5LB/bag	\$8.0000	\$8.00	
36	CS	999041	Orange, Choice 138ct/CS	\$23.7000	\$853.20	
10	CS	04708	Carrot-Baby Peeled 150/20oz	\$18.0000	\$180.00	
Sales Tax:						\$0.00
P.O. Total:						\$1,041.20
Sunrise Produce Company	160513	12/13/2013	12/18/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 11/19/2013 and 12/19/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160513	12/13/2013	12/18/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	CS	999030	Apple, Red Variety 138ct/CS			\$26.5000	\$53.00
						Sales Tax:	\$0.00
						P.O. Total:	\$53.00
Sunrise Produce Company	160514	12/13/2013	12/19/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	CS	999030	Apple, Red Variety 138ct/CS			\$26.5000	\$53.00
						Sales Tax:	\$0.00
						P.O. Total:	\$53.00
Sunrise Produce Company	160515	12/13/2013	12/20/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	CS	999030	Apple, Red Variety 138ct/CS			\$26.5000	\$53.00
						Sales Tax:	\$0.00
						P.O. Total:	\$53.00
						Vendor Total:	\$12,782.73
							^
Haz Party Rentals	160501	12/6/2013	12/9/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
34	each	1	60" round table			\$7.6500	\$260.10
34	each	2	90" round tablecloth			\$8.5500	\$290.70
340	each	3	white folding chair			\$1.1300	\$384.20
4	each	4	8 feet table			\$7.6500	\$30.60
4	each	5	8 feet drape cloth			\$15.3000	\$61.20
						Sales Tax:	\$0.00
						P.O. Total:	\$1,026.80
						Vendor Total:	\$1,026.80
							^

GRAND TOTAL \$ 483,636.09
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 90597 THROUGH 90964 FOR THE 2013/2014 SCHOOL YEAR.

Background: Board approval is requested for warrants numbered 90597 through 90964 for the 2013/2014 school year totaling \$893,039.00. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	759,922.80
12 Child Development	27,945.32
14 Deferred Maintenance	2,604.25
25 Capital Facilities	4,462.05
68 Workers' Compensation	92,071.40
81 Property/Liability Insurance	6,033.18
Total	\$893,039.00

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 90597 through 90964 for the 2013/2014 school year.

SH:SM:gs

CONSENT ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 10016 THROUGH 10067 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 10016 through 10067 for the 2013/2014 school year. The total amount presented for approval is \$588,372.38.

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 (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 10016 through 10067 for the 2013/2014 school year.

SH:KT:dlh

CONSENT ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 2 (OCTOBER 1, 2013 – DECEMBER 31, 2013)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	1	RESOLVED

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2013 – December 31, 2013).

MLD:nm
 Attachment

2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Fullerton School District

Person completing this form: Nina Mota

Title: Administrative Secretary

- | | | | |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 | July 1 to September 30, 2013 | Report due by October 31, 2013 |
| <input checked="" type="checkbox"/> | Quarter #2 | October 1 to December 31, 2013 | Report due by January 31, 2014 |
| <input type="checkbox"/> | Quarter #3 | January 1 to March 31, 2014 | Report due by April 30, 2014 |
| <input type="checkbox"/> | Quarter #4 | April 1 to June 30, 2014 | Report due by July 31, 2014 |

Date information will be reported publicly at governing board meeting: January 14, 2014

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	1	1	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	0	0	0
CAHSEE Intensive Instruction & Services (High school districts only)	N/A	N/A	N/A
TOTALS	1	1	0

Print name of Superintendent: Robert Pletka

Signature of Superintendent: _____

Date: _____

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

CONSENT ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: **APPROVE/RATIFY AGREEMENT WITH NIGRO & NIGRO, PC, TO PERFORM AUDITING SERVICES FOR THE FULLERTON SCHOOL DISTRICT FOR THE FISCAL YEARS 2013/2014 THROUGH 2015/2016**

Background: The District has retained the auditing services of Nigro & Nigro, PC, to perform the annual audit of the District's financial statements for several years. The Administration recommends entering into an agreement for an additional three years with Nigro & Nigro, PC.

Rationale: California Education Code section 41020 states that the County Superintendent of Schools shall provide for an audit of all funds under his/her jurisdiction and control. The Code also states that the governing board of each district shall either provide for an audit of the books and accounts of the district, or make arrangements with the County Superintendent of Schools having jurisdiction over the district to provide for such auditing.

Funding: Cost is not to exceed \$45,000.00 for the 2013/2014 fiscal year, \$45,000.00 for the 2014/2015 fiscal year, and \$45,000.00 for the 2015/2016 fiscal year from General Fund (01).

Recommendation: Approve/Ratify agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2013/2014 through 2015/2016.

SH:SM:gs
Attachment



July 9, 2013

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

We are pleased to confirm our understanding of the services we are to provide Fullerton School District for the fiscal years ended June 30, 2014 through 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Fullerton School District as of and for the fiscal years ended June 30, 2014 through 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards
- Other schedules and/or information as required by the State Controller's Office.

