



LAGUNA BEACH
UNIFIED SCHOOL DISTRICT

**Regular Meeting
of the
Board of Education**

AGENDA

May 8, 2018

ADMINISTRATION

Jason Vioria, Ed.D., Superintendent of Schools
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Jeff Dixon, Assistant Superintendent, Business Services
Leisa Winston, Assistant Superintendent, Human Resources and
Public Communications

BOARD OF EDUCATION

Jan Vickers, President
Dee Perry, Clerk
Ketta Brown, Member
Carol Normandin, Member
Peggy Wolff, Member

For information regarding Laguna Beach Unified School District, please visit our website: www.lbusd.org

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
REGULAR MEETING
550 Blumont
Laguna Beach, CA 92651**

May 8, 2018

**Closed Session 5:00 P.M.
Open Session 6:00 P.M.**

AGENDA

RECORDING OF SCHOOL BOARD MEETINGS
Open Session School Board Meetings will be video recorded.

- 1. CALL TO ORDER**
- 2. ROLL CALL TO ESTABLISH QUORUM**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
- 4. ADJOURN TO CLOSED SESSION**
 - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code §54957
 - B. NEGOTIATIONS**
Government Code §54957.6
 - i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
 - ii. Employee Organization: CSEA
District Negotiator: Leisa Winston
 - iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston
- 5. CALL TO ORDER - REGULAR SESSION**
- 6. PLEDGE OF ALLEGIANCE**
- 7. REPORT ON CLOSED SESSION ACTION**
- 8. ADOPTION OF AGENDA**
- 9. PUBLIC COMMENT (Non- Agenda Items)**

Opportunities for public input occur at each agenda item and at Public Comment. Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction, during Public Comment. The public may speak about items that are on the agenda during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic.

Persons wishing to address the Board are asked to complete and submit a public comment card, available on the information table. Matters not on the agenda cannot be acted upon or discussed by the Board. The Board may ask staff to research and respond accordingly.

10. RECOGNITIONS

- a. **Classified Employee Service Awards**
- b. **LBUSD Employees of the Year**

11. REPORTS

- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*

12. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion as listed below. The Superintendent and the Staff recommend approval and or ratification of all Consent Calendar items. Any item may be removed from the Consent Calendar at the request of a Board member and acted on separately.

- a. Approval of Minutes
 - i. April 12, 2018 Special Meeting
 - ii. April 17, 2018 Regular Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- e. Approval of Interdistrict Attendance Agreements – Resident Students From Other Districts
- f. Denial of Interdistrict Attendance Agreements – Resident Students From Other Districts
- g. Approval of Acceptance of Gifts/Checks Totaling \$7,300.00
- h. Approval of Agreements for Contracted Services – Special Education
- i. Approval of Agreements and Contracts – Technology Services
- j. Approval/Ratification of Warrants #393631 through #393896 in the amount of \$1,090,182.26 Dates: 4/10/2018 through 4/27/2018
- k. Approval to Increase Contract with Nicole Miller & Associates, Inc., to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$40,000
- l. Approval of School Psychology Supervised Paid Internship Fieldwork Agreement Between Chapman University and Laguna Beach Unified School District from August 1, 2018 through September 1, 2023
- m. Approval of Student Social Worker Fieldwork Agreement with California State University, Fullerton from July 1, 2018 through June 30, 2023
- n. Approval of Memorandum of Understanding with Western Youth Services to Provide Mental Health Informational Workshops to Laguna Beach Unified School District Schools
- o. Approval of Contract with California Youth Services (CYS) to Provide Juvenile Alcohol and Drug Education

- p. Approval of Contract with Anti-Defamation League for A World of Difference® Professional Development Institute for Laguna Beach Unified School District Staff at a Cost Not-to-Exceed \$4,000
- q. Approval of Annual Increase to Bus Pass Rates for Home to School Transportation Program
- r. Approval of Quarterly Report – Board Policy 3002 – Investments

INFORMATION ITEMS

13. MONTHLY FINANCIAL UPDATE

– Jeff Dixon, Assistant Superintendent, Business Services

Staff will present the Monthly Financial Update to the Board of Education.

ACTION ITEMS

14. APPROVAL OF HANOVER RESEARCH THREE-YEAR CONTRACT FOR 2018-19, 2019-20, AND 2020-21

– Jason Vioria, Ed.D., Superintendent

Staff proposes the Board of Education approve a contract to continue our work with Hanover Research for the next three school years, 2018-19, 2019-20 and 2020-21, in order to utilize sequential research services and unlimited access to the Online Education Research Library. During the 2018-19 and 2019-2020 school years some of the projects we will engage Hanover's services will include research and surveys in the areas of School Calendar and Bell Schedule. The agreement may be terminated by a sixty day written notice prior to the anniversary date of each partnership year.

15. APPROVAL OF BOARD POLICIES – FIRST READING

– Jason Vioria, Ed.D., Superintendent

In 2017, the California Legislature passed Assembly Bill 699 titled the Educational Equity: Immigration and Citizenship Status bill. Under AB 699, all local educational agencies shall adopt applicable policies no later than July 1, 2018. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

16. APPROVAL OF RESOLUTION NO. 18-02 AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

– Jason Vioria, Ed.D., Superintendent

Staff proposes Board of Education approve Resolution No. 18-02 and Order for the Consolidated Election for Members of the Governing Board.

17. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH JENNIFER MCCLUAN IN AN AMOUNT NOT-TO-EXCEED \$14,800.00 FOR THE 2018-19 SCHOOL YEAR

– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services

Staff proposes the Board of Education approve an additional Independent Contractor Agreement for eight days of consulting services by Jennifer McCluan, to advise and support our Next Generation Science Standards (NGSS) Implementation during the 2018-19 school year.

- 18. APPROVAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH THINKING MAPS® FOR *PATH TO PROFICIENCY FOR ENGLISH LANGUAGE LEARNERS* TEACHER TRAINING, IN AN AMOUNT NOT-TO-EXCEED \$23,000.00**
– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students who are English Learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.
- 19. APPROVAL OF CONTRACT WITH SONDAY SYSTEM BY WINSOR LEARNING TO PROVIDE TRAINING AND INSTRUCTIONAL MATERIAL PILOT FOR SUMMER SCHOOL IN AN AMOUNT NOT-TO-EXCEED \$7,354.70**
– Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Staff proposes the Board of Education approve a contract with Sondag System by Winsor Learning to provide training and instructional materials to our summer school teachers for use in the special education and general education summer school classes to support students with dyslexia-like characteristics.
- 20. APPROVAL OF AGREEMENT FOR CONTRACTED SERVICES WITH ALL CITY MANAGEMENT SERVICES, INC., TO PROVIDE A SCHOOL CROSSING GUARD AT THURSTON MIDDLE SCHOOL FOR THE 2018-2019 SCHOOL YEAR, WITH A NOT-TO-EXCEED AMOUNT OF \$14,000.00**
– Jeff Dixon, Assistant Superintendent, Business Services
Staff proposes that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2018-2019 school year, with a not-to-exceed amount of \$14,000.00.
- 21. APPROVAL TO AWARD CONTRACT FOR PURCHASE, WARRANTY AND INSTALLATION OF INFORMATION TECHNOLOGY GOODS & SERVICES FROM DIGITAL NETWORKS GROUP, INC. BASED ON CONTRACT NUMBER 3-14-58-0215F, SUPPLEMENT NO. 1 OF THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE**
– Jeff Dixon, Assistant Superintendent, Business Services
– Ryan Zajda, Director, Facilities
Staff proposes the Board of Education award a contract for purchase, warranty and installation of Information Technology Goods & Services from Digital Networks Group, Inc. based on contract number 3-14-58-0215F, Supplement No. 1 of the State of California Multiple Award Schedule.
- 22. APPROVAL TO AWARD OF CONTRACT FOR PURCHASE, WARRANTY AND INSTALLATION OF INFORMATION TECHNOLOGY GOODS & SERVICES FROM EXTRON ELECTRONICS BASED ON CONTRACT NUMBER 3-16-70-2382B, SUPPLEMENT NO. 2 OF THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE**
– Jeff Dixon, Assistant Superintendent, Business Services
– Ryan Zajda, Director, Facilities
Staff proposes the Board of Education award a contract for purchase, warranty and installation of Information Technology Goods & Services from Extron Electronics based on contract number 3-16-70-2382B, Supplement No. 2 of the State of California Multiple Award Schedule.

23. BOARD MEMBER REQUESTS FOR ITEMS FOR NEXT MEETING, REQUESTS FOR INFORMATION, OR GENERAL COMMENTS

– Jan Vickers, President, Board of Education

24. ADJOURNMENT

– Jan Vickers, President, Board of Education

The next Regular Meeting of the Board of Education is **Tuesday, May 22, 2018, 6:00 PM**
Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

For information regarding Laguna Beach Unified School District, please visit our website:
www.lbusd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you have joined us for this meeting. Community interest in our schools is welcome and valued.

The members of the LBUSD Board of Education are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, grades kindergarten through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Education.

Materials that are public records related to open session agenda items are occasionally distributed to Board members after the agenda has been posted. These materials will be available for public inspection in the Office of the Superintendent between the hours of 7:30 a.m. and 4:30 p.m.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA: Members of the public may address the Board of Education on agenda items during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board.

Persons wishing to address the Board are asked to complete and submit a public comment card, available on the information table.

PUBLIC COMMENT (Non-Agenda Items): Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction during public comment. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board. Legally, the Board cannot take action on topics raised by speakers and discussion may not be held by the Board. The Board may ask staff to research and respond accordingly.

REASONABLE ACCOMMODATION

In accordance with the Americans with Disability Act, members of the public who require disability accommodation to participate in the meeting should contact the Office of the Superintendent in writing by noon on the Friday before the scheduled meeting.

Laguna Beach Unified School District

12.a.i. CONSENT/ACTION

May 8, 2018

Approval: April 12, 2018 Special Board Meeting Minutes

Board of Education Minutes of Special Meeting April 12, 2018

Call to Order

The meeting was called to order at 5:30 p.m. in the Laguna Beach High School Library.

Roll Call to Establish Quorum

Roll call to establish Quorum:

Members Present: Jan Vickers
Dee Perry
Ketta Brown
Carol Normandin
Peggy Wolff

Staff Present: Jason Vilorio, Ed.D., Superintendent
Alysa Odipo, Ed.D., Assistant Superintendent, Instructional Services
Leisa Winston, Assistant Superintendent, Human Resources/Public
Communications
Jeff Dixon, Assistant Superintendent, Business Services
Victoria Webber, Executive Assistant

Pledge of Allegiance

President Vickers led the Board, staff, and members of the audience in reciting the Pledge of Allegiance.

Adoption of Agenda

Member Brown moved adoption of the agenda. Member Normandin seconded.

Discussion: None

Motion 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adopt the agenda.

Public Comment (Items Not on the Agenda)

None.

Study Session: Review and Discussion of Committee Recommendations for the 2019-2020 Student Instructional Year

Dr. Viloría and Mrs. Winston presented the Calendar Committee recommendations for the 2019-2020 student instructional year.

The presentation included:

- Committees Charge
 - Explore current practices as it relates to the student calendar; identify needs, and potential solutions for Board consideration.
 - Committee Members
- Assumptions and Questions
 - What is best practice and what are the benefits for students?
- Data Dive
 - What does the data say about our assumptions and questions?
 - AP Preparation and Assessments
 - Community Impact
- Interests and Priorities
 - Out of the issues identified in the data, which are the most important to address?
- Sample Straw Designs
 - Which of the sample straw designs best addresses the priorities/student needs?
- Adjustments
 - Based on evaluation of straw designs and suggestions, can the committee come to consensus on a recommendation?
- Next Steps
 - Small group discussions and input
 - Share out feedback
 - Board direction on next steps

Upon completion of the presentation, attendees broke into one of five self-selected groups to further discuss and share comments and concerns. Each group documented their discussions on chart paper and selected a speaker to report out their comments and questions.

The meeting was scheduled to adjourn at 7:30 p.m. At 7:35, Member Normandin moved to continue the meeting until all groups were able to present. Member Brown seconded.

Motion carried 5-0.

At the conclusion of the report out from all groups, Dr. Viloría asked the Board to provide direction for next steps.

The Board discussed comments and questions posed by the community. The Board reached consensus and asked staff provide the following:

- Type all comments and questions in a written document; including the answers to the comments and questions for community members and post the document online.
- Include school site representatives in future calendar committee meetings
- Contact festival and pageant board members and get their perspective on the suggested calendar change. Also ask if they have considered changing the dates due to other district schedules
- Survey all parents and staff in the district on the potential change in the calendar
- Survey all students in grades 8-12 on the potential change in the calendar

Member Brown moved to adjourn the meeting. Member Normandin seconded.

Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, and Wolff, voted yes to adjourn at 8:00 p.m.

Jan Vickers
President of the Board
May 8, 2018

Laguna Beach Unified School District

12.a.ii. CONSENT/ACTION

May 8, 2018

Approval: April 17, 2018 Regular Meeting Minutes

Board of Education Minutes of Regular Meeting April 17, 2018

Call to Order

President Vickers called the Regular Meeting of the Board of Education to order at 5:00 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

Roll Call to Establish Quorum

Quorum was established.

Members Present: Jan Vickers
Dee Perry
Ketta Brown
Carol Normandin
Peggy Wolff

Public Comment on Closed Session Items

There were no public comments.

Adjourn to Closed Session

Member Normandin moved to adjourn to Closed Session. Member Brown seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff, voted yes to adjourn to Closed Session. The meeting adjourned to Closed Session at 5:00 p.m. to discuss the following:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code §54957

B. NEGOTIATIONS

Government Code §54957.6

- i. Employee Organization: LaBUFA
District Negotiator: Leisa Winston
- ii. Employee Organization: CSEA
District Negotiator: Leisa Winston
- iii. Employee Organization: Unrepresented Employees
District Negotiator: Leisa Winston

Member Normandin moved to adjourn from Closed Session. Member Wolff seconded.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn from Closed Session. The Board adjourned from Closed Session at 5:52 p.m.

Present at Board Meeting

Members Present: Jan Vickers
Ketta Brown
Carol Normandin
Dee Perry
Peggy Wolff

Employee Group
Representatives: Mindy Hawkins, President, LaBUFA
Margaret Warder President, CSEA

Staff: Leisa Winston, Assistant Superintendent, Human Resources/Public
Communications
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services
Jeff Dixon, Assistant Superintendent, Business Services
Victoria Webber, Executive Assistant
Irene White, Director, Special Education
Amy Kernan, Director, Assessment & Accountability
Michael Keller, Ed.D., Director, Social Emotional Support
Mike Morrison, Chief Technology Officer
Ryan Zajda, Director, Facilities
Anakaren Ureno, Public Relations Liaison
Chris Duddy, Principal, El Morro Elementary
Mike Conlon, Principal, Top of the World Elementary
Jenny Salberg, Principal, Thurston Middle School
Jason Allemann, Principal, Laguna Beach High School

Pledge of Allegiance

President Vickers led the Board, staff, and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

Report of Closed Session Action

President Vickers reported in closed session, by a vote of 5-0, all members voting yes, the Board took action to accept the resignation of classified employee #7600000664 in lieu of termination.

Adoption of Agenda

Member Brown moved to adopt the agenda. Member Normandin seconded.

Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adopt the agenda as presented.

Public Comment (Non- Agenda Items)

The following people addressed the Board as members of Non Toxic Laguna, a group of Laguna Beach residents who are committed to ensuring the protection of the community's health. The group also presented the Board of Education with a resolution regarding progressive pest management program for weed and pest control for consideration.

Christiane Engel
Lisa Schroeder
Laura Linsenmayer
Dr. Ashley Balaker
Blythe Wheaton
Hazel Lessard
Christy Rayburn
Allison Hushek

Sheri Morgan addressed the Board regarding the proposed calendar change for the 2019-2020 school year. She appreciated being a part of the committee and encourages the district continue to release information as it unfolds.

Howard Hills addressed the Board stating review of the process for the proposed calendar change could have been done better. The Board should send staff to the senior management government course.