Audit Objectives

The objective of our audit is the expression of an opinion about whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

JEFF NIGRO, CPA, CFE • ELIZABETH NIGRO, CPA • CJ GAUSNER, CPA • KEVIN BUDNIAK, CPA, CFE

PH: 951-698-8783 | FAX: 951-699-1064 | 25220 HANCOCK AVE., STE. 400, MURRIS CA, 92562 | WEB: WWW.NIGROPC.COM

MEMBERS: CALIFORNIA SOCIETY OF CPAs • AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
GOVERNMENT AUDIT QUALITY CENTER • CALIFORNIA ASSOCIATION OF STATE GOVERNMENT EMPLOYEES • CALIFORNIA GOVERNMENTAL INSTITUTES

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- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grants agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and *Standards and Procedures for Audits of California K-12 Local Education Agencies* issued by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates

that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals,

funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Fullerton School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule

of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Nigro & Nigro and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

The maximum annual fee for auditing services under the terms of this agreement shall be as follows:

2013-2014 Fiscal Year Audit:	\$45,000
2014-2015 Fiscal Year Audit:	\$45,000
2015-2016 Fiscal Year Audit:	\$45,000

with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in GASB standards, *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the District during the period under this agreement, shall be in addition to the above maximum fee. In addition to such payment for auditing services, the auditor shall be reimbursed for such mileage as may be necessary, at the standard IRS rate. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

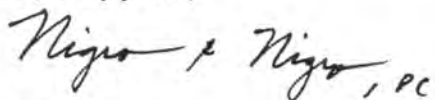
If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

The first period to be audited shall be for the fiscal year ended June 30, 2014, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 1 of each year. Additional extensions beyond 2016 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

We appreciate the opportunity to be of service to Fullerton School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Fullerton School District.

APPROVED:

Fullerton School District

Date

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR THE REGGIO INSPIRATION IN PUBLIC SCHOOLS, LEARNING OUTCOMES AND STANDARDIZED ASSESSMENT CONFERENCE ON JANUARY 16-18, 2014, IN TUCSON, ARIZONA, FOR MONIQUE BOSSE, ALISON NORDYKE, DANIELA ARBIZZI, ERIKA GOMEZ, SUSAN MERCADO, PAULA PITLUK, ESTELLA GRIMM, YAELAN CHOO, YOLANDA CASTILLO, YOLANDA MCCOMB, LESLIE TAYLOR, DENISE CARRILLO, JENNIFER SCHALLER, EVA ARREOLA, CLAUDIA JOHNSTON, AND MELISSA MOYER**

Background: Tucson Children's Project is hosting The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference, which is designed for all educators to advance their knowledge of the Reggio Emilia approach in public education. This conference was created based upon an inquiry by Fullerton School District Child Development Services as the Ochoa Magnet School in the Tucson Unified School District is Reggio inspired with similar demographics.

Rationale: Attendees will tour Reggio-inspired schools and be presented with research results on the Reggio Emilia approach and children's outcomes building upon prior knowledge to provide continuum of learning for preschool – 2nd grade. Child Development Services Supervisor, Education Services Coordinator, Visual & Performing Arts Coordinator, School Principals, and Transitional Kindergarten Teachers will share and utilize information with District and Child Development Services teachers and staff.

Funding: Cost not to exceed \$14,200.00 and is to be paid from Child Development budget #085.

Recommendation: Approve out-of-state conference for The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference on January 16-18, 2014, in Tucson, Arizona, for Monique Bosse, Alison Nordyke, Daniela Arbizzi, Erika Gomez, Susan Mercado, Paula Pitluk, Estella Grimm, Yaelan Choo, Yolanda Castillo, Yolanda McComb, Leslie Taylor, Denise Carrillo, Jennifer Schaller, Eva Arreola, Claudia Johnston, and Melissa Moyer.

MLD:MC:ln

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND PROCARE THERAPY, INC., FOR CONTRACTED SERVICES FROM DECEMBER 6, 2013 THROUGH JUNE 30, 2014**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs, which may include occupational therapy, speech therapy, physical therapy, behavioral intervention, etc.

The rates for this Nonpublic Agency are as follows:

Speech Language Pathologist	\$75.00-\$ 85.00/per hour
Speech Language Pathologist Assistant	\$60.00-\$ 70.00/per hour
Occupational Therapist	\$75.00-\$ 85.00/per hour
Certified Occupational Therapy Assistant	\$60.00-\$ 70.00/per hour
Psychologist	\$70.00-\$ 85.00/per hour
Registered Nurse	\$50.00-\$ 55.00/per hour

A copy of the contract is available in the Superintendent’s Office for review.

Rationale: Nonpublic Agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain specialized services.

Funding: Total cost is not to exceed \$15,000.00 to be paid from budget 0171054101-5866.

Recommendation: Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Procure Therapy, Inc., for contracted services from December 6, 2013 through June 30, 2014.

JM:DS:vh

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SUNBELT STAFFING, LLC, FOR CONTRACTED SERVICES FROM DECEMBER 9, 2013 THROUGH JUNE 30, 2014**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs, which may include occupational therapy, speech therapy, physical therapy, behavioral intervention, etc.

The rates for this Nonpublic Agency are as follows:

Speech Language Pathologist	\$70.00-\$85.00/per hour
Speech Language Pathologist Assistant	\$55.00-\$65.00/per hour
Occupational Therapist	\$70.00-\$85.00/per hour
Certified Occupational Therapy Assistant	\$55.00-\$65.00/per hour
Psychologist	\$70.00-\$85.00/per hour
Registered Nurse	\$60.00-\$70.00/per hour
Clinical Fellowship Year (CFY)	\$60.00-\$75.00/per hour

A copy of the contract is available in the Superintendent’s Office for review.

Rationale: Nonpublic Agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain specialized services.

Funding: Total cost is not to exceed \$15,000.00 to be paid from budget 0171054101-5866.

Recommendation: Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Sunbelt Staffing, LLC, for contracted services from December 9, 2013 through June 30, 2014.

JM:DS:vh

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND CAREERSTAFF UNLIMITED, INC., FOR CONTRACTED SERVICES FROM JANUARY 15, 2014 THROUGH JUNE 30, 2014**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs, which may include occupational therapy, speech therapy, physical therapy, behavioral intervention, etc.

The rates for this Nonpublic Agency are as follows:

Speech Language Pathologist	\$79.00/per hour
Speech Language Pathologist Assistant	\$55.00/per hour
Occupational Therapist	\$69.00/per hour
Certified Occupational Therapy Assistant	\$59.00/per hour
Psychologist	\$80.00/per hour

A copy of the contract is available in the Superintendent’s Office for review.

Rationale: Nonpublic Agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain specialized services.

Funding: Total cost is not to exceed \$20,000.00 to be paid from budget 0171054101-5866.

Recommendation: Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Careerstaff Unlimited, Inc., for contracted services from January 15, 2014 through June 30, 2014.

JM:DS:vh

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sam Ricchio, Assistant Director, Technology & Media Services

SUBJECT: **AUTHORIZE THE USE OF PIGGYBACKABLE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT NUMBER 3-13-70-2983A (GST) FOR THE PURCHASE OF AEROHIVE WIRELESS ACCESS POINTS AND AEROHIVE SWITCHING PRODUCTS AND INSTALLATION**

Background: In working with California Multiple Award Schedule (CMAS) vendors and Aerohive we have been able to secure some end of the year promotional pricing on wireless access points and switching products. The access points for classrooms as well as other district office buildings are of a dual frequency and dual radio type (2x2). Single radio access points have a disadvantage as they can only have one connection at a time. The existing Apple access points not only allow just one connection at a time, they also slow down the connection speed of the lowest speed device that is attached to them. The Aerohive switches are 1 Gig power over Ethernet switch with a 10 Gig link back to our core network.

A copy of the contract is available in the Superintendent's Office for review.

Rationale: With the Aerohive access points proposed, we will be able to have two connections simultaneously and at different speeds. We can fully support multiple older devices as well as newer ones without suffering network degradation. The Aerohive switches will help prevent any bottle neck back to the core of the network during heavy loads. It will also provide us with control and monitoring capabilities, better support for connection with the Apple TV's, and will allow us to use captive portal technology to better support BYOD implementations.

Funding: Cost is not to exceed \$474,560.28 to be paid from the Common Core Standards budget 382.

Recommendation: Authorize the use of piggybackable California Multiple Award Schedule (CMAS) contract number 3-13-70-2983A (GST) for the purchase of Aerohive wireless access points and Aerohive switching products and installation.

JM:SR:sg

State of California
MULTIPLE AWARD SCHEDULE
Golden Star Technology, Inc.
dba GST

CONTRACT NUMBER:	3-13-70-2983A
CMAS CONTRACT TERM:	08/30/2013 through 12/31/2015
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
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 maintenance. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further 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.

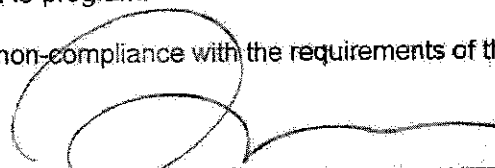
IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS

Cloud computing solutions are not allowed under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with a cloud application. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that only non-cloud products are purchased under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

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: 08/30/2013

JYOTI PATEL-OSBY, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
GST
CMAS NO. 3-13-70-2983A**

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.

EXCLUDED PRODUCTS AND/OR SERVICES

CLOUD products, related cloud services and repair services 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-088TR (COMPUTERWARE, INC.) with a GSA term of 09/21/2005 through 09/20/2015. 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
13063 163rd 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 Extension 8711
E-mail: 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.

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/ARRAand%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.

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
GST
CMAS NO. 3-13-70-2983A**

HOW TO USE CMAS CONTRACTS

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

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: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

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

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

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

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

3. Service and Delivery after Contract Expiration

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

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

GST

CMAS NO. 3-13-70-2983A

Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

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

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
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.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

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.

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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/

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

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

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or

other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RES) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

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

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

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

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

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

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

GST's California Contractor's License number is 928928. This is a Class C-7 license that is good through 02/28/2015.

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

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

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

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

PRODUCTIVE USE REQUIREMENTS

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

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

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

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

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

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

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

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

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

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

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. **Maximum Order Limitation:** For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

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requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

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

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

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

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

- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

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.

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

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

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

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

Contractor participation is voluntary.

PAYMENTS AND INVOICES

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:

www.dgs.ca.gov/ofs/Resources/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

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

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

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

5. Advance Payments

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

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

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

6. Credit Card

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. Buyers may contact the GS \$Mart™ Administrator, Pat

Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1855 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

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

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

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

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

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

CONTRACTOR QUARTERLY INCENTIVE FEES

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

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include

the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

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

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

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

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

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

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (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.

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AGENCY RESPONSIBILITY

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

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

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

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

ACCEPTANCE TESTING CRITERIA

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

SHIPPING INSTRUCTIONS

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

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

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) Q2 (Apr-Jun) Q3 (Jul-Sep) Q4 (Oct-Dec)

For Questions Regarding This Report Contact: _____

Name: _____

Phone Number: _____

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/Bs): \$ _____

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
GST
CMAS NO. 3-13-70-2983A**

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 corporation, limited liability partnership, 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 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.
- g) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- h) "Custom Software" means Software that does not meet the definition of Commercial Software.
- i) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier," "vendor" or other similar term.
- j) "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating 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.
- k) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
- l) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- m) "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.

- n) "Documentation" means nonproprietary 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 Documentation only to the extent that such materials are described in or required by the Statement of Work.
- o) "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).
- p) "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.
- q) "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.
- r) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- s) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- t) "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.
- u) "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.
- v) "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.
- w) "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.
- x) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- y) "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.
- z) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.
- za) "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.
- bb) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment

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

- 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.
- cc) "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.
 - dd) "Performance Testing Period" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
 - 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) "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
 - ll) "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.
 - mm) "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.
 - nn) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
 - oo) "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.
 - pp) "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) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of 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) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 - 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.

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

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- Should the State desire financing of the assets provided hereunder through GS Smart, 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) information technology 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) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess 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.