Reports

Student Representative – Piper Warner

Piper provided an update on the following topics:

- ASB Election campaigns in process
- 9th grade physical fitness testing
- Senior cap and gown photos April 26
- Link Crew applications for Freshmen Orientation due April 24
- Spring dance show, *Move*, opens Friday, April 27
- First Student Senate meeting April 27
- ASB planning for Prom and Pep-assembly in mid-May
- Mental Health Awareness Week April 30 – May 4
- Students preparing for CAASPP and AP testing
- Athletics update

LaBUFA Representative – Mindy Hawkins, LaBUFA President

- Shared an email sent to certificated staff by LaBUFA to clarify confusion regarding the calendar committee and the process used to determine proposed changes to the 2019-2020 calendar. She thanked district staff for putting out the message that “we want to hear what everyone has to say,” and do what is best for students.
- Attended a leadership summit in San Diego with Sara Hopper

CSEA Representative – Margaret Warder, CSEA President

- Calendar process has been open and everyone was given the opportunity to select committee members from both associations. The important factor is that we are all here to educate students. The process will continue to unfold.
- Fantastic professional development meeting with Mrs. Winston and Mrs. White
- Negotiations continue
- Employee appreciate week/recognition is in May
- Classified employee party is in June

Organizations

- N/A

Board Members

Board members reported as follows:

Member Wolff

- Attended the social/emotional stakeholder meeting

Member Normandin

- Attended the social/emotional stakeholder meeting

Member Brown

- N/A

Clerk Perry

- Attended the social/emotional stakeholder meeting

President Vickers

- Attended PTA Council meeting
 - Jog-a-thons successful
 - Dr. Viloría and Mrs. Winston presented proposed calendar information

Superintendent Viloría

- Thanked the Board and staff
- Congratulated the Destination Imagination Teams
- Thanked high school staff for all their work on the WASC process
- Attended the Boys and Girls Club Community Breakfast

Cabinet

Leisa Winston, Assistant Superintendent, Human Resources and Public Communications

- No Report

Jeff Dixon, Assistant Superintendent, Business Services

- TOW hosting the State Green Ribbon Awards Ceremony on April 23
- Audit complete

Alysia Odipo, Assistant Superintendent, Instructional Services

- Julie Lythcott-Haims speaking May 2, 2018
- NGSS implementation team conducting science walks
- Math team conducting instructional walks

CONSENT CALENDAR

Member Brown moved approval of Consent Calendar items a - l. Member Normandin seconded.

Public Comment: None

Discussion: None

- a. Approval of Minutes – March 27, 2018
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- e. Approval of Interdistrict Attendance Agreements – Resident Students From Other Districts
- f. Approval of Acceptance of Gifts/Checks Totaling \$149,620.00
- g. Approval of Agreements for Contracted Services – Special Education
- h. Approval of Agreements and Contracts – Technology Services
- i. Approval/Ratification of Warrants #393391 through #393630 in the amount of \$1,163,288.23 Dates: 3/19/2018 through 4/9/2018
- j. Ratification of Certificated Payroll 9A in the Amount of \$2,196,319.25
Ratification of Classified Payroll 9B in the Amount of \$729,213.18
Ratification of Classified Payroll 9C in the Amount of \$9,144.09
- k. Approval/Ratification of the Community Facilities District 98-1 (Crystal Cove) Administrative Fund of the Community Facilities District 98-1 “CFD 98-1.”
- l. Award of Contract to Office Depot Incorporated for Purchase of Office and School Supplies and Equipment based on Newport-Mesa Unified School District piggyback purchasing bid #104-18 through June 30, 2019

Discussion:

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

INFORMATION ITEMS

Update on Board Governance Protocols

Dr. Vioria introduced the item. The first review of protocols took place in November, which incorporated an annual review of protocols.

President Vickers reviewed the three areas that included changes identified by the Board during the special meeting on March 8, 2018. Those three areas were: 1) Motions and Deliberations; 2) Announcements, Requests, and Board Reports; and, 3) Requests for Items for Next Meeting, Requests for Information, General Comments.

President Vickers requested further clarification of item 2 (above) written in the protocols for future discussions and clarified the purpose of item 3. In addition, President Vickers shared the new protocol regarding association requests for meetings with individual Board members. The association presidents have the opportunity to share information with all Board members at every Board meeting. In addition, they now have the opportunity to provide information to the Board via the *Weekly Update*.

Public Comment: Howard Hills addressed the Board regarding “instructions for presentations to the Board by parents and citizens present at this meeting,” which is included in every Board agenda. Mr. Hills took exception with the statement “The Board is a policy-making body whose actions are guided by the District’s vision, mission, and goals and stated his perspective on the topic. He believes reviewing the protocols is important.

Board comments: Board members shared they would like to discuss *Unity of Purpose* the next time the protocols are reviewed. Board members discussed items needing clarification, including staff time used for requests and requesting items on the agenda. Overall, Board members agreed the process was valuable.

Third Quarter Report of Uniform Complaints for the Williams Case Settlement

Mrs. Winston stated this is a quarterly report and there were no complaints filed for this quarter.

Monthly Financial Update

Mr. Dixon stated this update includes the numbers from the second interim. Highlighted actuarial study shows district will be 100% funded for other post-employment benefits.

ACTION ITEMS

Approval to Award a Three-Year Contract to Hanover Research for the 2018-2019, 2019-2020, and 2020-21 School Years

Dr. Alysia Odipo stated this three-year contract is renewable annually and includes a 60-day opt out clause. The district will receive a discount if the contract is signed and returned prior to May 15.

Public Comment: None

Board Member Questions: Will this cover the survey for the proposed calendar? Dr. Vilorina stated a separate contract would be needed as this contract is already dedicated to other purposes.

Member Brown moved to approve the three-year contract with Hanover Research. Member Normandin seconded.

Member Perry requested a list of all survey requests that are in the queue for Hanover.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval of Curriculum Committee Recommendation for Textbook Adoption for the Laguna Beach High School Mandarin Chinese IV Honors Course

Dr. Alysia Odipo stated this textbook was recommended by Teacher, Ermei Fan.

Public Comment: Howard Hills encourages the program.

Board members asked for confirmation that this class is for next school year.

Member Brown moved approval to adopt the Mandarin Chinese Textbooks. Member Wolff seconded.

Member Perry commented she is pleased the teacher selected the textbook.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval of Job Description: Teacher on Special Assignment (TOSA) - Technology

Mrs. Winston stated this position is filled; however, a job description was never created.

Public Comment: None

Board Member Questions: Mrs. Winston clarified the job description would not change if the TOSA-Technology were to become a full time position.

Member Brown moved approval of the job description: TOSA – Technology. Member Normandin seconded.

Board Member Discussion: Mrs. Winston clarified for the Board that this is a two-year term and the position will be reposted for next year.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval of Agreement with the Law Firm Fagen Friedman & Fulfrost for General Legal Services to the Laguna Beach Unified School District's Instructional Services Office with a Not-to-Exceed Amount of \$30,000

Dr. Odipo introduced the item stating this will cover student services.

Public Comment: None

Member Brown moved to approve the agreement with the law firm of Fagen Friedman & Fulfrost in an amount not to exceed \$30,000.00. Member Normandin seconded.

Board Member Discussion: Staff confirmed this firm has been used by the district previously.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval of Agreement for Contracted Services with MuniServices, LLC, to Perform Property Tax Forecasts and Information Services for a Fixed Fee of \$5,000

Mr. Dixon stated this item is brought forward from a recommendation by the Joint Fiscal Management Committee (JFMC). MuniServices will provide a five-year projection.

Public Comment: None

Board members asked about the accuracy of the firms projections. Mr. Dixon shared they have a reputation for being within +/- 1%.

Member Brown moved to approve the agreement for contracted services with MuniServices, LLC, to perform property tax forecasts and information services for a fixed fee of \$5,000. Member Normandin seconded.

Board Members like the idea and appreciate that the committee members on the JFMC were asked for their input. Board members notes the information received from the County is not always accurate.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval to Award Contract to Durham School Services, L.P. for School Transportation Services on a Unit Cost Basis for the 2018/19 Fiscal Year in an Amount Not-To-Exceed \$1,525,000.00

Mr. Dixon stated there were two qualified bids received and Durham was the lowest. Mr. Dixon noted the bid includes all new CNG busses and seat belts and cameras on all busses.

Public Comment: Mr. Trotter, parent in the community stated his child and others have been dropped off at the wrong stops by Durham drivers. He asked about compensation for drivers being related to performance.

Member Brown moved to approve award of the contract to Durham School Services., LLP for school transportation services on a unit cost bid for the 2018-2019 fiscal year in an amount not-to-exceed \$1,525,000.00. Member Normandin seconded.

Board Member Discussion: The Board discussed Mr. Trotter's concerns. Mr. Dixon will share Mr. Trotter's statements and discuss strong protocols regarding checking bus passes with Durham.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Approval to Award Contract to American Logistics Company, LLC. for Individualized Transportation Services on a Unit Cost Basis for the 2018/19 Fiscal Year in an Amount Not-To-Exceed \$350,000.00

Mr. Dixon stated this service is for students with special needs. American Logistics was the lowest responsible bidder.

Public Comment: None

Member Brown moved to approve award of the contract to American Logistics, LLC., for individualized transportation services on a unit cost basis for the 2018-2019 fiscal year in an amount not to exceed \$350,000.00 Member Normandin seconded.

Upon request, Mr. Dixon clarified the lowest bidder did not meet all district needs.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments

Member Brown thanked Mindy Hawkins and Margaret Warder for their statements regarding the proposed calendar. She appreciated the speakers from Non Toxic Laguna and asked that our next bid include a request for organic control methods instead of chemicals.

Clerk Perry agrees with the preference of organic options for pesticides.

President Vickers noted that a number of the requests for conference/workshop attendance were ratifications. She noted the passing of Ron Bennett from School Services and asked if the district sent a card, and it had. President Vickers reviewed the Board policy from Seattle and noted some observations. She also shared information on the harm that viewing screens on computers, phones, etc., can cause to people.

Adjournment

Member Brown moved to adjourn. Member Normandin seconded.

President Vickers announced the next regular meeting is May 8, 2018 at 6:00 p.m.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn the meeting. The meeting adjourned at 7:27 p.m.

Jan Vickers
President of the Board
May 8, 2018

Laguna Beach Unified School District

12.b. CONSENT/ACTION

May 8, 2018

Approval/Ratification: Personnel Report

Proposal

Staff proposes the Board of Education approve the Personnel Report, including various actions that are required to meet the needs of the District.

Background

It is necessary to process various personnel actions to meet staffing and operational needs. Compensation to personnel is within budgeted amounts in accordance with Board of Education policy.

Budget Impact

Expenditures are within budgeted appropriations as indicated.

Recommended Action

Staff recommends the Board of Education approve/ratify the Personnel Report and direct the Superintendent to authorize the actions requested in the report.

PERSONNEL REPORT

May 8, 2018

I. RESIGNATIONS/RETIREMENTS:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Peggy Legault PC05SE0701	Health Clerk Laguna Beach High School	June 30, 2018

II. EMPLOYMENT:

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Joseph Garcia PC05SA0901	Campus Supervisor Laguna Beach High School 0105011012-2910 Range: 24 Step: D 3.5 hours per day/5 days per week/10 month academic calendar Replaces: Tim Soobzokov	Probationary Employee General Fund \$23.05 per hour April 26, 2018

April Keller PC05GC1001	Office Assistant Laguna Beach High School 0105091012-2420 Range: 20 Step: F 2 hours per day/5 days per week/ 10.5 month calendar Replaces: Bridget Boniol	Probationary Employee General Fund \$23.13 per hour April 13, 2018
----------------------------	--	---

III. EMPLOYMENT: Student Worker/Workability Program/TPP

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Christian Beatty	Student Worker - Work Experience/TPP Laguna Beach High School 0104644571-2960 NTE: 100 hours	Special Ed Funds \$11.00 per hour April 17, 2018 June 30, 2018

IV. EMPLOYMENT: Short Term Assignments - Extra Duty

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Connie Byrnes	Attendance Specialist Laguna Beach High School 0105091012-2490 Range: 30 Step: A \$22.92 per hour 3.5 hours per day/5 days per week/NTE: 53 days Reason: Assist Attendance Office	General Fund Short Term Assignment June 21, 2018
Jacqueline Cohn	Summer Planning & Prep for School Year PD Top of the World Elementary 0102015380-1130 NTE: 10 hours	General Fund \$40.17 per hour May 8, 2018 to September 4, 2018
Carrie Denton	Sketchnoting - Planning and Prep Laguna Beach High School 0102015380-1130 NTE: 5 hours	General Fund \$40.17 per hour October 1, 2017 to June 30, 2018

IV. EMPLOYMENT: Short Term Assignments - Extra Duty (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Brett Dick	Word Study Afterschool PD - Prep Top of the World Elementary General Fund 0102015380-1130 \$40.17 per hour NTE: 4 hours	March 5, 2018 to March 26, 2018
April Keller	Records Retention Project Laguna Beach High School General Fund 0105091012-2450 Short Term Assignment NTE: 120 hours \$23.13 per hour	April 13, 2018 to June 22, 2018
Wendy Landaverde	Instructional Assistant, Special Ed El Morro Elementary Special Ed Fund 0104602120-2150 \$22.45 per hour NTE: 5 hours Reason: assist student in after school class	April 26, 2018 to May 24, 2018
Kathleen Margaretich	Summer Planning & Prep for School Year PD El Morro Elementary General Fund 0102015380-1130 \$40.17 per hour NTE: 10 hours	May 8, 2018 to September 4, 2018
Yadi Rojas	Translation for LBUSD Presents Districtwide General Fund 0102013040-1130 \$40.17 per hour NTE: 3 hours	May 2, 2018
See Employee List	ELA Work Group El Morro and Top of the World General Fund 0102015380-1130 \$40.17 per hour NTE: 1.5 hours each Employees: Brett Dick, Jamie Jameson, Liv Marshall, Kimberly Mattson, Triana Ramazan, Cama Stevens, Maryann Thomas, Sarah Wolsey	April 23, 2018
See Employee List	ELA Work Group El Morro and Top of the World General Fund 0102015380-1130 \$27.56 per hour NTE: 1.5 hours each Employees: Bundy Kinder, Margaret Warder	April 23, 2018
See Employee List	LBUSD Presents Planning and Prep Districtwide General Fund NTE: 3.5 hours each \$40.17 per hour NTES: 10 hours each Employees: Alexandria Aronson, Ashley Blum, Jeanne Brown, Jennifer DeMark, Jolene Hamilton, Marianne Lawson, Nance Morrissey, Angela Pilon, Nichole Rosa	April 17, 2018 to May 3, 2018

IV. EMPLOYMENT: Short Term Assignments - Extra Duty (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
--------------	-----------------------	------------------------

See Employee List Leadership Academy Development November 20, 2017 to
Districtwide General Fund June 30, 2018
0110035380-2450 \$27.56 per hour
NTE: 10 hours each
Employees: Margaret Warder, Elizabeth Yoder-Hale

See Employee List PLC Planning - August Training Sessions April 1, 2018 to
Top of the World Elementary General Fund June 30, 2018
0108011005-1130 \$40.17 per hour
NTE: 12 hours each
Employees: Marie Bammer, Megan Bartlett, Brooke Bismack,
Marianne Bynum, Jennifer Carlson, Halle Davidson, Brett Dick,
Michelle Douglass, Tricia Hancock, Rosie Haynes,
Tauna LaPierre, Carrie Rabay, Maryann Thomas, Sarah Wolsey

See Employee List Leadership Academy Development November 20, 2017 to
Districtwide General Fund June 30, 2018
0110035380-1130 \$40.17 per hour
NTE: 10 hours each
Employees: Bridget Beaudry-Porter, Dawn Hunnicutt,
Michelle Martinez, Kimberly Mattson

See Employee List Elementary Math Committee Outcomes April 17, 2018
El Morro and Top of the World General Fund
0102015380-1130 \$40.17 per hour
NTE: 5 hours each
Employees: Carrie Rabay, Shannon Velotta

See Employee List Math Benchmarks - All Grade Levels June 25, 2018 to
Thurston Middle School General Fund July 13, 2018
0106011008-1130 \$40.17 per hour
NTE: 15 hours each
Employees: Chris Nunziata, Stacy Quirarte

See Employee List PowerSchool Feedback Focus Group April 18, 2018
Districtwide General Fund
0113017175-1130 \$40.17 per hour
NTE: 1 hour each
Employees: Teryl Campbell, Carrie Denton, Kimberly Mattson,
Jen Merritt, Carolyn Sadler, Ina Wu