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

Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

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

- a) 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. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS - WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the Goods or services in question and end one (1) year thereafter. 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, 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, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

- b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of 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, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
- c) Unless otherwise specified in the Statement of Work:
 - (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) 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 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 Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve 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."

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

- 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, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
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, 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) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
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) 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 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.
- d) 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 sub-section a) above, may be exercised 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 shorter 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. 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 ruling in accordance with the Disputes Clause 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) 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 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) 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 two times 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 liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by 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) 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.

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28. **INDEMNIFICATION:** 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 Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation 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 Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
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; used or reconditioned Goods are prohibited, unless otherwise specified.
33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable

to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **DOCUMENTATION**
- a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, 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 on 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 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.

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- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA**
- a) 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. 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.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) 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.
- 39. 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 39a). 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 39a) will be conditional upon the following:
- i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, 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 Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- d) 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 or devices not made or furnished by the Contractor; or
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- e) 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,

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operation or maintenance of computer Software in violation of copyright laws.

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

41. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically

identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. 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 sub-section (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

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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.
44. **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.
45. **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.
46. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
47. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
48. **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.
49. **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;

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- (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 8359(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.
50. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
51. **SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
52. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
53. **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.
54. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
55. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
56. **USE TAX COLLECTION:** in accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of 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.
57. **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.
58. **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.
59. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
60. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a

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

"loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

61. 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.

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

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

prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

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

ii) Worker's Compensation Insurance

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.

63. CMAS - TERMINATION OF CMAS CONTRACT:

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

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

64. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
65. **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.
66. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
67. **CMAS -- CONFLICT OF INTEREST:**
- a) **Current State Employees (Public Contract Code Section 10410):**
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
 - b) **Former State Employees (Public Contract Code Section 10411):**
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.
68. **CMAS -- SUBCONTRACTING REQUIREMENTS:**
Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.
69. **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).
70. **CMAS -- LEASE (Lease Smart™):** If an agency desires to lease through Lease Smart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
71. **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.
72. **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.
73. **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)
INFORMATION TECHNOLOGY
PURCHASE SPECIAL PROVISIONS**

**TO BE USED WITH THE GENERAL PROVISIONS – IT,
DEVELOP AND INCLUDE A STATEMENT OF WORK**

1 Liquidated Damages

a. - General

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

b. Timing of Delivery

- I. Contractor will be liable for any liquidated damages for late performance (including late delivery) specified in the Statement of Work if Contractor fails to provide any subject service or deliver any subject Deliverable, ready for use in substantial conformance with its specifications, on or before the Delivery Dates in the Statement of Work. Unless otherwise specified in the Statement of Work: (A) such liquidated damages will stand in lieu of all other damages for such late performance or nonperformance; and (B) if the Contractor fails to provide a software Deliverable listed in the Statement of Work by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to the listed Software Deliverable.
- II. The State will pay additional monetary compensation for early performance to the extent specifically called for in the Statement of Work.

2 Title to Equipment

Unless otherwise specified in the Statement of Work, title to the Equipment shall remain in the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

3 Price Decline (Applicable to Third Party Contractors)

Prices quoted shall be the maximum for the Contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after Contract award, but prior to a third party Contractor taking title to the Equipment, and should the third party Contractor be the recipient of this manufacturer's price decline, it shall be passed on in total to the State by the third party Contractor. Any interest, finance, or other charges based on the Contract price will be recomputed using the original offer rates and the differences will also be passed to the State in total.

4 Price Decline (Applicable to Manufacturers)

Prices quoted shall be the maximum for the Contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after Contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the Contract price will be recomputed using the original offer rates and the differences will also be passed to the State in total.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) INFORMATION TECHNOLOGY MAINTENANCE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS - IT. DEVELOP AND INCLUDE A STATEMENT OF WORK.

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1 Maintenance of Equipment

The Contractor is responsible under this Contract to maintain the Equipment identified in the Statement of Work. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. Equipment maintenance shall be provided in accordance with this Contract, with the maintenance charges, Period of Maintenance Coverage, locations, etc. listed in the Statement of Work.

2 Exclusions

a. Maintenance service does not include:

- 1) Electrical work external to the Machines or maintenance of accessories, alterations, Attachments, or other devices not listed in the Statement of Work.
 - 2) Repair of damage or increase in service time caused by accident, disaster, which shall include, but not be limited to, fire, flood, water, wind, and lightning; transportation; neglect, misuse, fault or negligence of the State; and alterations, which shall include, but not be limited to, any deviation from Contractor's physical, mechanical, or electrical Machine design, and Attachments.
 - 3) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual-Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).
 - 4) Repair of damage or increase in service time attributable to the use of the Machines for other than the data processing purpose for which it was acquired.
 - 5) Furnishing plates, supplies or accessories; painting or refinishing the Machines or furnishing material therefore; inspecting Machines altered by other than Contractor; making specification changes or performing services connected with the relocation of Machines; or adding or removing accessories, Attachments or other devices.
 - 6) Such service which is impractical for Contractor to render because of alterations or connection by mechanical or electrical means to another Machine.
 - 7) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies or materials not meeting Contractor's specifications for such supplies or materials.
 - 8) Repair of damage or increase in service time caused by conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than the Contractor.
 - 9) Repair or maintenance by Contractor that is required to restore Equipment to proper operating condition after any person other than Contractor's employee had performed maintenance or otherwise repaired an item of Equipment.
- b. The Contractor may be required to perform repair or maintenance on excluded items in paragraph a, above. An additional charge for such repair or maintenance shall be at the established Contract rates in the Statement of Work, or if not stated, be at Contractor's applicable time and material rates and terms then in effect. The procedures for authorization of such maintenance may be the same as those for Remedial Maintenance outside of the Principle Period of Maintenance.