IV. **EMPLOYMENT: Short Term Assignments - Extra Duty (continued)**

Name: **Position/Site:** **Effective Date:**

See Employee List Presenters at After School PD October 11, 2017 to
 Districtwide General Fund June 30, 2018
 0102015380-1130 \$45.91 per hour
 NTE: 8 hours each
 Employees: Alexandria Aronson, Ashley Blum, Brian Kull,
 Melissa Martinez, Kimberly Mattson, Nicole Stewart,
 Melinda Vogel

See Employee List Restorative Practice PD March 13, 2018 to
 Districtwide General Fund April 12, 2018
 0102015380-1130 \$40.17 per hour
 NTE: 3 hours each
 Employees: Halle Davidson, Dustin Gowan, Christine Wagner

See Employee List Restorative Practice PD March 13, 2018 to
 Districtwide General Fund April 12, 2018
 0102015380-2150 \$27.56 per hour
 NTE: 3 hours each
 Employees: Barbara Garcia, Marlo Jensma, Eric Moore,
 Jill Norris, Tracy Paddock

See Employee List ST Math Training - Additional Meetings May 8, 2018 to
 Districtwide General Fund August 31, 2018
 0102015380-1130 \$40.17 per hour
 NTE: 5 hours each
 Employees: Andrea Bochenek, Nadia Hart, Kimberly Mattson,
 Carrie Rabay, Patti Rabun, Melinda Vogel

See Employee List Translators for LBUSD Presents May 2, 2018
 Districtwide General Fund
 0102013040-2955 \$27.56 per hour
 NTE: 3 hours each
 Employees: Luis Antonio, Raquel Gutierrez,
 Marissa Hoffman, Ivonne Cortez-Redard

Chantile Wells Additional Office Assistance April 25, 2018 to
 Top of the World Elementary General Fund May 31, 2018
 0108091005-2450 \$21.98 per hour
 NTE: 30 hours

V. EMPLOYMENT: Short Term Assignments - Performing Arts

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jason Bonham	Viola/Strings Coach	April 1, 2018 to
	Thurston Middle School	June 21, 2018
	0106315016-2970	PA Funds
	NTE: 20 hours	\$27.56 per hour
		Short Term/Intermittent Work Hours

VI. EMPLOYMENT: Short Term Assignments - Performing Arts (continued)

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
--------------	-----------------------	------------------------

Emmanuel Mora Drum Line Coach April 1, 2018 to
Laguna Beach High School PA Funds June 22, 2018
0105315016-2970 \$27.56 per hour
NTE: 94 hours Short Term/Intermittent Work Hours

Anibal Seminario Woodwinds Coach April 1, 2018 to
Thurston Middle School PA Funds June 21, 2018
0105315016-2970 \$27.56 per hour
NTE: 40 hours Short Term/Intermittent work hours

VII. EMPLOYMENT: Short Term Assignments - Performing Arts/Booster Funds

Name: **Position/Site:** **Effective Date:**
None

VIII. EMPLOYMENT: Short Term Assignments - ASB Funds

Name: **Position/Site:** **Effective Date:**
Jennifer Valousky Ticket Sales April 7, 2018 to
Laguna Beach High School ASB Funds June 15, 2018
0105311155-2955 Short Term/Intermittent Work Hours
NTE: 30 hours \$27.56 per hour

IX. EMPLOYMENT: Short Term Assignments - PTA

Name: **Position/Site:** **Effective Date:**
None

X. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2017/18:

In-Season: August 7 - November 3, 2017
CIF Playoff: November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season: November 6 - February 9, 2018
CIF Playoff: February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season: February 12 - May 11, 2018
CIF Playoff: May 14 to June 4, 2018

Baseball

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Jeff Sears	Varsity Head Coach, In Season	\$4,837.04
Jon Hendrickson	JV Head Coach, In Season	\$3,765.00
Austin Paxson	Assistant Coach, In Season	\$3,265.00
Jairo Ochoa	Assistant Coach, In Season	\$3,265.00

Beach Volleyball - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Steve McFadden	Head Coach, In Season	\$3,265.00
Nicolete Martin	Assistant Coach, In Season	\$2,055.74
Heidi Hausheer	Assistant Coach, In Season	\$2,055.74

Cheer

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mike Burns	Head Coach, In Season	\$6,637.04
Stacy Johnson	Assistant Coach, In Season	\$3,265.00

Golf - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Sean Quigley	Head Coach, In Season	\$4,837.04
Tom Levinstein	Assistant Coach, In Season	\$3,265.00
Scott Finn	Assistant Coach, In Season	\$3,765.00

Lacrosse - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Chris Nunziata	Head Coach, In Season	\$6,046.30
Rich Knox	Assistant Coach, In Season	\$3,265.00

Lacrosse - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Alexandra Holtz	Head Coach, In Season	\$6,046.30
Samantha Collins	Assistant Coach, In Season	\$3,265.00

X. **EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund (cont'd)**

Work Site: Laguna Beach High School

General Fund Account: 0105311075-1185/2140

Softball

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
James Crawford	Head Coach, In Season	\$4,837.04
Scott Crawford	Assistant Coach, In Season	\$3,265.00
Katie Webb	Assistant Coach, In Season	\$3,265.00

Swim - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Kari Damato	Head Coach, In Season	\$3,750.71
Ethan Damato	Assistant Coach, In Season	\$3,265.00
Robert Grayeli	Assistant Coach, In Season	\$2,265.00
Trevor Lyle	Assistant Coach, In Season	\$1,000.00

Swim - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Kari Damato	Head Coach, In Season	\$3,750.70
Nathan McConnell	Assistant Coach, In Season	\$3,265.00
Cara Borkovec	Assistant Coach, In Season	\$3,265.00
Sean Sensi	Assistant Coach, In Season	\$3,265.00

Tennis - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Rick Conkey	Head Coach, In Season	\$4,837.04
Nick Radisay	Assistant Coach, In Season	\$3,265.00
Ruslan Soobzokov	Assistant Coach, In Season	\$3,265.00

Track - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Mark Harris	Head Coach, In Season	\$4,837.04
Aliya Shah	Assistant Coach, In Season	\$3,265.00
Brian Bishop	Assistant Coach, In Season	\$3,265.00

Track - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Steve Lalim	Head Coach, In Season	\$7,275.85
Tommy Newton-Neal	Assistant Coach, In Season	\$3,265.00
Craig MacDonald	Assistant Coach, In Season	\$2,576.00
Fred Pichay	Assistant Coach, In Season	\$689.00

Volleyball - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Doug Mauro	Head Coach, In Season	\$4,837.04
Paul Cuevas	Assistant Coach, In Season	\$3,265.00
Chris Levander	Assistant Coach, In Season	\$3,265.00
Karen Roberts	Assistant Coach, In Season	\$3,265.00

XI. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/Booster Funded

Work Site: Laguna Beach High School
Booster Account: 0105315310-1185/2140

Fall Sports Calendar 2017/18:

In-Season: August 7 - November 3, 2017
CIF Playoff: November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season: November 6 - February 9, 2018
CIF Playoff: February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season: February 12 - May 11, 2018
CIF Playoff: May 14 to June 4, 2018

Baseball

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Austin Paxson	Assistant Coach, Preseason	\$600.00
Jon Hendrickson	Assistant Coach, Preseason	\$600.00
Jairo Ochoa	Assistant Coach, Preseason	\$600.00

Soccer - Boys

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Daniel Richards	Head Coach, Post Season	\$3,000.00

Soccer - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ben Helm	Head Coach, Post Season	\$1,700.00
Daniel Pask	Assistant Coach, Post Season	\$1,200.00

Surf

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Alisha Cairns	Assistant Coach, Post Season	\$1,500.00

Track - Girls

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Steve Lalim	Head Coach, Preseason	\$1,800.00

XII. Employment and Resignation- Substitute Teachers & Classified Substitutes:

Employment:

None

Laguna Beach Unified School District

12.c. CONSENT/ACTION

May 8, 2018

Approval/Ratify: Conference/Workshop Attendance

Mike Conlon and Livi Marshall “CAASPP Conference” - February 6, 2018 – Irvine, CA. Attendees learned current CAASPP testing standards.

Fiscal Impact:

\$ 14.31 Transportation
\$ 14.31 TOTAL

Account #0108091005 – 5220 – TOW - Travel & Conference

Victoria Brinkmeyer - “California Council for the Social Studies Annual Conference” March 23-25, 2018 – San Diego, CA. Victoria was approved to attend this conference on January 9, 2018. The original amount approved for registration and parking was not enough to cover the expenses related to her attendance. Approval is requested for the following additional costs:

Fiscal Impact:

\$ 30.00 Registration
\$ 20.00 Parking
\$ 50.00 TOTAL

Account #0010501012 – 5220 – LBHS - Travel & Conference

Pam Howland and Livi Marshall – “Los Alamitos K-5 Reading Institute Visit ” – April 19, 2018 – Los Alamitos, CA. Attendees will observe a reading program and gather information regarding an intensive reading program of potential use in LBUSD.

Fiscal Impact:

\$ 35.53 Transportation
\$ 300.00 Substitutes
\$ 335.53 TOTAL

Account #0104613310 – 5220 & 1190 – Special Ed - Travel & Conference & Substitutes
Account #0108011025 – 5220 & 1190 – Special Ed - Travel & Conference & Substitutes

Michael Keller, Mindy Hawkins, and Penny Dressler – “TUPE Consortium Meeting” – April 24, 2018 – Costa Mesa, CA. Meeting will include discussion regarding activities related to the Tobacco Use Prevention Program and coordination with surrounding districts regarding activities and promotions.

Fiscal Impact:

\$ 33.80 Transportation
\$ 150.00 Substitutes
\$ 183.80 TOTAL

Account #010214342– 5220 & 1190 – TUPE – Travel & Conference & Substitutes

Ann Moneymaker – “Year End Fixed Assets/Stores Classic ” – May 3, 2018 – Costa Mesa, CA. Attendees will review the process and reporting of fixed assets depreciation.

Fiscal Impact:

\$ 18.86 Mileage

\$ 18.86 TOTAL

Account #0102477408– 5220 – Instruction- Travel & Conference

Cory Day – “California Green Ribbon School Recognition Awards” – May 3, 2018 – Anaheim, CA. Attendance to this awards ceremony was approved on April 17, 2018; however, mileage and parking expenses were not requested in the original submission.

Fiscal Impact:

\$ 28.62 Mileage

\$ 15.00 Parking

\$ 43.62 TOTAL

Account #0108091005 – 5220 – TOW Admin - Travel & Conference

Amy Kernan and Alexis Karol – “Annual Career Technical Education Advisory Board Meeting” – May 9, 2018 – Foothill Ranch, CA. Annual Perkins Consortium Advisory Meeting between Saddleback Valley Unified School District and Laguna Beach Unified School District to review the status of pathways, meet industry leaders, and discuss goals for next year.

Fiscal Impact:

\$ 21.00 Transportation

\$ 75.00 Substitutes

\$ 96.00 TOTAL

Account #0105114695 – 5220 & 1190 – CTE Incentive Grant - Travel & Conference & Substitutes

Bob Billinger – “Addressing Targeted School Violence and Responding to Mass Casualty Events” – May 10, 2018 – Tustin, CA. Trainers will provide critical information on behavioral pre-incident indicators of targeted school violence and threat management strategies.

Fiscal Impact:

\$ 10.00 Registration

\$ 10.00 TOTAL

Account #0105011012 - 5220 – LBHS - Travel & Conference

Chris Duddy and Mike Conlon – “6th Annual OCDE Annual Language Learner Celebration” – May 10, 2018 – Tustin, CA. OCDE holds an annual event to recognize individuals from districts across Orange County who have made significant contributions in promoting success for Language Learners. Mr. Duddy and Mr. Conlon are additional attendees to this previously approved event and there is no additional cost.

Fiscal Impact: None

Alysia Odipo, Mike Morrison, Nikki Romano, Jill Norris, Christina Price – “Media and Information Literacy Summit: The Curious Skeptic” – May 23, 2018 – Sacramento, CA. Participants will discuss what information literacy is and why it’s important in implementing model school library standards.

Fiscal Impact:

\$ 100.00	Registration
\$ 1,000.00	Transportation Air/Shuttle
\$ 125.00	Meals
\$ 300.00	Substitutes
\$ 1,525.00	TOTAL

Account #0102015380–5220 & 2760 – Staff Development – Travel/Conference & Substitutes

Alysia Odipo, Amy Kernan, and Nikol King – “Understanding Dual Enrollment, Concurrent Enrollment, and Articulation Agreements” – May 29, 2018 – Costa Mesa, CA. Attendees will gain a better understanding of the policies, strategies, and new initiatives that play a significant role in dual enrollment and articulation opportunities for students.

Fiscal Impact: None

Nichole Rosa, Alex Aronson, Angela Pilon, and Ivonne Redard – “Parent Support Services Faire” – May 31, 2018 – Costa Mesa, CA. Attendees will have the opportunity to learn about the services from more than 50 local community agencies.

Fiscal Impact:

\$ 40.00	Registration
\$ 40.00	TOTAL

Account #0105011012 - 5220 – LBHS - Travel & Conference

Yadhira Rojas and Ivonne Redard – “The Community Interpreter” – June 18-22, 2018 – Costa Mesa, CA. This is a 40-hour certificate program. It provides the prerequisite for national interpreting certification. This is a five-day interactive skills-based program.

Fiscal Impact:

\$ 700.00	Registration
\$ 155.88	Transportation
\$ 150.00	Meals
\$ 1005.88	TOTAL

Account #0102013045 – 5220– Title III - Travel & Conference & Substitutes

Alysia Odipo and Yadhira Rojas – “California English Learner Roadmap” – June 20, 2018 – Costa Mesa, CA. The California English Learner Roadmap is a groundbreaking policy update that addresses the vision that “English learners fully and meaningfully access and participate in a twenty-first century education” and attain high levels of English proficiency, mastery of grade level standards, and opportunities to develop proficiency in multiple languages.

Fiscal Impact:

\$ 150.00	Registration
\$ 16.00	Transportation
\$ 166.00	TOTAL

Account #0102013040 – 5220 – Title I- Travel & Conference

Jason Allemann, Dawn Hunnicutt, Nancy Mooers, Valorie Quigley, Jenny Salberg, Michelle Martinez, and Christopher Nunziata – “Professional Learning Communities at Work Institute” – June 24-27, 2018 – Santa Clara, CA. The institute provides opportunities for networking, breakout sessions, panel experts, and a working knowledge to revisit and review the PLC process for existing and new team members.

Fiscal Impact:

\$ 4,823.00	Registration
\$ 1,780.00	Transportation
\$ 7,037.84	Lodging
\$ 1,260.00	Meals
\$ 600.00	Taxi/Shuttle/Uber/Parking
\$ 15,500.84	TOTAL

Account #0105011012– 5220 – LBHS - Travel & Conference
Account #0106011008– 5220 – TMS - Travel & Conference

Margaret Warder – “9th Annual Safe Schools Conference” – July 18-20, 2018 – Garden Grove, CA. Attendees will hear various speakers reviewing the aspects of school safety and crisis management.

Fiscal Impact:

\$ 389.00	Registration
\$ 79.50	Transportation
\$ 468.58	TOTAL

Account #0108091005 – 5220 – TOW Admin - Travel & Conference

Ivonne Redard, Yadhira Rojas, Raquel Gutierrez, Marissa Hoffman, and Christy Carillo – “2nd Annual Interpreters and Translators Conference” – September 28, 2018 – Costa Mesa, CA. Staff will receive powerful tools and best practices for IEP meetings, cultural diversity, technology, and presentation skills.

Fiscal Impact:

\$ 500.00	Registration
\$ 77.91	Transportation
\$ 577.91	TOTAL

Account #0108091005 – 5220 – TOW Admin - Travel & Conference

Total Fiscal Impact: \$20,036.33

Laguna Beach Unified School District

12.d. CONSENT/ACTION

May 8, 2018

Approval: Interdistrict Attendance Agreements – Resident Students to Other District(s)

Proposal

Staff proposes that the Board of Education approve the following Interdistrict Attendance Agreement(s) for resident student(s) to attend another school district.

Background

Board Policy 5035 and Education Code 48204 delineate the conditions for Interdistrict Attendance Agreements. These agreements are based upon factors intended to positively affect student achievement and welfare. The Agreement must also be approved by the Board of Education of the cooperating district.

Implications

The action will allow resident student(s) to attend another school district. It is the practice of staff to recommend approval as per Board policy; however, Board members have the option to consider each case separately and approve or deny requests. These requests are for the **2018/2019 school year**.

Budget Impact

The District will have reduced expenditures as a result of reduced student enrollment as follows:

Summary of Interdistrict Transfer Agreements Out - 2018-19				
School of Residence	IDT's Out for 2017/18	2017/18 Est. Reduced Cost (\$8500 per student)	IDT's Out for 2018/19 (to date)	2018/19 Est. Reduced Cost (\$8500 per student)
LBHS	14	\$ 119,000.00	6	\$ 51,000.00
TMS	4	\$ 34,000.00	2	\$ 17,000.00
TOW/ELM	14	\$ 119,000.00	10	\$ 85,000.00
Total	32	\$ 272,000.00	18	\$ 153,000.00

Recommended Action

Staff recommends the Board of Education approve the attached list of students requesting Interdistrict Attendance Agreements as presented.

<u>Name</u>	<u>Grade</u>	<u>District</u>	<u>Reason</u>
Amy M.	6	Capo USD	3

- (1) Employee - Renewal
- (2) Employee – New
- (3) Special Need/Request

Laguna Beach Unified School District

12.e. **CONSENT/ACTION**

May 8, 2018

Approval: Interdistrict Attendance Agreements Student(s) From Other Districts

Proposal

Staff proposes that the Board of Education approve the following Interdistrict Attendance Agreement request(s) for student(s) to attend Laguna Beach Unified School District.

Background

Board Policy 5035 and Education Code 48204 provide for Interdistrict Attendance Agreements. Because of limited District resources, the Governing Board discourages transfers into the District and will consider approving such transfers only on a case-by-case basis through an Interdistrict Attendance Agreement with another district.

Implications

This proposed action would approve the request of a non-resident student to attend Laguna Beach Unified Schools. The request(s) is/are for the **2018/2019 school year**.

Budget Impact

The budget impact that will occur as a result of this action is approximately \$8,500.00 per school year per student. This represents the estimated annual cost per student. The spreadsheet below outlines the number of Interdistrict Transfers into LBUSD for 2016/17 and 2017/18.

Summary of Interdistrict Transfer Agreements In 2018-19 Staff Members				
Requested School	IDT's In - 2016/17	IDT's In - 2017/18	IDT's In 2018/19 (to date)	2018/19 Estimated Cost (\$8500 per student)
LBHS	6	5	1	\$8,500
TMS	10	6		
TOW/ELM	34	27	8	\$68,000
Total	50	38	9	\$76,500

Recommended Action

Staff recommends the Board of Education approve the attached request(s) for Interdistrict Attendance Agreement.

Student FN, LI	Grade	LBUSD School	District of Residence	Transfer Reason
Aidan D.	1	TOW	Saddleback	1
Eliana M.	5	TOW	Saddleback	1

- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request

Laguna Beach Unified School District

12.f. CONSENT/ACTION

May 8, 2018

Denial: Interdistrict Attendance Agreement - Student From Other District

Proposal

Staff proposes that the Board of Education deny the following Interdistrict Attendance Agreement request for one student to attend Laguna Beach Unified School District.

Background

Board Policy 5117 and Education Code 48204 provide for Interdistrict Attendance Agreements. Because of limited District resources, the Governing Board discourages transfers into the District and will consider approving such transfers only on a case-by-case basis through an Interdistrict Attendance Agreement with another district, per the guidelines outlined in the Laguna Beach Unified School District's Administrative Regulation 5117.

Implications

This proposed action would deny the request of a non-resident student to attend Laguna Beach Unified Schools. The request is for the 2018/2019 school year.

Budget Impact

No budget impact will occur as a result of this action.

Recommended Action

Staff recommends the Board of Education deny the following request for Interdistrict Attendance Agreement.

<u>Name</u>	<u>Grade</u>	<u>District</u>	<u>Reason</u>
Hamza F.	1	Saddleback USD	3
(1)	Employee - Renewal		
(2)	Employee - New		
(3)	Special Need/Request		

Laguna Beach Unified School District

12.g. CONSENT/ACTION

May 8, 2018

Approval: Acceptance of Gifts – Checks Totaling \$7,300.00

Proposal

Staff proposes the Board of Education accept the following gifts to the District – checks totaling \$7,300.00.

Background

After acceptance by the Board of Education, a letter of thanks and acknowledgement will be mailed to the donors.

Recommended Action

Staff recommends the Board of Education accept the following gifts, as presented:

Type of Gift	Donor	Amount/Gift	Disposition
Check	Pacific Life Foundation	\$3,000.00	LBHS 3T's of Education
Check	Pacific Life Foundation	\$3,000.00	TMS Passion Projects
Check	J. Wallace/American Modular Systems	\$300.00	Green Ribbon Event
Credit Card	M. Starkey/Schneider Electric	\$1,000.00	Green Ribbon Event
Total		\$7,300.00	

Laguna Beach Unified School District

12.h. ACTION

May 8, 2018

Approval: Agreements for Contracted Services-Special Education

Proposal

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary services for special education students.

Background

Approval by the Board of Education will provide needed services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

Budget Impact

The expenses associated with the attached contracts are included in the current Special Education budget.

Recommended Action

Staff recommends the Board of Education approve the contracts as listed.

Laguna Beach Unified School District

Agreements for Contracted Services – May 8, 2018

Contractor	Description of Services	Term	Funding	Cost
Independent Contract Richard A. Shillabeer, Psy.D.	Neuropsychological evaluations for two special education students	04/14/18- 06/21/18	Outside Assessment 0104132460-5895	\$10,000
Independent Contract Family Tree Optometric	Complete Vision evaluation for a special education student	04/17/18- 06/01/18	Outside Agency 0104632900-5895	\$ 936
Addendum Intermountain Children's Home	Non Public School Occupational therapy services for a special education student	04/01/18- 06/30/18	Non-Public School 0104072000-5878	\$ 1,469

Laguna Beach Unified School District

12.i. CONSENT/ACTION

May 8, 2018

Approval: Agreements and Contracts – Technology Services

Proposal

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary technology and services for Technology Services.

Background

Approval by the Board of Education will provide needed technology and services for the Students, Teachers and staff.

Budget Impact

The expenses associated with the attached contracts are included in current and proposed Technology Services budgets.

Recommended Action

Staff recommends the Board of Education authorize the following contracts.

Laguna Beach Unified School District

Contracts/Licenses – May 8, 2018

Contractor	Description of Services	Term	Funding	Cost
BrightBytes	Technology Survey Software License Renewal District- wide/Student/Parents/Staff	4-20-18 – 7/15/19 Renew	01134571755805	\$7,750
Pear Deck	Formative assessment for students/teachers	7/1/18 – 6/30/19 Renew	01130171755805	\$8,580
Tech4Learning	Lower elementary creation tool for slides and presentations	7/28/18 – 7/27/19 Renew	01130171755805	\$3,546

Laguna Beach Unified School District

12.j. CONSENT/ACTION

May 8, 2018

**Approval: Warrants #393631 Through #393896 In The Amount of \$1,090,182.26
Dates: 4/10/2018 through 4/27/2018**

Proposal

Staff proposes the Board of Education approve/ratify Warrants #393631 through #393896 in the amount of \$1,090,182.26.

Background

Warrants are issued for necessary equipment, supplies and services. The warrants processed include previously Board approved contracts and/or budgeted expenditures within the Board approved operating budget.

The warrant list is generated in our business office in accordance with supporting documentation and coded in compliance with the State Account Code Structure (SACS). The list is then transmitted to the Orange County Department of Education where requests are audited and warrants are ultimately issued.

Budget Impact

The warrants are in accordance with the approved 2017/2018 District Operating Budgets.

Recommended Action

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$1,090,182.26.

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041018

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
00393631	04/10/18	SM Contracting Inc.	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	2,496.00
						CHECK TOTAL:	2,496.00
00393632	04/10/18	Catlin Rice Tucker	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	3,800.00
						CHECK TOTAL:	3,800.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							6,296.00
GRAND TOTAL							6,296.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393633	04/11/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	56.96
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	169.20
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	378.60
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	51.72
			CHECK TOTAL:				
00393634	04/11/18	ALL CITY MANAGEMENT SE	3/11/18 - 3/24/18	0106098040	5860	MISC OUTSIDE VENDOR	715.60
						CHECK TOTAL:	
00393635	04/11/18	CA Assoc of Teachers o	TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	1,660.00
						CHECK TOTAL:	
00393636	04/11/18	CARE Youth Corporation	MARCH 2018	0104632210	5898	AB3632 ROOM & BOARD	6,820.00
			MARCH 2018	0104632210	5875	TUITION	3,300.00
			MARCH 2018	0104632210	5889	OTHER THERAPY	2,294.00
			CHECK TOTAL:				
00393637	04/11/18	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	31.99
			CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	165.87
			CHECK TOTAL:				
00393638	04/11/18	Displays2Go	GENERAL SUPPLIES-NON INSTRUCT	0102395980	4340	GENERAL SUPPLIES-NON INS	96.25
			CHECK TOTAL:				
00393639	04/11/18	Federal Express Corp	POSTAGE/DELIVERY	0102397406	5910	POSTAGE/DELIVERY	9.06
			CHECK TOTAL:				
00393640	04/11/18		APRIL 2018	0104632900	5878	PARENT REIMBURSEMENT (LE	2,660.00
			MILEAGE - MARCH 2018	0104256700	5880	TRANSPORTATION-IN LIEU	450.72
			CHECK TOTAL:				
00393641	04/11/18	HAWKINS, MELINDA	MATERIALS & SUPPLIES-INSTRUCT	0102014342	4310	MATERIALS & SUPPLIES-INS	203.68
			MILEAGE 10/6- TUPE CONSORTIUM	0102014342	5210	MILEAGE REIMBURSEMENT	29.75
			1/17- MILEAGE TUPE CONSORTIUM	0102014342	5210	MILEAGE REIMBURSEMENT	15.59
			REFRESHMENTS - NOT FOOD SERV	0102014342	4325	REFRESHMENTS - NOT FOOD	57.60
			CHECK TOTAL:				
00393642	04/11/18		3/19 - 3/23	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			3/26 -3/30	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
			CHECK TOTAL:				
00393643	04/11/18	McGill, Loryn Rachel	MARCH 2018	0104632900	5887	SPEECH THERAPY	1,000.00
			CHECK TOTAL:				

SELECT Check ID's and Numbers: 760 ; Check Dates: 041118

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393644	04/11/18	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0106011008 0106011008	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS	33.00 341.31 CHECK TOTAL: 374.31
00393645	04/11/18	Mosaic Network Inc.	ANNUAL SOFTWARE LICENSE FEE	0109156100	5805	ANNUAL SOFTWARE LICENSE	2,170.00 CHECK TOTAL: 2,170.00
00393646	04/11/18	New Haven Youth & Fami	FEBRUARY 2018	0104132750	5889	OTHER THERAPY	6,128.57 CHECK TOTAL: 6,128.57
00393647	04/11/18	Orange County Therapy	SUBAGREEMENTS FOR SERVICES march 2018 MARCH 2018	0104632900 0104632900 0104632900	5100 5100 5886	SUBAGREEMENTS FOR SERVIC SUBAGREEMENTS FOR SERVIC PHYSICAL THERAPY	4,200.00 21,500.00 774.00 CHECK TOTAL: 26,474.00
00393648	04/11/18	STUDENT MAGAZINE	SUBSCRIPTIONS	0105015040	4368	SUBSCRIPTIONS	115.00 CHECK TOTAL: 115.00
00393649	04/11/18	The LaunchPad Therapy	MARCH 2018	0104632900	5885	OCCUPATIONAL THERAPY	2,530.00 CHECK TOTAL: 2,530.00
00393650	04/11/18	TOTAL RECALL CAPTIONIN	MARCH 2018	0104622510	5860	MISC OUTSIDE VENDOR	4,200.00 CHECK TOTAL: 4,200.00
00393651	04/11/18	StorageContainer.com	APRIL 2018	4208498675	6230	BUILDING IMPROVEMENTS	71.50 CHECK TOTAL: 71.50
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							65,479.97
GRAND TOTAL							65,479.97

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393652	04/12/18	Burnham Benefits Insur	APRIL 2018	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00393653	04/12/18	CDW GOVERNMENT LLC	CONSULTANTS-COMPUTER SERVICES	0113457175	5832	CONSULTANTS-COMPUTER SER	868.81
						CHECK TOTAL:	868.81
00393654	04/12/18	Cox Communications	APRIL 2018	0113457175	5940	INTERNET CONNECTIVITY	161.37
						CHECK TOTAL:	161.37
00393655	04/12/18	GST	EQUIPMENT-NEW	0105091012	4410	EQUIPMENT-NEW	1,486.66
						CHECK TOTAL:	1,486.66
00393656	04/12/18	Infinity Communication	CONSULTANTS-OTHER	0102395090	5831	CONSULTANTS-OTHER	3,825.00
						CHECK TOTAL:	3,825.00
00393657	04/12/18	Lakeshore Learning Mat	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	220.92
						CHECK TOTAL:	220.92
00393658	04/12/18	Nasco Scientific	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	791.43
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	433.81
						CHECK TOTAL:	1,225.24
00393659	04/12/18	New Haven Youth & Fami	MARCH 2018	0104132750	5889	OTHER THERAPY	7,380.65
						CHECK TOTAL:	7,380.65
00393660	04/12/18	OC SLLC INC.	FEB 2018-APR 2018 SEEING STARS	0104632900	5889	OTHER THERAPY	4,085.00
			MARCH 2018	0104632900	5889	OTHER THERAPY	190.00
						CHECK TOTAL:	4,275.00
00393661	04/12/18	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	33.53
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	10.75
			GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	157.72
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	8.18
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	98.29
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	13.12
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	109.88
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	22.62
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	7.52
			GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	52.13
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	103.38
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	163.24
			PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	397.22
						CHECK TOTAL:	1,177.58

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount	
00393662	04/12/18	Pacific Audiologics	OUTSIDE ASSESSMENT FEES	0102172850	5895	OUTSIDE ASSESSMENT FEES	3,400.00	
							CHECK TOTAL:	3,400.00
00393663	04/12/18	PT FOR KIDS	MARCH 2018	0104632900	5886	PHYSICAL THERAPY	2,700.00	
							CHECK TOTAL:	2,700.00
00393664	04/12/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	155.15	
			COPIER PAPER	0102397400	4312	COPIER PAPER	333.59	
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	-155.15	
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	17.44	
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	87.48	
			COPIER PAPER	0106011008	4312	COPIER PAPER	833.99	
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	117.45	
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	30.39	
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	21.51	
							CHECK TOTAL:	1,441.85
00393665	04/12/18	Verizon Wireless LA	MOBILE COMMUNICATIONS	0113457175	5930	MOBILE COMMUNICATIONS	2,175.13	
							CHECK TOTAL:	2,175.13
00393666	04/12/18	Western OC Self Funded	3RD PREMIUM - 2017-2018	0102397400	3602	WORKERS' COMP, CLASSIFIED	29,010.00	
			3RD PREMIUM - 2017-2018	0102017400	3601	WORKERS' COMP, CERTIFICATE	67,690.00	
							CHECK TOTAL:	96,700.00
TOTAL FOR STOCK 76							Laguna Beach's check stock ID	132,038.21
GRAND TOTAL								132,038.21