3 Responsibilities of the Contractor

- a. This maintenance service includes the following and may be further described in the Statement of Work:
- 1) Scheduled preventive maintenance based upon the specific needs of the individual Machines as determined by manufacturer.
 - 2) Unscheduled, on-call Remedial Maintenance. Such maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by the Contractor.
- b. Maintenance parts will be furnished by Contractor and will be new or equivalent to new in performance when used in these Machines. Replaced maintenance parts become the property of the Contractor.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
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MAINTENANCE SPECIAL PROVISIONS

- c. Preventive maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the manufacturer. Such schedules shall be in writing and shall specify the frequency and duration of preventive maintenance for the Equipment in the Statement of Work.
 - d. Remedial Maintenance shall be commenced promptly after notification by an authorized State representative that Equipment and/or software is inoperative.
- 4 Responsibilities of the State
- a. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the Equipment listed on the Statement of Work.
 - b. Unless mutually agreed to by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is governed by the terms of this Contract.
 - c. Subject to the State's security regulations, the Contractor shall have full and free access to the Machines to provide service thereon.
- 5 Maintenance Coverage
- a. Period of Maintenance Coverage:
 - 1) The State may select a period or periods of maintenance coverage, as stated in the Statement of Work, in accordance with the following:
 - (a) A minimum monthly maintenance charge entitles the State to maintenance coverage during the Principal Period of Maintenance.
 - (b) The State may select in lieu of the hours available for the minimum monthly maintenance charge, one or more of the optional periods of maintenance coverage for an additional charge as shown in the Statement of Work.
 - 2) The hours of maintenance coverage for a Machine on Monday through Friday shall be the same each day, and the hours on Saturday and Sunday shall be the same hours on all Saturdays or Sundays. All Machines covered under this Contract must have a simultaneous span of time within the selected periods of maintenance coverage, at least equal to the shortest period offered for any Machine in the system.
 - 3) The State may change its selected Period of Maintenance Coverage by giving Contractor fifteen (15) days prior written notice.
 - b. Preventive Maintenance (scheduled)

Preventive maintenance can either be performed within or outside of the Principal Period of Maintenance (PPM). An additional charge may be made for Preventive Maintenance to be performed outside of the PPM, as set forth in the Statement of Work. No additional charge shall be made for Preventive Maintenance that is to be performed within the PPM.
 - c. Remedial Maintenance (unscheduled)
 - 1) Remedial Maintenance shall be performed after notification by authorized State personnel that the Equipment is malfunctioning.
 - 2) The Contractor shall provide the State with a designated point of contact and will initiate the Remedial Maintenance.
 - 3) There shall be no additional maintenance charges for:
 - (a) Remedial Maintenance during the Period of Maintenance Coverage unless the Remedial Maintenance is due to the fault or negligence of the State.
 - (b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has been commenced.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
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MAINTENANCE SPECIAL PROVISIONS

- (c) Remedial Maintenance required because the scheduled preventive maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the Equipment.
- (d) For time of delay beyond the PPM, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the State.
- (e) The first hour of work performed when Remedial Maintenance service is requested during the covered period of maintenance and the actual work is begun outside such period.

6 Maintenance Charges

- a. The monthly maintenance charges described include all maintenance costs, and the State will pay no additional charges unless specifically set forth in this Contract. Maintenance rates shall be firm for the Contract period subject to any maximum annual maintenance escalation as set forth in the Statement of Work.
- b. Maintenance charges for fractions of a calendar month shall be computed at the rate of 1/30 of the applicable Total Monthly Maintenance Charge, for each day maintenance was provided.
- c. There will be no charge for travel expense associated with maintenance service or programming service under this Contract except that actual travel expenses will be charged in those instances where the site at which the Machine is located is not normally accessible by private automobile or scheduled public transportation.
- d. All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of Machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge or at Contractor's then applicable time and material charges, in connection with any Machines or programming supplied under this Contract, shall be subject to the terms and conditions of this Contract, unless such activities are provided under another written agreement signed by the State and the Contractor.

7 Maintenance Credit for Inoperative Machines

The Contractor shall grant a proportionate maintenance credit on a Machine shown in the Statement of Work when the Machine is inoperative for consecutive scheduled work periods totaling 24 hours from the time the State notifies the Contractor the Machine was inoperative, provided (1) the Machine became inoperative through no fault of the State, and (2) the breakdown was attributable to Equipment Failure. The credits to be granted by the Contractor to the State shall be as reflected in the Statement of Work.

8 Engineering Changes

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this Contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on Machines so designated. A written notice of this election must be provided to the Contractor for confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to noninstallation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

9 Relocation of Equipment

- a. In the event the Equipment being maintained under the terms and conditions of this Contract is moved to another location within the State of California, the Contractor shall continue to maintain the Equipment at the new location.
- b. The charges of the Contractor to dismantle and pack the Equipment and installation at the new location shall be at the rates set forth in the Statement of Work. The State agrees to pay all costs incidental to any move, including costs for packing, crating, rigging, transportation, unpacking, uncrating, insurance, installation, and State and local sales tax, if any.
- c. If Contractor is responsible for the move, no re-certification charges to confirm continued maintenance eligibility will be applicable. If the move is conducted by other than Contractor, State agrees to pay re-certification charges to Contractor at rates set forth in the Statement of Work.

10 Termination

Notwithstanding the Termination for Convenience provisions contained in the General Provisions, upon thirty (30) days' written notification to the Contractor, State may terminate, at no cost to the State, maintenance for all or any portion of the Equipment identified in the Statement of Work.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) INFORMATION TECHNOLOGY SOFTWARE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS - IT, DEVELOP AND INCLUDE A STATEMENT OF WORK.