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393667	04/13/18	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	137.76
CHECK TOTAL:							137.76
00393668	04/13/18	Gold Star Foods	FOOD	1302277426	4700	FOOD	386.32
			FOOD	1302277426	4700	FOOD	953.84
			FOOD	1302277426	4700	FOOD	956.76
			FOOD	1302277426	4700	FOOD	44.48
			FOOD	1302277426	4700	FOOD	51.62
			FOOD	1302277426	4700	FOOD	298.29
CHECK TOTAL:							2,691.31
00393669	04/13/18	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	132.84
			FOOD	1302277426	4700	FOOD	99.58
			FOOD	1302277426	4700	FOOD	95.29
			FOOD	1302277426	4700	FOOD	120.63
			FOOD	1302277426	4700	FOOD	107.82
			FOOD	1302277426	4700	FOOD	57.22
			FOOD	1302277426	4700	FOOD	114.95
			FOOD	1302277426	4700	FOOD	51.18
			FOOD	1302277426	4700	FOOD	51.18
			FOOD	1302277426	4700	FOOD	25.51
CHECK TOTAL:							856.20
00393670	04/13/18	Mandarin King	FOOD	1302277426	4700	FOOD	200.00
			FOOD	1302277426	4700	FOOD	240.00
CHECK TOTAL:							440.00
00393671	04/13/18	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	103.50
CHECK TOTAL:							268.50
00393672	04/13/18	Sysco Food Service of	FOOD	1302277426	4700	FOOD	338.01
			FOOD	1302277426	4700	FOOD	49.78
			FOOD	1302277426	4700	FOOD	159.58
			FOOD	1302277426	4700	FOOD	411.29
			FOOD	1302277426	4700	FOOD	44.03
CHECK TOTAL:							1,002.69
00393673	04/13/18	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	-68.56
			FOOD	1302277426	4700	FOOD	-137.12
			FOOD	1302277426	4700	FOOD	92.08
			FOOD	1302277426	4700	FOOD	126.08
			FOOD	1302277426	4700	FOOD	145.36
			FOOD	1302277426	4700	FOOD	607.12

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	370.79
			FOOD	1302277426	4700	FOOD	70.38
			FOOD	1302277426	4700	FOOD	325.13
						CHECK TOTAL:	1,531.26
00393674	04/13/18	Z PIZZA INC	FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	243.00
			FOOD	1302277426	4700	FOOD	80.00
			FOOD	1302277426	4700	FOOD	162.00
			FOOD	1302277426	4700	FOOD	144.00
						CHECK TOTAL:	719.00
00393675	04/13/18	R. Jensen Company Inc	BUILDING IMPROVEMENTS	2508498410	6230	BUILDING IMPROVEMENTS	4,126.90
						CHECK TOTAL:	4,126.90
00393676	04/13/18	R. Jensen Company Inc	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	49,000.00
						CHECK TOTAL:	49,000.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	60,773.62
			GRAND TOTAL				60,773.62

SELECT Check ID's and Numbers: 760 ; Check Dates: 041618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393677	04/16/18	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	2,690.28
						CHECK TOTAL:	2,690.28
00393678	04/16/18	BrightView Landscape S	LANDSCAPE/IRRIGATION	0108477408	5680	LANDSCAPE/IRRIGATION	1,407.33
						CHECK TOTAL:	1,407.33
00393679	04/16/18		MARCH 2018 - SPEECH	0104072000	5878	PARENT REIMBURSEMENT (LE	860.00
						CHECK TOTAL:	860.00
00393680	04/16/18	Calright Instruments I	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	302.68
						CHECK TOTAL:	302.68
00393681	04/16/18	Certified Transportati	CHARTER BUS-ATHLETIC/FIELD TRP	0106015040	5865	CHARTER BUS-ATHLETIC/FIE	945.52
			CHARTER BUS-ATHLETIC/FIELD TRP	0106015040	5865	CHARTER BUS-ATHLETIC/FIE	1,516.86
						CHECK TOTAL:	2,462.38
00393682	04/16/18	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	170.57
						CHECK TOTAL:	170.57
00393683	04/16/18		3/9/18 - 3/11/18	0104256700	5881	NPS TRANSPORTATION-IN LI	691.18
			12/16/17 - 12/17/17	0104256700	5881	NPS TRANSPORTATION-IN LI	556.74
						CHECK TOTAL:	1,247.92
00393684	04/16/18	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105014730	5865	CHARTER BUS-ATHLETIC/FIE	341.24
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	4,361.19
			CHARTER BUS-ATHLETIC/FIELD TRP	0105014730	5865	CHARTER BUS-ATHLETIC/FIE	551.45
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311012	5865	CHARTER BUS-ATHLETIC/FIE	591.05
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	3,428.19
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311012	5865	CHARTER BUS-ATHLETIC/FIE	682.48
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,160.80
			CHARTER BUS-ATHLETIC/FIELD TRP	0113015040	5865	CHARTER BUS-ATHLETIC/FIE	170.62
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,873.26
						CHECK TOTAL:	15,160.28
00393685	04/16/18	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-306.04
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	111.54
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	342.65
						CHECK TOTAL:	148.15
00393686	04/16/18	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	10.71
						CHECK TOTAL:	10.71
00393687	04/16/18	Konica Minolta	MARCH 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	83.07
			MARCH 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	61.27

SELECT Check ID's and Numbers: 768 ; Check Dates: 041618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MARCH 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	214.17
			MARCH 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	132.11
			MARCH 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	42.15
			MARCH 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	102.64
			MARCH 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	338.77
			MARCH 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	165.35
			MARCH 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	128.55
			MARCH 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	345.56
			MARCH 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	347.39
			MARCH 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	1,225.36
			MARCH 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	57.71
			MARCH 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	230.83
						CHECK TOTAL:	3,474.93
00393688	04/16/18	KRUGER TEAM SPORT	MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	474.85
			MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	32.27
						CHECK TOTAL:	507.12
00393689	04/16/18	NCS Pearson Inc.	TESTS/SCORING	0102014011	4330	TESTS/SCORING	249.01
						CHECK TOTAL:	249.01
00393690	04/16/18	OCEAN Institute	5/25 - HOUSE FOR HERMIT CRAB	0108015570	5860	MISC OUTSIDE VENDOR	860.00
						CHECK TOTAL:	860.00
00393691	04/16/18	Southern Calif Gas Co.	MARCH 2018	0105477409	5510	UTILITIES - HEAT	56.63
			MARCH 2018	0105477409	5510	UTILITIES - HEAT	249.89
			MARCH 2018	0105477409	5510	UTILITIES - HEAT	259.06
			MARCH 2018	0106477409	5510	UTILITIES - HEAT	407.28
			MARCH 2018	0102477409	5510	UTILITIES - HEAT	40.41
			MARCH 2018	0102477409	5510	UTILITIES - HEAT	27.80
			MARCH 2018	0108477409	5510	UTILITIES - HEAT	253.82
						CHECK TOTAL:	1,294.89
00393692	04/16/18	Sparklette	MISC OUTSIDE VENDOR	0102397400	5860	MISC OUTSIDE VENDOR	158.88
						CHECK TOTAL:	158.88
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							31,005.13
GRAND TOTAL							31,005.13

SELECT Check ID's and Numbers: 760 ; Check Dates: 041718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393693	04/17/18	Air-Ex Air Conditionin	HVAC HVAC	0108477408	5660	HVAC	1,147.49
				0102477408	5660	HVAC	17,972.00
						CHECK TOTAL:	19,119.49
00393694	04/17/18	AMERICAN LOGISTICS COM	MARCH 2018	0104256700	5100	SUBAGREEMENTS FOR SERVIC	42,595.00
						CHECK TOTAL:	42,595.00
00393695	04/17/18	Bandettini, Sandra	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0102115398	4310	MATERIALS & SUPPLIES-INS	155.85
				0102115398	4310	MATERIALS & SUPPLIES-INS	20.00
						CHECK TOTAL:	175.85
00393696	04/17/18	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	2,716.33
						CHECK TOTAL:	2,716.33
00393697	04/17/18	Brian Kull	3/15-3/17 - CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	170.15
						CHECK TOTAL:	170.15
00393698	04/17/18		MARCH 2018 - SOCIAL	0104072000	5878	PARENT REIMBURSEMENT (LE	280.00
						CHECK TOTAL:	280.00
00393699	04/17/18	CHEN, JENNIFER	MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	232.22
						CHECK TOTAL:	232.22
00393700	04/17/18	Dwight, Katie	3/15-3/17 -CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	156.86
						CHECK TOTAL:	156.86
00393701	04/17/18	Foreign Candy Company	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	319.87
						CHECK TOTAL:	319.87
00393702	04/17/18	Irene White	GENERAL SUPPLIES-NON INSTRUCT	0102115398	4340	GENERAL SUPPLIES-NON INS	30.81
						CHECK TOTAL:	30.81
00393703	04/17/18	Keller, Michael	2/28- 3/1 -STUDENT MENTAL WELL 2/8-2/10 - EQ LEADERSHIP SUMM	0109156100	5220	TRAVEL & CONFERENCE	442.92
				0102015380	5220	TRAVEL & CONFERENCE	204.98
						CHECK TOTAL:	647.90
00393704	04/17/18	LE, VAN	3/15-3/17 - CUE CONF	0113457175	5220	TRAVEL & CONFERENCE	244.65
						CHECK TOTAL:	244.65
00393705	04/17/18	Maintex	CUSTODIAL CONSUMABLES (PAPER) OTHER CUSTODIAL SUPPLIES	0106477409	4360	CUSTODIAL CONSUMABLES (PA	-318.55
				0105477409	4361	OTHER CUSTODIAL SUPPLIES	3,703.37
						CHECK TOTAL:	3,384.82
00393706	04/17/18	Margaretich, Kathleen	MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	48.59

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0107011020	4310	MATERIALS & SUPPLIES-INS	223.81
						CHECK TOTAL:	272.40
00393707	04/17/18		4/2 - 4/6 4/9 - 4/13	0104632900	5878	PARENT REIMBURSEMENT (LE	1,300.00
				0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
						CHECK TOTAL:	2,925.00
00393708	04/17/18	Medco Supply Co.	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	1,782.60
						CHECK TOTAL:	1,782.60
00393709	04/17/18	OCDE	5/3 - CONSTRUCTING MEANING OUTSIDE PRINTING	0102013040	5220	TRAVEL & CONFERENCE	125.00
				0102397406	5870	OUTSIDE PRINTING	646.50
						CHECK TOTAL:	771.50
00393710	04/17/18	Parta Perkins	3/15-3/17 - CUTE CONF	0113017175	5220	TRAVEL & CONFERENCE	490.35
						CHECK TOTAL:	490.35
00393711	04/17/18	Randi Beckley	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	98.68
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	9.96
						CHECK TOTAL:	108.64
00393712	04/17/18	Rothman, Jesse	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	86.66
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	37.98
						CHECK TOTAL:	124.64
00393713	04/17/18	Shannon Velotta	3/15-3/17- CUE CONF	0113017175	5220	TRAVEL & CONFERENCE	240.06
						CHECK TOTAL:	240.06
00393714	04/17/18	SLR Transportation	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	600.00
						CHECK TOTAL:	600.00
00393715	04/17/18	StuNewsLaguna.com	ADVERTISING	0105114695	5815	ADVERTISING	100.00
						CHECK TOTAL:	100.00
00393716	04/17/18	Wolff, Peggy	3/21-3/22 - SF2 SPRING SYMP	0101377100	5220	TRAVEL & CONFERENCE	61.00
						CHECK TOTAL:	61.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							77,550.14
GRAND TOTAL							77,550.14

SELECT Check ID's and Numbers: 760 ; Check Dates: 041818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393717	04/18/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	10.47
						CHECK TOTAL:	10.47
00393718	04/18/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	141.15
						CHECK TOTAL:	141.15
00393719	04/18/18	Aronson, Alexandria	2/28 - 3/1- WELLNESS TOGETHER	0109156100	5220	TRAVEL & CONFERENCE	347.65
						CHECK TOTAL:	347.65
00393720	04/18/18	AT&T	MARCH 2018 MARCH 2018 MARCH 2018	0102477409 0105477409 0106477409	5920 5920 5920	TELEPHONE SERVICE TELEPHONE SERVICE TELEPHONE SERVICE	30.00 6.48 20.17
						CHECK TOTAL:	56.65
00393721	04/18/18	BEST Contracting Servi	ROOFING	0105477408	5609	ROOFING	9,250.00
						CHECK TOTAL:	9,250.00
00393722	04/18/18	CDE Press	TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	800.00
						CHECK TOTAL:	800.00
00393723	04/18/18	CDW GOVERNMENT LLC	EQUIPMENT-COMPUTER EQUIPMENT-COMPUTER	0105477408 0102477408	4460 4460	EQUIPMENT-COMPUTER EQUIPMENT-COMPUTER	345.00 864.00
						CHECK TOTAL:	1,209.00
00393724	04/18/18	Corso, Ian	GENERAL SUPPLIES-NON INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108477408 0108011005	4340 4310	GENERAL SUPPLIES-NON INS MATERIALS & SUPPLIES-INS	26.92 100.06
						CHECK TOTAL:	126.98
00393725	04/18/18	Durham School Services	11/30 - CANYON PARK 1/17 - MARINE MAMMAL 1/16 - MARINE MAMMAL 1/12 - IRVINE MUSEUM 1/30 - MARINE MAMMAL 1/26 - MARINE MAMMAL 2/5 - OCEAN INSTITUTE 2/6 - DISCOVERY CUBE 2/8 - SADDLEBACK COLLEGE 2/12 - OCEAN INSTITUTE 2/12 - CENTENNIAL FARM 2/14 - OCEAN INSTITUTE 3/1 - OCEAN INSTITUTE 2/28 - OCEAN INSTITUTE	0108015570 0109017150 0109017150 0109017150 0109017150 0109017150 0109017150 0107015600 0104644575 0109017150 0107015600 0109017150 0109017150 0109017150	5865 5865 5865 5865 5865 5865 5865 5865 5865 5865 5865 5865 5865 5865	CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE CHARTER BUS-ATHLETIC/FIE	416.06 93.73 130.76 193.74 123.91 145.89 181.63 507.84 238.35 179.49 131.92 181.08 182.23 176.15
						CHECK TOTAL:	2,882.78

SELECT Check ID's and Numbers: 76@ ; Check Dates: 041818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393726	04/18/18	Fan, Ermai	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	95.04
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	242.21
						CHECK TOTAL:	337.25
00393727	04/18/18	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	4,196.01
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	3,741.47
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,314.34
						CHECK TOTAL:	10,251.82
00393728	04/18/18	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0108015600	4310	MATERIALS & SUPPLIES-INS	182.66
						CHECK TOTAL:	182.66
00393729	04/18/18	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	424.17
						CHECK TOTAL:	424.17
00393730	04/18/18	Ganahl Lumber	MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	48.64
			MISC OUTSIDE VENDOR	0105315015	5860	MISC OUTSIDE VENDOR	205.94
						CHECK TOTAL:	254.58
00393731	04/18/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	58.19
						CHECK TOTAL:	58.19
00393732	04/18/18	LIGHTSPEED TECHNOLOGIE	EQUIPMENT-NEW	0113018640	4410	EQUIPMENT-NEW	3,901.01
						CHECK TOTAL:	3,901.01
00393733	04/18/18	Raptor Technologies LL	EQUIPMENT-NEW	0102395980	4410	EQUIPMENT-NEW	634.00
			MISC OUTSIDE VENDOR	0102395980	5860	MISC OUTSIDE VENDOR	300.00
						CHECK TOTAL:	934.00
00393734	04/18/18	SC Fuels	MARCH 2018	0105477408	4375	FUEL FOR VEHICLES	493.13
			MARCH 2018	0105477408	4375	FUEL FOR VEHICLES	90.92
						CHECK TOTAL:	584.05
00393735	04/18/18	Scanning Pens Inc.	EQUIPMENT-NEW	0104613150	4410	EQUIPMENT-NEW	282.38
						CHECK TOTAL:	282.38
00393736	04/18/18	School Services of CA	CONSULTANTS-OTHER	0102397406	5831	CONSULTANTS-OTHER	550.00
						CHECK TOTAL:	550.00
00393737	04/18/18	School Specialty Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	53.02
						CHECK TOTAL:	53.02
00393738	04/18/18	SECURE LIVE SCAN	MARCH 2018	0110397140	5845	FINGER PRINTING	200.00
						CHECK TOTAL:	200.00

SELECT Check ID's and Numbers: 768 ; Check Dates: 041818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393739	04/18/18	Small School District	DUES & MEMBERSHIPS	0101377100	5310	DUES & MEMBERSHIPS	1,200.00
						CHECK TOTAL:	1,200.00
00393740	04/18/18	State of CA/Department	MARCH 2018	0110397140	5845	FINGER PRINTING	1,310.00
						CHECK TOTAL:	1,310.00
00393741	04/18/18	Thompson Engineering	MISC REPAIR	0106477408	5690	MISC REPAIR	190.00
						CHECK TOTAL:	190.00
00393742	04/18/18	Vastex International I	EQUIPMENT-NEW	0105114695	4410	EQUIPMENT-NEW	4,819.00
						CHECK TOTAL:	4,819.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							40,356.81
GRAND TOTAL							40,356.81

SELECT Check ID's and Numbers: 760 ; Check Dates: 041918

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393743	04/19/18	AT&T	MARCH 2018	0107477409	5920	TELEPHONE SERVICE	8.10
						CHECK TOTAL:	8.10
00393744	04/19/18		APRIL 2018	0104602150	5877	PRESCHOOL TUITION	1,050.00
						CHECK TOTAL:	1,050.00
00393745	04/19/18	Backseat Driver & Asso	SUBSCRIPTIONS - ONLINE	0109017150	5813	SUBSCRIPTIONS - ONLINE	456.00
						CHECK TOTAL:	456.00
00393746	04/19/18	BrightView Landscape S	APRIL 2018	0106477409	5680	LANDSCAPE/IRRIGATION	3,081.00
			APRIL 2018	0105477408	5680	LANDSCAPE/IRRIGATION	5,591.60
			APRIL 2018	0102477409	5680	LANDSCAPE/IRRIGATION	616.20
			APRIL 2018	0107477409	5680	LANDSCAPE/IRRIGATION	4,210.70
			APRIL 2018	0108477409	5680	LANDSCAPE/IRRIGATION	3,594.50
			LANDSCAPE/IRRIGATION	0106477408	5680	LANDSCAPE/IRRIGATION	407.52
						CHECK TOTAL:	17,501.52
00393747	04/19/18	Frontier California In	APRIL 2018	0107477409	5920	TELEPHONE SERVICE	173.12
						CHECK TOTAL:	173.12
00393748	04/19/18	Frontier California In	APRIL 2018	0105477409	5920	TELEPHONE SERVICE	173.12
						CHECK TOTAL:	173.12
00393749	04/19/18	Frontier California In	APRIL 2018	0102477409	5920	TELEPHONE SERVICE	253.94
						CHECK TOTAL:	253.94
00393750	04/19/18	Frontier California In	APRIL 2018	0106477409	5920	TELEPHONE SERVICE	173.15
						CHECK TOTAL:	173.15
00393751	04/19/18	Laguna Playhouse	MISC OUTSIDE VENDOR	0107011005	5860	MISC OUTSIDE VENDOR	500.00
						CHECK TOTAL:	500.00
00393752	04/19/18	MAXIM HEALTHCARE SERVI	MARCH 2018	0104172860	5831	CONSULTANTS-OTHER	10,145.70
						CHECK TOTAL:	10,145.70
00393753	04/19/18	Midas of Laguna Beach	VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	188.72
						CHECK TOTAL:	188.72
00393754	04/19/18	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	535.91
						CHECK TOTAL:	535.91
00393755	04/19/18	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	78.07
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	100.00
						CHECK TOTAL:	178.07

SELECT Check ID's and Numbers: 760 ; Check Dates: 041918

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393756	04/19/18		APRIL 2018	0104602150	5877	PRESCHOOL TUITION	940.00
						CHECK TOTAL:	940.00
00393757	04/19/18	Safety 1st Pest Contro	MARCH 2018	0108477409	5550	PEST CONTROL	125.00
			MARCH 2018	0107477409	5550	PEST CONTROL	125.00
			MARCH 2018	0106477409	5550	PEST CONTROL	125.00
			MARCH 2018	0105477409	5550	PEST CONTROL	175.00
			MARCH 2018	0102477409	5550	PEST CONTROL	50.00
						CHECK TOTAL:	600.00
00393758	04/19/18		MARCH 2018	0104602150	5877	PRESCHOOL TUITION	210.00
						CHECK TOTAL:	210.00
00393759	04/19/18	SimplexGrinnell	MAY 2018	0105477409	5560	ALARM MONITORING	1,485.92
			MAY 2018	0107477409	5560	ALARM MONITORING	327.25
			MAY 2018	0108477409	5560	ALARM MONITORING	272.25
			MAY 2018	0106477409	5560	ALARM MONITORING	482.25
			MAY 2018	0102477409	5560	ALARM MONITORING	190.00
			MAY 2018	0102477409	5560	ALARM MONITORING	186.00
			MAY 2018	0105477409	5560	ALARM MONITORING	178.09
						CHECK TOTAL:	3,121.76
00393760	04/19/18	Southern Calif Gas Co.	MARCH 2018	0102477409	5510	UTILITIES - HEAT	23.35
						CHECK TOTAL:	23.35
00393761	04/19/18	Southern California Ed	APRIL 2018	0107477409	5520	LIGHT & POWER	2,895.91
						CHECK TOTAL:	2,895.91
00393762	04/19/18		MARCH 2018	0104602150	5877	PRESCHOOL TUITION	255.00
						CHECK TOTAL:	255.00
00393763	04/19/18	WM CURBSIDE LLC	TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	4,383.00
			TRASH - UTILITIES	0102477409	5540	TRASH - UTILITIES	1,033.10
						CHECK TOTAL:	5,416.10
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							44,799.47
GRAND TOTAL							44,799.47

SELECT Check ID's and Numbers: 760 ; Check Dates: 042018

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393764	04/20/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,479.30 1,479.30
00393765	04/20/18	Air-Ex Air Conditionin	HVAC	0106477408	5660	HVAC CHECK TOTAL:	420.00 420.00
00393766	04/20/18	Breakout EDU	MATERIALS & SUPPLIES-INSTRUCT	0113017175	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	858.00 858.00
00393767	04/20/18	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP CHECK TOTAL:	795.15 795.15
00393768	04/20/18	Harbottle Law Group	MARCH 2018 - 504 MARCH 2018	0109156100 0109156100	5835	LEGAL EXPENSE LEGAL EXPENSE CHECK TOTAL:	95.00 3,669.20 3,764.20
00393769	04/20/18	Maintex	OTHER CUSTODIAL SUPPLIES CUSTODIAL CONSUMABLES (PAPER) OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES	0108477409 0106477409 0105477409 0105477409	4361 4360 4361 4361	OTHER CUSTODIAL SUPPLIES CUSTODIAL CONSUMABLES (PA OTHER CUSTODIAL SUPPLIES OTHER CUSTODIAL SUPPLIES CHECK TOTAL:	1,993.27 155.16 74.62 32.33 2,255.38
00393770	04/20/18	NCS Pearson Inc.	TESTS/SCORING	0102014011	4330	TESTS/SCORING CHECK TOTAL:	161.67 161.67
00393771	04/20/18	OCDE	CONSULTANTS-INSTRUCTIONAL	0102014586	5830	CONSULTANTS-INSTRUCTIONA CHECK TOTAL:	7,200.00 7,200.00
00393772	04/20/18	Office Depot	GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT GENERAL SUPPLIES-NON INSTRUCT	0102397406 0113457175 0113457175	4340 4340 4340	GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS GENERAL SUPPLIES-NON INS CHECK TOTAL:	174.95 28.00 29.71 232.66
00393773	04/20/18	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	9.70 9.70
00393774	04/20/18	PAPER RECYCLING AND SH	OTHER MAINTENANCE SERVICES OTHER MAINTENANCE SERVICES	0101377100 0101377100	5692 5692	OTHER MAINTENANCE SERVIC OTHER MAINTENANCE SERVIC CHECK TOTAL:	50.00 140.00 190.00
00393775	04/20/18	Profoma True Marketing	MATERIALS & SUPPLIES-INSTRUCT	0105114695	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	507.63 507.63
00393776	04/20/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	47.46

SELECT Check ID's and Numbers: 768 ; Check Dates: 042018

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	42.31
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	6.57
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	72.16
			EQUIPMENT-NEW	0105091012	4410	EQUIPMENT-NEW	667.68
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	302.35
						CHECK TOTAL:	1,138.53
00393777	04/20/18	TalkAbroad Inc.	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	100.00
						CHECK TOTAL:	100.00
00393778	04/20/18	TPRS Publishing Inc	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	360.00
						CHECK TOTAL:	360.00
00393779	04/20/18	Triskelion Event Servi	MISC OUTSIDE VENDOR	0105114695	5860	MISC OUTSIDE VENDOR	3,407.25
						CHECK TOTAL:	3,407.25
00393780	04/20/18	Western Psychological	TESTS/SCORING	0104613150	4330	TESTS/SCORING	1,404.52
						CHECK TOTAL:	1,404.52
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	24,283.99
			GRAND TOTAL				24,283.99

SELECT Check ID's and Numbers: 768 ; Check Dates: 042318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393781	04/23/18	AVILA, BJORN	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	165.04
			MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	43.95
						CHECK TOTAL:	208.99
00393782	04/23/18	BOCHENEK, ANNIE	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	145.35
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	443.97
						CHECK TOTAL:	589.32
00393783	04/23/18	Carolyn Sadler	3/23-3/24 - SS ANNUAL CONF	0105011012	5220	TRAVEL & CONFERENCE	857.35
						CHECK TOTAL:	857.35
00393784	04/23/18	CHEN, JENNIFER	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	161.73
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	239.00
						CHECK TOTAL:	400.73
00393785	04/23/18	Christine Wagner	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	188.02
						CHECK TOTAL:	188.02
00393786	04/23/18	Costley, Chris	3/1 - MILEAGE	0104644575	5210	MILEAGE REIMBURSEMENT	21.04
			3/14-3/16 - WORKABILITY CONF	0104644575	5220	TRAVEL & CONFERENCE	408.46
						CHECK TOTAL:	429.50
00393787	04/23/18	COWLES, KRISTIN	3/22-3/25 - SS ANNUAL STUDIES	0105011012	5220	TRAVEL & CONFERENCE	851.38
						CHECK TOTAL:	851.38
00393788	04/23/18	Debbie Finnerty	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	72.92
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	218.84
						CHECK TOTAL:	291.76
00393789	04/23/18	Donna Todd	REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	107.44
						CHECK TOTAL:	107.44
00393790	04/23/18	Elizabeth Kinder	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	118.23
						CHECK TOTAL:	118.23
00393791	04/23/18	Gretchen Sjule	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	143.28
						CHECK TOTAL:	143.28
00393792	04/23/18	HANSON, HEATHER	3/23-3/25-SS ANNUAL CONF	0105011012	5220	TRAVEL & CONFERENCE	846.14
						CHECK TOTAL:	846.14
00393793	04/23/18	Irene White	GENERAL SUPPLIES-NON INSTRUCT	0104072000	4340	GENERAL SUPPLIES-NON INS	32.31
						CHECK TOTAL:	32.31

SELECT Check ID's and Numbers: 768 ; Check Dates: 042318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393794	04/23/18	Jamie Jameson	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	164.04
			MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	56.58
						CHECK TOTAL:	220.62
00393795	04/23/18	June Hosokawa	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00393796	04/23/18	KERNAN, AMY	2/1-2/2 - ILLUMINATE CONF	0102015380	5220	TRAVEL & CONFERENCE	191.20
						CHECK TOTAL:	191.20
00393797	04/23/18	KIMBALL, CYNDI	SEPTEMBER - DECEMBER MILEAGE	0104033200	5210	MILEAGE REIMBURSEMENT	364.44
			JANUARY - MARCH - MILEAGE	0104033200	5210	MILEAGE REIMBURSEMENT	222.47
						CHECK TOTAL:	586.91
00393798	04/23/18	LBHS Scholarship Found	MISC OUTSIDE VENDOR	0105015040	5860	MISC OUTSIDE VENDOR	1,000.00
						CHECK TOTAL:	1,000.00
00393799	04/23/18	MATTSON, KIMBERLY	2/1-2/2 - ILLUMINATE CONF	0102015380	5220	TRAVEL & CONFERENCE	199.77
			MARCH MILEAGE	0109397150	5210	MILEAGE REIMBURSEMENT	40.44
						CHECK TOTAL:	240.21
00393800	04/23/18	Rojas, Yadhira	REFRESHMENTS - NOT FOOD SERV	0102013040	4325	REFRESHMENTS - NOT FOOD	35.46
						CHECK TOTAL:	35.46
00393801	04/23/18	RUSH, BRADLEY	2/28-3/1-MENTAL WELLNESS CONF	0109156100	5220	TRAVEL & CONFERENCE	331.19
						CHECK TOTAL:	331.19
00393802	04/23/18	TOGAWA, GREG	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	159.25
						CHECK TOTAL:	159.25
00393803	04/23/18	Triana Ramazan	2/1-2/2 - ILLUMINATE CONF	0102015380	5220	TRAVEL & CONFERENCE	196.06
						CHECK TOTAL:	196.06
00393804	04/23/18	Waste Management of OC	MISC OUTSIDE VENDOR	0105015040	5860	MISC OUTSIDE VENDOR	183.63
						CHECK TOTAL:	183.63
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							8,408.98
GRAND TOTAL							8,408.98

SELECT Check ID's and Numbers: 760 ; Check Dates: 042418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393805	04/24/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	94.82 94.82
00393806	04/24/18	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0102477408	5661	ELECTRICAL REPAIRS CHECK TOTAL:	225.00 225.00
00393807	04/24/18	Blue Sky Outfitters	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108015060 0108015060	4310 4310	MATERIALS & SUPPLIES-INS MATERIALS & SUPPLIES-INS CHECK TOTAL:	473.37 240.82 714.19
00393808	04/24/18	Coyne & Associates Inc	MARCH 2018	0104602140	5894	IBI SUPERVISION CHECK TOTAL:	7,966.56 7,966.56
00393809	04/24/18	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS CHECK TOTAL:	5.59 5.59
00393810	04/24/18	Fisher Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	181.79 181.79
00393811	04/24/18	Frontier California In	MARCH 2018	0107477409	5920	TELEPHONE SERVICE CHECK TOTAL:	55.90 55.90
00393812	04/24/18	Frontier California In	MARCH 2018	0102477409	5920	TELEPHONE SERVICE CHECK TOTAL:	281.99 281.99
00393813	04/24/18	Frontier California In	MARCH 2018	0108477409	5920	TELEPHONE SERVICE CHECK TOTAL:	163.44 163.44
00393814	04/24/18	Home Depot	MAINTENANCE SUPPLIES PLUMBING REPAIRS PLUMBING REPAIRS MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES PLUMBING REPAIRS MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	0108477408 0102477408 0102477408 0108477408 0106477408 0102477408 0108477408 0108477408 0108477408 0108477408 0108477408	4362 5662 5662 4362 4362 5662 4362 4362 4362 4362 4362	MAINTENANCE SUPPLIES PLUMBING REPAIRS PLUMBING REPAIRS MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES PLUMBING REPAIRS MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES CHECK TOTAL:	204.59 21.75 44.72 392.81 73.86 42.72 77.41 47.41 140.06 81.11 1,126.44
00393815	04/24/18	Intermountain	BED HOLD ENROLLMENT	0104632210 0104632210	5898 5875	AB3632 ROOM & BOARD TUITION CHECK TOTAL:	1,245.00 1,500.00 2,745.00