1 License Grant

- a. Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use the Software Products listed in Statement of Work of this Contract (hereinafter referred to as "Software Products").
- b. State may use the Software Products in the conduct of its own business, and any division thereof.
- c. The license granted above authorizes 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 machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- d. By prior written notice, the State may redesignate the CPU in which the Software Products are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

2 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 CPU as defined in paragraph 1c. above, 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, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

3 Fees and Charges

Upon acceptance of Software by State, in accordance with Paragraphs 5 herein and the Statement of Work, State will pay the license fee or recurring charge for the Software Products as set forth in Statement of Work. Charges will commence on the Acceptance Date as established in the Statement of Work. The Contractor shall tender invoices for recurring charges or single charges in the month following the month in which the charges accrue.

4 Maintenance

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

- a. The correction of any residual errors in any Software Product that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:
 - 1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
 - 2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portions) in machine-readable form.
 - 3) The Contractor shall attempt to correct Software Product errors within a reasonable time.
- b. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) INFORMATION TECHNOLOGY SOFTWARE SPECIAL PROVISIONS

- C. If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5 Acceptance of Software

- a. Commercial Software. Acceptance of Commercial Software will be governed by the terms and conditions of the license agreement governing such Software.
- b. Custom Software. "Custom Software" is Software that does not meet the definition of Commercial Software. Unless otherwise provided in the Statement of Work, acceptance procedures for Custom Software will be as set forth in this subsection (b). The State shall be deemed to have accepted each Custom Software Product (i) upon its issuance of written notice of such acceptance or (ii) sixty (60) days after the Installation Date, unless at or before that time the State gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for Custom Software will be due before Acceptance thereof, except to the extent required by progress payment terms in the Statement of Work. Any notice of rejection will explain how the Custom Software Product fails to substantially conform to the functional and performance specifications of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the State shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Custom Software, or terminating this Contract in its entirety for default.

6 Right To Copy or Modify

- a. Any Software Product provided by 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 one time without prior written consent from 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 agrees to keep any such copies and the original at a mutually designated State location, except that the State may transport or transmit a copy of the original of any Software Product to another State location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.
- c. 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; provided that nothing in this Subsection (c) will be construed to contradict the terms of any separate applicable third party license agreement. 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 this Contract.

7 Future Releases

Unless otherwise specifically provided in this Contract, the Statement of Work, or an applicable purchase order, if improved versions of any Software Product are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no 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.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS – IT.
DEVELOP AND INCLUDE A STATEMENT OF WORK.

1 Contract Type

- a. Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- b. To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

2 Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
- c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d. In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

3 Responsibilities of the State

- a. The State shall provide normal office working facilities and Equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.
- c. The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State's failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

4 Unanticipated Tasks

- a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- b. For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A.
- c. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS

- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
- f. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.
- g. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
- 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - (a) Authorize the Contractor to expand the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or
 - (b) Terminate the Work Authorization, or
 - (c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - 2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.
5. Invoicing and Payment for Services:
- a. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:
- 1) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or
 - 2) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- b. For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- c. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code Section 12112 or any similar or successor provision.
- d. In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS

- f. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.
- g. In the event of a conflict between the terms of this Section 5 and those of the Section of this Contract entitled "Acceptance of Software," the latter will govern.

6 Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Contracting Manual Volume 1, Section 3.02.5. The State Contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

7 Conflict of Interest

During the performance of this Contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this Contract, the Contractor must inform the State in writing within 10 working days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the Contract.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code section 12102(j).

CONSENT ITEM

DATE: January 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sam Ricchio, Assistant Director, Technology & Media Services

SUBJECT: **RATIFY/APPROVE APPLE DIRECT CUSTOMER AGREEMENT EFFECTIVE DECEMBER 20, 2013 THROUGH MARCH 31, 2014 WITH AN AUTOMATIC RENEWAL THROUGH MARCH 31, 2015**

Background: The Fullerton School District regularly purchases from Apple Inc. to support the instructional programs and data systems of the District. The Agreement provides the terms and conditions for ordering, educational pricing, warranty, and delivery.

Rationale: Our current Common Core Expenditure Plan and Board of Trustee Goals designate the use of educational technology as part of the instructional program and delivery systems for teaching and learning. This Agreement will support buying necessary educational products from Apple Inc. through March 31, 2015.

Funding: No cost for approving the Apple Direct Customer Agreement.

Recommendation: Ratify/Approve Apple Direct Customer Agreement effective December 20, 2013 through March 31, 2014 with an automatic renewal through March 31, 2015.

JM:SR:nm
Attachment



Apple Direct Customer Agreement

This Apple Direct Customer Agreement ("Agreement") is made between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and Customer as defined below.

Name ("Customer"): Fullerton School District

Address: 1401 W. Valencia Drive

City, ST, Zip: Fullerton, CA 92833

1. Definitions. In addition to the definitions set forth herein, the following capitalized terms shall have the meanings set forth below:

1.1 "Agreement" means, collectively, this Apple Direct Customer Agreement, Apple price lists, addenda and executed amendments to the foregoing.

1.2 "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under the Apple brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding third party software and all other third party products.

1.3 "Confidential Information" means: (i) the terms and conditions of the Agreement; and (ii) any nonpublic information the disclosing party marked as "confidential" or "proprietary." Confidential Information shall not include information that: (a) was rightfully in the possession of recipient prior to disclosure; (b) was independently developed by recipient without the use of Confidential Information; or (c) is now, or becomes, available to the public other than as a result of disclosure by recipient in violation of this Agreement.

1.4 "Configure-To-Order Products" or "CTO Products" means Products that Apple modifies from its standard configurations at Customer's request against a set of options made available by Apple.

1.5 "Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

1.6 "Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

1.7 "Services" mean, collectively, the standard, price-listed service, support and/or training products sold under the Apple Inc. brand name that Customer has paid to acquire.

2. Buying Products from Apple.

2.1 Ordering. All purchases must be submitted by Customer to Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this

Agreement shall be made solely for Customer's end use and not for resale.