SELECT Check ID's and Numbers: 768 ; Check Dates: 042418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393816	04/24/18	LIGHTSPEED TECHNOLOGIE	EQUIPMENT-NEW	0113018640	4410	EQUIPMENT-NEW	3,452.33
CHECK TOTAL:							3,452.33
00393817	04/24/18	Lozano Smith	TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	580.00
CHECK TOTAL:							580.00
00393818	04/24/18	Office Depot	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	31.24
CHECK TOTAL:							31.24
00393819	04/24/18	Southern Calif Gas Co.	APRIL 2018	0107477409	5510	UTILITIES - HEAT	197.41
CHECK TOTAL:							197.41
00393820	04/24/18	U.S. Bank National Ass	TRAVEL & CONFERENCE	0105311075	5220	TRAVEL & CONFERENCE	30.00
			TRAVEL & CONFERENCE	0107091005	5220	TRAVEL & CONFERENCE	689.00
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	61.31
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	81.10
			MATERIALS & SUPPLIES-INSTRUCT	0104072000	4310	MATERIALS & SUPPLIES-INS	36.95
			MATERIALS & SUPPLIES-INSTRUCT	0104072000	4310	MATERIALS & SUPPLIES-INS	28.47
			POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	17.20
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	16.95
			TRAVEL & CONFERENCE	0108091005	5220	TRAVEL & CONFERENCE	1,388.00
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	86.96
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	82.58
			RECRUITING	0110397140	5240	RECRUITING	204.99
			RECRUITING	0110397140	5240	RECRUITING	48.53
			TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	504.59
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	296.75
			REFRESHMENTS - NOT FOOD SERV	0101377350	4325	REFRESHMENTS - NOT FOOD	14.48
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	274.95
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	1,214.38
			REFRESHMENTS - NOT FOOD SERV	0108091005	4325	REFRESHMENTS - NOT FOOD	253.95
			REFRESHMENTS - NOT FOOD SERV	0110397140	4325	REFRESHMENTS - NOT FOOD	647.06
			REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	216.73
			TRAVEL & CONFERENCE	0102015380	5220	TRAVEL & CONFERENCE	1,293.56
			REFRESHMENTS - NOT FOOD SERV	0102015380	4325	REFRESHMENTS - NOT FOOD	40.25
			REFRESHMENTS - NOT FOOD SERV	0109397150	4325	REFRESHMENTS - NOT FOOD	64.58
			OTHER BOOKS	0109397150	4220	OTHER BOOKS	571.06
			MISC OUTSIDE VENDOR	0102015380	5860	MISC OUTSIDE VENDOR	100.00
			POSTAGE/DELIVERY	0109397150	5910	POSTAGE/DELIVERY	93.36
			MATERIALS & SUPPLIES-INSTRUCT	0109156100	4310	MATERIALS & SUPPLIES-INS	998.62
			TRAVEL & CONFERENCE	0109156100	5220	TRAVEL & CONFERENCE	1,347.11
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	12.84
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	47.55
			SUBSCRIPTIONS - ONLINE	0102015380	5813	SUBSCRIPTIONS - ONLINE	1,200.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			MATERIALS & SUPPLIES-INSTRUCT	0109017150	4310	MATERIALS & SUPPLIES-INS	500.53
			TRAVEL & CONFERENCE	0110377145	5220	TRAVEL & CONFERENCE	2,943.92
			MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	110.00
			MISC OUTSIDE VENDOR	0105015590	5860	MISC OUTSIDE VENDOR	5,092.70
			TRAVEL & CONFERENCE	0102397406	5220	TRAVEL & CONFERENCE	1,225.00
			TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	898.08
			TRAVEL & CONFERENCE	0113017175	5220	TRAVEL & CONFERENCE	5,089.12
			REFRESHMENTS - NOT FOOD SERV	0101377100	4325	REFRESHMENTS - NOT FOOD	829.34
			TRAVEL & CONFERENCE	0101377100	5220	TRAVEL & CONFERENCE	1,749.04
			OTHER BOOKS	0101377100	4220	OTHER BOOKS	24.39
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	14.95
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	316.05
			SUBSCRIPTIONS	0101377100	4368	SUBSCRIPTIONS	0.99
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	-140.91
			TRAVEL & CONFERENCE	0113457175	5220	TRAVEL & CONFERENCE	615.66
			REFRESHMENTS - NOT FOOD SERV	0113457175	4325	REFRESHMENTS - NOT FOOD	104.25
			ANNUAL SOFTWARE LICENSE FEE	0113017175	5805	ANNUAL SOFTWARE LICENSE	622.34
			ANNUAL SOFTWARE LICENSE FEE	0113457175	5805	ANNUAL SOFTWARE LICENSE	17.99
			MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	72.69
			MATERIALS & SUPPLIES-INSTRUCT	0113015040	4310	MATERIALS & SUPPLIES-INS	17.54
			SUBSCRIPTIONS - ONLINE	0113457175	5813	SUBSCRIPTIONS - ONLINE	106.67
			TRAVEL & CONFERENCE	0113017175	5220	TRAVEL & CONFERENCE	-2,182.53
			REFRESHMENTS - NOT FOOD SERV	0107091005	4325	REFRESHMENTS - NOT FOOD	76.80
			GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	99.94
						CHECK TOTAL:	30,168.41
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	47,990.11
			GRAND TOTAL				47,990.11

SELECT Check ID's and Numbers: 760 ; Check Dates: 042518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393821	04/25/18	Acorn Media	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	102.04
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	290.87
			CHECK TOTAL:				
00393822	04/25/18	Allemann, Jason	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	37.70
			CHECK TOTAL:				
00393823	04/25/18	ANCHOR ELECTRIC	ELECTRICAL REPAIRS	0106477408	5661	ELECTRICAL REPAIRS	756.00
			CHECK TOTAL:				
00393824	04/25/18	BEN'S MUSIC WORKSHOP I	MISC OUTSIDE VENDOR	0108011005	5860	MISC OUTSIDE VENDOR	90.00
			CHECK TOTAL:				
00393825	04/25/18	Best Best & Krieger LL	LEGAL EXPENSE	0104072000	5835	LEGAL EXPENSE	23,721.86
			CHECK TOTAL:				
00393826	04/25/18	Brian Kull	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	96.00
			CHECK TOTAL:				
00393827	04/25/18	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	745.19
			CHECK TOTAL:				
00393828	04/25/18	Chris Duddy	MATERIALS & SUPPLIES-INSTRUCT	0107015040	4310	MATERIALS & SUPPLIES-INS	161.61
			CHECK TOTAL:				
00393829	04/25/18	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	102.93
			CHECK TOTAL:				
00393830	04/25/18	COAST TO COAST COMPUTE	PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	416.99
			PRINTERS <\$250 & INK/SUPPLIES	0105011012	4322	PRINTERS <\$250 & INK/SUP	798.33
			CHECK TOTAL:				
00393831	04/25/18	Cory Day	MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	5.09
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	160.01
			MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	39.99
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	54.00
			CHECK TOTAL:				
00393832	04/25/18	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	3.45
			CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	219.81
			CHECK TOTAL:				
00393833	04/25/18	Debby Nash	FEB 2018 - APR 2018 - MILEAGE	0104072050	5210	MILEAGE REIMBURSEMENT	37.39
			CHECK TOTAL:				

SELECT Check ID's and Numbers: 760 ; Check Dates: 042518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393834	04/25/18	Diversified Electrical	ELECTRICAL REPAIRS	0102477408	5661	ELECTRICAL REPAIRS	2,870.00
						CHECK TOTAL:	2,870.00
00393835	04/25/18	Hobie Cat Company	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	817.28
						CHECK TOTAL:	817.28
00393836	04/25/18	Hovanesian, Tanya	MISC OUTSIDE VENDOR	0105011012	5860	MISC OUTSIDE VENDOR	250.00
						CHECK TOTAL:	250.00
00393837	04/25/18	Intermountain	MARCH 2018	0104632210	5875	TUITION	1,825.00
			MARCH 2018	0104632210	5889	OTHER THERAPY	5,200.00
			MARCH 2018	0104632210	5898	AB3632 ROOM & BOARD	1,000.00
						CHECK TOTAL:	8,025.00
00393838	04/25/18	Jennifer Lundblad-Bass	REFRESHMENTS - NOT FOOD SERV	0105015040	4325	REFRESHMENTS - NOT FOOD	157.30
						CHECK TOTAL:	157.30
00393839	04/25/18	Jennifer Merritt	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	138.55
			MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	121.73
						CHECK TOTAL:	260.28
00393840	04/25/18	Jose Louis Gonzales	REFRESHMENTS - NOT FOOD SERV	0105015040	4325	REFRESHMENTS - NOT FOOD	159.77
			SUBSCRIPTIONS	0105015040	4368	SUBSCRIPTIONS	75.00
						CHECK TOTAL:	234.77
00393841	04/25/18	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	1,137.36
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	59.27
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	381.91
						CHECK TOTAL:	1,578.54
00393842	04/25/18	KIMBALL, CYNDI	3/15-3/16 - WORKABILITY TRAIN	0104644575	5220	TRAVEL & CONFERENCE	361.58
						CHECK TOTAL:	361.58
00393843	04/25/18	Leighton, Ivy	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	150.00
						CHECK TOTAL:	150.00
00393844	04/25/18	Montgomery Hardware Co	OTHER MAINTENANCE SERVICES	0102477408	5692	OTHER MAINTENANCE SERVIC	1,565.69
						CHECK TOTAL:	1,565.69
00393845	04/25/18	OCDE	RECRUITING	0110397140	5240	RECRUITING	200.00
						CHECK TOTAL:	200.00
00393846	04/25/18	Performance Mechanical	HVAC	0106477408	5660	HVAC	2,435.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 042518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	2,435.00
00393847	04/25/18	Seneca Family of Agenc	MARCH 2018	0104132750	5889	OTHER THERAPY	1,200.00
						CHECK TOTAL:	1,200.00
00393848	04/25/18	Shay, Brian	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	1,590.95
						CHECK TOTAL:	1,590.95
00393849	04/25/18	Southern California Ed	APRIL 2018	0108477409	5520	LIGHT & POWER	2,506.58
						CHECK TOTAL:	2,506.58
00393850	04/25/18	MOBILE MODULAR MANAGEM	RENTAL EXPENSE	2506498410	5620	RENTAL EXPENSE	586.00
						CHECK TOTAL:	586.00
00393851	04/25/18	CARDINAL ENVIRONMENTAL	CONTRACT SERVICES	4005498440	6209	ROOFING	1,981.00
						CHECK TOTAL:	1,981.00
00393852	04/25/18	Diversified Electrical	ELECTRICAL REPAIRS	4205498650	6282	SOFT COSTS - OTHER (SPEC	6,686.00
			ELECTRICAL REPAIRS	4205498650	6282	SOFT COSTS - OTHER (SPEC	5,108.00
						CHECK TOTAL:	11,794.00
00393853	04/25/18	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	607.50
			ARCHITECTURAL DESIGN FEES	4205498028	6220	ARCHITECTURAL DESIGN FEE	600.00
			CONSULTANTS-OTHER	4202478005	5831	CONSULTANTS-OTHER	1,500.00
						CHECK TOTAL:	2,707.50
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	69,110.73
			GRAND TOTAL				69,110.73

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount				
00393854	04/26/18	Advanced Alarm Inc.	ALARM MONITORING	0107477408	5560	ALARM MONITORING	300.00				
							CHECK TOTAL:	300.00			
00393855	04/26/18	AGParts	COMPUTER SUPPLIES	0113017175	4320	COMPUTER SUPPLIES	499.75				
							COMPUTER SUPPLIES	499.75			
							COMPUTER SUPPLIES	-499.75			
							CHECK TOTAL:	499.75			
00393856	04/26/18	ALL CITY MANAGEMENT SE	MISC OUTSIDE VENDOR	0106098040	5860	MISC OUTSIDE VENDOR	357.80				
							CHECK TOTAL:	357.80			
00393857	04/26/18	Blue Shield of Califor	MAY 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	80,718.24				
							MAY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	163,882.50
							MAY 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	505.30
							MAY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	1,025.91
							CHECK TOTAL:	246,131.95			
00393858	04/26/18	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	760.18				
							LANDSCAPE/IRRIGATION	0108477408	5680	LANDSCAPE/IRRIGATION	909.40
							LANDSCAPE/IRRIGATION	0106477408	5680	LANDSCAPE/IRRIGATION	904.97
							CHECK TOTAL:	2,574.55			
00393859	04/26/18	CDW GOVERNMENT LLC	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	290.15				
							CHECK TOTAL:	290.15			
00393860	04/26/18	Frontier California In	APRIL 2018	0108477409	5920	TELEPHONE SERVICE	291.50				
							APRIL 2018	0107477409	5920	TELEPHONE SERVICE	158.08
							APRIL 2018	0102477409	5920	TELEPHONE SERVICE	1,030.56
							APRIL 2018	0105477409	5920	TELEPHONE SERVICE	782.77
							APRIL 2018	0106477409	5920	TELEPHONE SERVICE	660.47
							CHECK TOTAL:	2,923.38			
00393861	04/26/18	Frontier California In	APRIL 2018	0107477409	5920	TELEPHONE SERVICE	55.90				
							CHECK TOTAL:	55.90			
00393862	04/26/18	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	128.64				
							MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	21.50
							CHECK TOTAL:	150.14			
00393863	04/26/18	Kaiser Foundation Heal	MAY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	101,698.34				
							MAY 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	50,090.22
							MAY 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	1,924.00
							MAY 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	947.64
							CHECK TOTAL:	154,660.20			

SELECT Check ID's and Numbers: 768 ; Check Dates: 042618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393864	04/26/18	KRUGER TEAM SPORT	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,820.43
						CHECK TOTAL:	2,820.43
00393865	04/26/18	LIGHTSPEED TECHNOLOGIE	EQUIPMENT - NEW	0113478640	6410	EQUIPMENT - NEW	8,748.56
						CHECK TOTAL:	8,748.56
00393866	04/26/18	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	515.17
						CHECK TOTAL:	515.17
00393867	04/26/18	On Call Event Rentals	MISC OUTSIDE VENDOR	0106011008	5860	MISC OUTSIDE VENDOR	4,607.50
						CHECK TOTAL:	4,607.50
00393868	04/26/18	Pioneer Revere	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	379.79
						CHECK TOTAL:	379.79
00393869	04/26/18	Sand Canyon Urgent Car	MISC OUTSIDE VENDOR	0110397140	5860	MISC OUTSIDE VENDOR	50.00
						CHECK TOTAL:	50.00
00393870	04/26/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	135.05
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	48.53
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	75.44
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	101.12
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	133.80
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	903.02
						CHECK TOTAL:	1,396.96
00393871	04/26/18	The Hanover Research C	CONSULTANTS-OTHER	0109017150	5831	CONSULTANTS-OTHER	36,785.90
						CHECK TOTAL:	36,785.90
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							463,248.13
GRAND TOTAL							463,248.13

SELECT Check ID's and Numbers: 768 : Check Dates: 042718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393872	04/27/18	Aardvark Clay & Suppli	MATERIALS & SUPPLIES-INSTRUCT	0105015060	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	1,003.48 1,003.48
00393873	04/27/18	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC CHECK TOTAL:	1,415.51 1,415.51
00393874	04/27/18	Airwolf 3D	PRINTERS <\$250 & INK/SUPPLIES	0105015040	4322	PRINTERS <\$250 & INK/SUP CHECK TOTAL:	200.00 200.00
00393875	04/27/18	AreteLabs	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	85.00 85.00
00393876	04/27/18	ASICS AMERICA CORPORAT	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	994.00 994.00
00393877	04/27/18	B & H Photo Video Inc.	MATERIALS & SUPPLIES-INSTRUCT EQUIPMENT-NEW	0105015060 0106011008	4310 4410	MATERIALS & SUPPLIES-INS EQUIPMENT-NEW CHECK TOTAL:	256.88 539.00 795.88
00393878	04/27/18	CDW GOVERNMENT LLC	COMPUTER SUPPLIES EQUIPMENT-NEW EQUIPMENT-COMPUTER	0113017175 0113017175 0113017175	4320 4410 4460	COMPUTER SUPPLIES EQUIPMENT-NEW EQUIPMENT-COMPUTER CHECK TOTAL:	104.90 309.53 231.10 645.53
00393879	04/27/18	Cosco Fire Protection	ALARM MONITORING	0105477408	5560	ALARM MONITORING CHECK TOTAL:	731.20 731.20
00393880	04/27/18	Cox Communications	APRIL 2018	0113457175	5940	INTERNET CONNECTIVITY CHECK TOTAL:	97.70 97.70
00393881	04/27/18	Dan's Thermal Services	CONTRACT SERVICES	0106477408	5610	CONTRACT SERVICES CHECK TOTAL:	458.79 458.79
00393882	04/27/18	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS CHECK TOTAL:	274.53 274.53
00393883	04/27/18	HI-TECH Cabling Inc.	CONSULTANTS-COMPUTER SERVICES CONSULTANTS-COMPUTER SERVICES	0113457175 0113457175	5832 5832	CONSULTANTS-COMPUTER SER CONSULTANTS-COMPUTER SER CHECK TOTAL:	730.00 372.00 1,102.00
00393884	04/27/18	HIDDLESON LISTENING LA	OTHER THERAPY OTHER THERAPY	0104632900 0104632900	5889 5889	OTHER THERAPY OTHER THERAPY CHECK TOTAL:	225.00 1,350.00 1,575.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 042718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393885	04/27/18	Hoskins Equipment LLC	CONTRACT SERVICES	0102477408	5620	RENTAL EXPENSE	613.75
						CHECK TOTAL:	613.75
00393886	04/27/18	King Office Services	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	498.00
						CHECK TOTAL:	498.00
00393887	04/27/18	Laguna Playhouse	MISC OUTSIDE VENDOR	0108015570	5860	MISC OUTSIDE VENDOR	500.00
						CHECK TOTAL:	500.00
00393888	04/27/18	Medco Supply Co.	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	29.13
						CHECK TOTAL:	29.13
00393889	04/27/18	Pro Ed	TESTS/SCORING	0104613150	4330	TESTS/SCORING	149.60
						CHECK TOTAL:	149.60
00393890	04/27/18	Purchase Power	POSTAGE/DELIVERY	0102397400	5910	POSTAGE/DELIVERY	3,535.00
						CHECK TOTAL:	3,535.00
00393891	04/27/18	Staples Advantage	COPIER PAPER	0105011012	4312	COPIER PAPER	1,334.38
						CHECK TOTAL:	1,334.38
00393892	04/27/18	STRING TENNIS SHOP	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	681.63
						CHECK TOTAL:	681.63
00393893	04/27/18	U S Postal Service	POSTAGE/DELIVERY	0108091005	5910	POSTAGE/DELIVERY	141.00
						CHECK TOTAL:	141.00
00393894	04/27/18	UPS	POSTAGE/DELIVERY	0104072000	5910	POSTAGE/DELIVERY	23.74
						CHECK TOTAL:	23.74
00393895	04/27/18	William V MacGill & Co	GENERAL SUPPLIES-NON INSTRUCT	0105172850	4340	GENERAL SUPPLIES-NON INS	81.12
						CHECK TOTAL:	81.12
00393896	04/27/18		APRIL 2018	0104632900	5878	PARENT REIMBURSEMENT (LE	1,875.00
						CHECK TOTAL:	1,875.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	18,840.97
			GRAND TOTAL				18,840.97