2.2 Limited Billing Service Account. Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

2.3 Prices and Orders. Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that the Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Before cancelling an accepted order prior to shipment due to insufficient inventory, Apple will make reasonable efforts to contact Customer to determine if Customer wishes to convert such order to new product that may be available to replace the insufficient inventory. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

2.4 Delivery. Title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to loss or damage in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to loss or damage in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Customer named as the loss payee. When shipping Products via a carrier chosen by Customer, Apple will not issue credits or



replace Products returned due to loss or damage in transit. Shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

2.5 Payment. Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than 30 days from the invoice date. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change the Authorized Apple Price Lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

2.6 Product Returns. Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

2.7 Support. Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than Apple Products.

3. Confidential Information. Neither party will use the other's Confidential Information except as required to perform its obligations under this Agreement and will not disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law. If Customer is a public agency or institution, this provision will apply only to the extent of applicable law governing Customer's disclosure obligations.

4. Representations and Warranties.

4.1 Representations and Warranties. Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

4.2 Apple Limited Warranty. The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple

Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

4.3 Disclaimer.

4.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3.2 APPLE PRODUCTS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY APPLE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

5. Indemnity.

5.1 Indemnity. Subject to the exceptions in this Section 5.1 and the terms of Section 5.2 below, Apple will defend any proceeding or action brought by a third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services. Notwithstanding anything to the contrary, Apple is not liable to defend or be responsible for any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of any Apple Product with non-Apple branded Products or other programs, data or documentation; (c) Customer's violation of any import or export control requirements, regulations and laws; (d) Customer's use or exportation of any Products into any countries identified on any U.S. Government embargoed countries list; (e) use of any Apple Product in a manner not authorized under the applicable license terms; (f) any other Products; or (g) Customer's, its agents, employees or contractors' negligent acts or omissions. THE ABOVE IS CUSTOMER'S



SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ALL SUCH CLAIMS.

5.2 Notice and Defense Conditions. Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 5.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within 30 days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

5.3 Mitigation. In the event of a Claim, Apple will be entitled (but not obligated), at its sole option, to: (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation.

6. Limitation of Liability.

6.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS, LOSS OF DATA, INTERRUPTION OF USE OR COST OF SUBSTITUTE GOODS OR SERVICES), WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE EVEN IF APPLE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, APPLE'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED \$300,000.

6.2 THE ABOVE LIMITS OF LIABILITY ARE EXCLUSIVE AS TO ALL REMEDIES AND THE LIABILITY CAP SHALL NOT BE INCREASED UNDER ANY CIRCUMSTANCES. THE PARTIES AGREE THAT SECTIONS 4 - 6 REPRESENT THE BASIS OF THE BARGAIN AND A FAIR ALLOCATION OF RISK. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

7. Ownership.

7.1 Use of Name. Neither party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other party's prior written consent.

7.2 Software. Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

7.3 Restrictions. Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

8. Term and Termination.

8.1 Term. Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it ("Effective Date") until the following March 31 ("Initial Term"). This Agreement shall automatically renew for successive 12-month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least 90 days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

8.2 Termination. Either party may terminate this Agreement upon 30 days prior written notice if the other party has breached this Agreement and has failed to cure such breach within 30 days of the date of such notice. Either party may terminate this Agreement for any reason or no reason upon 30 days prior written notice. Sections 1, 2.5, 3 - 7, 8.2, and 9 - 12 shall survive any termination or expiration of this Agreement. The parties agree that upon any notice of termination of this Agreement, the due date of all Apple invoices shall be accelerated so that they become immediately due and payable, and Customer will cease placing new orders.

9. Export Compliance. This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export,



without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense.

10. **Notice.** Any notice must be in writing and will be deemed given upon actual receipt after being sent by email, fax or commercial carrier to the following email, contracts@apple.com or address for Apple Inc., Attn: Sales Contracts Management, 1 Infinite Loop, M/S 90-2CM, Cupertino, CA 95014, and to the address designated on the first page of this Agreement by Customer or as may be provided by the parties. Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section 10.

11. **Governing Law.** If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12. **General Terms.** This Agreement may be executed in counterparts and each will be deemed an original. This Agreement contains the entire agreement between the parties regarding the purchase of Products from Apple and supersedes any other prior oral or written agreements. In the event of any conflict or inconsistency between the terms of this Agreement and any license

terms accompanying any Apple Product, such license terms shall control solely as to the Apple Product covered by those terms. Any different or additional provisions in purchase orders, invoices or similar documents issued by Customer are hereby deemed refused by Apple and such refused provisions will be unenforceable. Any modifications hereto must be in writing and signed by the parties. A waiver by any party of any breach will not constitute a waiver of any different or subsequent breach. If any part of this Agreement is invalid, illegal or unenforceable for any reason, that portion shall be replaced with a valid provision appropriate to the parties' original intent and the remainder shall be enforced. Neither party will be liable for failure to perform or delay in performing any obligation if such failure or delay is due to fire, flood, earthquake, strike, war, epidemic, embargo, blockade, legal prohibition, governmental action, riot or any other similar cause beyond that party's control. Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, or any rights or obligations hereunder without Customer's consent. Each party represents that the person signing on behalf of such party has the authority to bind the party on whose behalf s/he is signing to this Agreement. The Parties hereby execute this Agreement as of the Effective Date.

The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

Customer
SIGNATURE: [Signature]
PRINT NAME: Robert Pletka
TITLE: Superintendent
DATE: 12/20/13

Apple Inc.
SIGNATURE: [Signature]
PRINT NAME: DAVID RYAN
TITLE: SR. CONTRACTS MGR
DEPT: UWW CONTRACTS
EFFECTIVE DATE: 12/20/13

CONSENT ITEM

DATE: January 14, 2014
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR THE CENTER ON REINVENTING PUBLIC EDUCATION (CRPE) PORTFOLIO SCHOOL DISTRICT NETWORK MEETING ON JANUARY 27, 2014 IN HOUSTON, TEXAS FOR DR. ROBERT PLETKA, DISTRICT SUPERINTENDENT**

Background: The Center on Reinventing Public Education (CRPE) works closely with school districts regarding new approaches to instruction and blended learning with the ultimate goal of a dynamic district that gives all students the opportunity to reach their fullest potential. It seeks ways to make public education more effective, especially for America's disadvantaged students. CRPE works to improve education through transformative, evidence-based ideas. The theme of the January network meeting is public engagement and strategy sustainability.

Rationale: Attendance by Dr. Pletka at the upcoming CRPE Portfolio School District Network Meeting is requested due to the expansion of the technology program within the District.

Funding: Superintendent Budget #526.

Recommendation: Approve out-of-state conference for the Center on Reinventing Public Education (CRPE) Portfolio School District Network Meeting on January 27, 2014 in Houston, Texas for Dr. Robert Pletka, District Superintendent.

RP:KI

DISCUSSION/ACTION ITEM

DATE: January 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: HEAR PRESENTATION AND ACCEPT THE 2012/2013 AUDIT REPORT

Background: The Fullerton School District's annual financial statements are audited every year by an independent auditing firm as required by Education Code section 41020. On October 12, 2010, the firm of Nigro & Nigro, PC, was selected to conduct all District audits for the 2010/2011, 2011/2012, and 2012/2013 fiscal years. A member of the auditing firm of Nigro & Nigro, PC, will present the report and respond to any specific questions the Board might have regarding this audit.

A copy of the audit report is available in the Superintendent's Office for public review.

Rationale: The District's financial statements are audited annually by an independent auditing firm as required by Education Code section 41020. Board members received a copy of the audit report prior to the Board meeting, and a copy is available on the District's web site for review.

Funding: Not applicable.

Recommendation: Hear presentation and accept the 2012/2013 Audit Report.

SH:SM:gs

DISCUSSION/ACTION ITEM

DATE: January 14, 2014
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **ADOPT RESOLUTION #13/14-10 SUPPORTING THE LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)**

Background: The State Board of Education is finalizing regulations for implementing a new funding system for public schools. These regulations concern the Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP) template. The Fullerton School District Board of Trustees believes this decision is critical to local school districts as the State implements this reform.

Rationale: The Board of Trustees endorse local control funding because it allows the District to ensure the State and local priorities of equity for students in the LCFF unduplicated categories, with flexibility to design and tailor services to local needs and accountability for results.

Funding: Not applicable.

Recommendation: Adopt Resolution #13/14-10 supporting the Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP).

RP:KI

Attachment

FULLERTON SCHOOL DISTRICT

**RESOLUTION #13/14-10 SUPPORTING THE LOCAL CONTROL FUNDING FORMULA (LCFF)
AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)**

WHEREAS, the California Legislature is considering Governor Jerry Brown's proposed reform of the K-12 school financing system, the so-called "Local Control Funding Formula;" and

WHEREAS, Governor Brown has proposed the new funding formula based on the principles of subsidiarity, equity and transparency; and

WHEREAS, the goal of the new system of finance is to modernize and simplify California's overly complex and historically outdated system; and

WHEREAS, the new funding formula would hold Local Educational Agencies (LEAs) accountable to their local communities for implementing the Common Core State Standards, improving student achievement, making progress in closing achievement gaps, increasing attendance and high school graduation rates, and improving preparation for college and career; and

WHEREAS, the proposed funding formula would provide a target base grant level projected to reach full implementation in seven years; and

WHEREAS, there are a number of other issues remaining unaddressed in the proposal including formula adjustments to reflect geographic cost differences, inclusion of the concentration grant and calculating eligibility at the district versus school level, ensuring the provision of quality adult learning opportunities, allowing LEAs to continue to regionalize effective program and service deliveries for career education, transportation services, professional development, among other things; and

WHEREAS, all Local Educational Agencies (LEAs) in California have undergone severe budget reductions since the 2008-09, including cuts to revenue limits and categorical programs and are striving to maintain high quality educational programs; and

WHEREAS, the proposed target level of the base grant for the new funding formula does not ensure that all LEAs will receive funding levels restored to their pre-recession levels; and

WHEREAS, the currently-proposed funding system does not establish a target that would bring California per pupil funding to at least the national average; and

WHEREAS, California per pupil funding was identified as 49th in the nation by the 2013 Quality Counts in Education Week; therefore

BE IT RESOLVED, that the Fullerton School District Board of Trustees supports the basic premises of the proposed Local Control Funding Formula and its reliance on local decision-making and accountability to address the educational needs of all students.

BE IT RESOLVED, that the Fullerton School District Board of Trustees urges the Governor and the Legislature to develop the Local Control Funding Formula to provide that all Local Educational Agencies are at a minimum restored to funding levels of 2007-08 and that the target for the base grant provide funding to California's public schools at least at the national average.

BE IT RESOLVED, that the Fullerton School District Board of Trustees calls for continued work on the development of a robust accountability system that will ensure that all students are making gains in academic achievement across a broad spectrum of learning opportunities, including career and technical education, in order to keep California competitive in a global economy.

BE IT RESOLVED, the Board of Trustees for Fullerton School District hereby supports a Local Control Funding Formula (LCFF) and Local Control and Accountability Plan (LCAP) template which:

- Provides for the local district to determine its own goals and priorities based upon the district's own unique needs
- Allows the district full discretion on how to spend funds allocated through the LCFF
- Requires a minimum of new financial accounting and reporting requirements

Signed this 14th day of January, 2014 by:

Janny Meyer, President

Chris Thompson, Vice President

Lynn Thornley, Clerk

Hilda Sugarman, Member

Beverly Berryman, Member