Laguna Beach Unified School District

12.k. CONSENT/ACTION

May 8, 2018

Approval: Increase Contract with Nicole Miller & Associates, Inc., to Conduct Risk Management Investigations with a Not-to-Exceed Amount of \$40,000

Proposal

Staff proposes the Board of Education authorize an increase to the contract with Nicole Miller & Associates, Inc., to conduct risk management investigations with a not-to-exceed amount of \$40,000.

Background

On June 27, 2017, the Board of Education, approved a contract with Nicole Miller & Associates, Inc. to conduct risk management investigations. An increase to the approved contract amount is necessary due to a need for potential additional investigations.

This investigator is utilized to conduct investigations into complaints, personnel-related matters, and risk management issues as the firm has extensive training and experience in thorough, legally-complaint investigations and reports.

This investigator is also used by our property/liability insurance carrier and several other Orange County school districts.

Budget Impact

This General Fund expenditure is budgeted at a not-to-exceed amount of \$40,000.

Recommended Action

Staff recommends the Board of Education authorize an increase to the contract with Nicole Miller & Associates, Inc., to conduct risk management investigations with a not-to-exceed amount of \$40,000.

Laguna Beach Unified School District

12.1. CONSENT/ACTION

May 8, 2018

**Approval: School Psychology Supervised Paid Internship Fieldwork Agreement
Between Chapman University and Laguna Beach Unified School District
from August 1, 2018 through September 1, 2023**

Proposal

Staff proposes the Board of Education approve School Psychology Supervised Paid Internship Fieldwork Agreement with Chapman University from August 1, 2018 through September 1, 2023.

Background

The District routinely enters into agreements with various local universities in order to provide educational fieldwork experience to students enrolled in various educational programs of the university.

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve School Psychology Supervised Paid Internship Fieldwork Agreement with Chapman University from August 1, 2018 through September 1, 2023.

[Faint, illegible text]

[Faint, illegible text]

Page intentionally left blank



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED PAID INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Laguna Beach School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and in collaboration with the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the Fieldwork Site wishes to have the student withdrawn.
- C. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- D. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- E. To notify the UNIVERISTY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- D. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Laguna Beach Unified School District
 550 Blumont St.
 Laguna Beach, CA 92651

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
 Chapman University
 One Chapman Drive
 Orange, CA 92866

- E. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- F. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- G. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- H. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective August 1, 2018 and shall continue in full force and effect through September 1, 2023. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: **Signature:** _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: **Signature:** _____
 Name: **Harold Hewitt**
 Title: **Executive VP & COO**
 Date: _____

Appendix A
Specific Supervision Requirements

School Psychology Fieldwork:

- A. Provide an average of two hours of individual or small group supervision per week from an experienced school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making and Accountability.
 - b. Consultation and Collaboration.
 - c. Interventions and Instructional Support to Develop Academic Skills.
 - d. Interventions and Mental Health Services to Develop Social and Life Skills.
 - e. School-Wide Practices to Promote Learning.
 - f. Preventive and Responsive Services.
 - g. Family-School Collaboration Services.
 - h. Diversity in Development and Learning.
 - i. Research and Program Evaluation.
 - j. Legal, Ethical and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

Laguna Beach Unified School District

12.m. CONSENT/ACTION

May 8, 2018

Approval: Agreement for The Provision of Instructional Programs: Student Social Work Between California State University, Fullerton and Laguna Beach Unified School District from July 1, 2018 through June 30, 2023

Proposal

Staff proposes the Board of Education approve the Student Social Worker Fieldwork Agreement with California State University, Fullerton from July 1, 2018 through June 30, 2023.

Background

The District routinely enters into agreements with various local universities in order to provide educational fieldwork experience to students enrolled in various educational programs of the university.

Budget Impact

There is no financial impact to the District.

Recommended Action

Staff recommends the Board of Education approve Student Social Worker Fieldwork Agreement with California State University, Fullerton from July 1, 2018 through June 30, 2023.

AGREEMENT FOR
THE PROVISION OF INSTRUCTIONAL PROGRAMS
SOCIAL WORK

This Agreement entered into this 16th day of March 2018, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called "UNIVERSITY" and the LAGUNA BEACH UNIFIED SCHOOL DISTRICT, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the AGENCY has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, it is in the best interest of the AGENCY to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the AGENCY agree as follows:

1.0 RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide assigned student(s) field practicum experience in accord with an individual learning contract developed in line with goals and objectives established by the UNIVERSITY. It is understood that in no case shall students replace regular staff.

1.2 The AGENCY will designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Field Instructor. The Field Instructor will hold a Master of Social Work degree and will have at least two years of post-masters experience. The Field Instructor will coordinate between responsible UNIVERSITY faculty and designated AGENCY personnel regarding the assignment of students to specific cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of the AGENCY. The Field Instructor will assist each student in developing an individualized learning agreement consistent with UNIVERSITY guidelines. The Field Instructor will be responsible for and will control the quality of the social work services provided by the assigned student(s) and will provide at least one (1) hour of face-to-face individual supervision each week to each student. The AGENCY will designate and submit in writing to the UNIVERSITY the name and professional and academic credentials of the Field Instructor. The AGENCY will notify the UNIVERSITY in writing of any change or proposed change of the Field Instructor.

1.3 The AGENCY will permit, upon reasonable request, the inspection of facilities by organizations charged with responsibility for accreditation of the UNIVERSITY.

1.4 The AGENCY will recommend to the UNIVERSITY the withdrawal of a Program student if: (a) the achievement, progress, adjustment, or health of the student does not warrant continuation at the AGENCY, or (b) the behavior of the student fails to

conform to the applicable regulations or policies of the AGENCY.

1.5 The AGENCY reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the AGENCY.

1.6 The AGENCY shall provide adequate workspace, supplies, and equipment necessary to fulfill the requirements of the learning contract.

1.7 The AGENCY shall provide necessary emergency care or first aid for injuries occurring at the AGENCY to a UNIVERSITY participant under this program and, except as herein provided, AGENCY will have no obligation to furnish medical or surgical care to any student.

1.8 The AGENCY will provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the AGENCY.

1.9 The AGENCY will maintain records and reports on each student's performance as specified by the UNIVERSITY and will provide an evaluation to the UNIVERSITY on forms provided by the UNIVERSITY.

1.10 The AGENCY will ensure that student(s) exposed to hazardous substances or infectious diseases at the AGENCY will be managed according to the policy of the AGENCY. AGENCY agrees to notify the UNIVERSITY'S Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).

1.10 The AGENCY will ensure that each student who is likely, in the course of assigned field practicum experiences, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

2.0 RESPONSIBILITIES OF THE UNIVERSITY

2.1 The UNIVERSITY will withdraw a student from the Field Practicum at the AGENCY if, after consultation in accord with paragraph 1.5, the UNIVERSITY determines such action to be warranted.

2.2 The University will provide each UNIVERSITY student assigned to AGENCY information about the field education component of the curriculum and the responsibilities of each participant in field education.

2.3 The UNIVERSITY will provide the AGENCY with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the AGENCY.

2.4 The UNIVERSITY will require all students to abide by the policies of the AGENCY while working under the auspices of the AGENCY. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the AGENCY.

2.5 The UNIVERSITY will require that each student is covered by health and liability (malpractice) insurance.

2.6 The UNIVERSITY will assign to the AGENCY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The UNIVERSITY will assign a faculty member as the field liaison for each UNIVERSITY student assigned to the AGENCY. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the AGENCY.

2.8 The UNIVERSITY agrees that each UNIVERSITY student participating in the

field practicum is subject to drug/alcohol screening policy in effect at AGENCY during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.

2.9 The UNIVERSITY will require each UNIVERSITY student to comply with AGENCY'S pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.

2.10 The UNIVERSITY will provide an annual orientation and training for AGENCY'S assigned field instructor and will provide such consultation and training as necessary to fulfill the terms of this agreement.

2.11 The UNIVERSITY will provide AGENCY'S assigned field instructor with access to UNIVERSITY'S library facilities

3.0 RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience.

4.0 DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the AGENCY, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

5.0 COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

6.0 INSURANCE AND INDEMNIFICATION

6.1. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official

contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

6.2 Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the University is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are one million (\$1,000,000) each loss and three million (\$3,000,000) aggregate for all Covered Parties, and not per student.

6.3 AGENCY Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. AGENCY shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. AGENCY shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the UNIVERSITY.

7.0 INDEMNIFICATION.

7.1 The University agrees to defend all claims of loss, and indemnify and hold harmless the Agency and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

7.2 The Agency agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all

liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Agency or its employees, agents or volunteers in the performance of this Agreement.

8.0 NONDISCRIMINATION

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or against any individual on the basis of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

9.0 TERM/TERMINATION

This Agreement shall remain in full force and effective for an initial term of five (5) years beginning July 1, 2018 through June 30, 2023. Either party may terminate this Agreement upon thirty (30) days written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur. The notice required under this clause shall be sent by certified registered mail.

10.0 INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The AGENCY and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to AGENCY for any salaries, insurance, or other benefits.

11.0 CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY.

12.0 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

13.0 NOTICES

Notices required under this Agreement shall be sent to the parties by certified or

registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

UNIVERSITY:

AGENCY:

California State University Fullerton
Contracts & Procurement
2600 Nutwood Avenue, Suite 300
Fullerton, CA 92831
Attn: Karen Pearson, Buyer II

Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Michael Keller

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

UNIVERSITY

AGENCY

By: _____

By: _____

Name: Karen Pearson

Name: _____

Title: Buyer II

Title: _____

Date: _____

Date: _____

Laguna Beach Unified School District

12.n. CONSENT/ACTION

May 8, 2018

Approval: Memorandum of Understanding with Western Youth Services to Provide Mental Health Informational Workshops to Laguna Beach Unified School District Schools

Proposal

Staff proposes the Board of Education approve the Memorandum of Understanding (MOU) with Western Youth Services to provide mental health workshops and co-facilitated student group services at El Morro Elementary.

Background

Laguna Beach Unified School District has the opportunity to work with Western Youth Services in the provision of a co-facilitated student groups at El Morro Elementary. This service is provided at no cost. All meetings will be held in collaboration with our school counselor and the mental health staff of Western Youth Services. This service is offered during the school day and requires parental consent for participation.

Budget Impact

There is no cost for this service.

Recommended Action

Staff recommends the Board of Education approve the Memorandum of Understanding (MOU) with Western Youth Services to provide mental health workshops and co-facilitated student group services.

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
AND
WESTERN YOUTH SERVICES**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into this _____ day of May, 2018 between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Western Youth Services, 23461 South Pointe Dr., Ste. 220 Laguna Hills, CA 92653, (949) 855-1556, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice, if such persons are specially trained and experienced and competent to perform the special Services required;

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Consultant. CONSULTANT shall provide Mental Health Informational Workshops, hereinafter referred to as "Services".
2. Term. CONSULTANT shall commence providing Services under this MOU on May 9, 2018, and will diligently perform as required and complete performance by June 30, 2018.
3. Compensation. There is a Zero Dollar cost for Services to the DISTRICT.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing Services for DISTRICT.
5. Independent Consultant. CONSULTANT, in the performance of the Services pursuant to this MOU, shall be and act as an independent contractor. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this MOU. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this MOU. CONSULTANT's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Termination. DISTRICT may, at any time, with or without reason, terminate this MOU and compensate CONSULTANT only for Services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of Services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three (3) days after the day of mailing, whichever is sooner.

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

8. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the Services called for in this MOU, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this MOU, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful

misconduct of the DISTRICT or its officers, employees or agents.

Any liability for damages which may arise from the furnishing or use of any Copyrighted or uncopyrighted matter or patented or unpatented invention under this MOU.

9. Insurance. CONSULTANT shall insure CONSULTANT's activities in connection with the Services under this MOU and agrees to carry insurance to ensure CONSULTANT's ability to adhere to the indemnification requirements under this MOU.

9.1 CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONSULTANT's fulfillment of the obligations under this MOU:

Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(1) General Aggregate	\$3,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONSULTANT drives on behalf of the DISTRICT in the course of performing Services.)

Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT. It should be expressly understood, however that the coverage and limits referred to under a., b., c., and d., above shall not in any way limit the liability.

Workers' Compensation and Employers Liability Insurance in a form and amount covering CONSULTANT's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT of the CONSULTANT.

9.2 No later than ten (10) days from execution of this MOU by the DISTRICT and CONSULTANT, and prior to commencing the Services under this MOU, CONSULTANT shall provide DISTRICT with certificates of insurance

evidencing all coverages and endorsements required hereunder.

CONSULTANT shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this MOU.

10. Assignment. The obligations of the CONSULTANT pursuant to this MOU shall not be assigned by the CONSULTANT.

11. Compliance with Applicable Laws. The Services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, the Services, equipment and personnel engaged in Services covered by this MOU or accruing out of the performance of such Services.

12. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this MOU.

13. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this MOU.

14. Entire MOU/Amendment. This MOU and any exhibits attached hereto constitute the entire MOU among the parties to it and supersedes any prior or contemporaneous understanding or MOU with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the MOU. This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

15. Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

16. Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

17. Notice. All notices or demands to be given under this MOU by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with

postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

District:
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Michael Keller

Consultant:
Western Youth Services
23461 South. Pointe Dr. Ste. 220
Laguna Hills, CA, 92653
Attn: Lorryne Leigh Belhumeur, Ph.D.,
CEO

18. Severability. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

19. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness 'fees, court costs, and attorneys' fees.

20. Headings. The headings contained in this MOU are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

21. Counterparts. This MOU may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until all Parties have signed it.

22. Authorized Signatures. The individual signing this MOU warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MOU and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

23. Governing Law. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

24. Exhibits. This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

This MOU is entered into this _____ day of May, 2018.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT WESTERN YOUTH
SERVICES

By: _____
Jason Vioria, Ed.D., Superintendent
CEO

By: _____
Lorrayne Leigh Belhumeur, Ph.D.,

Laguna Beach Unified School District

12.0. CONSENT/ACTION

May 8, 2018

Approval: Contract with California Youth Services (CYS) to a Provide Juvenile Alcohol and Drug Education (JADE)

Proposal

Staff proposes the Board of Education approve the Independent Contractor Agreement with California Youth Services to provide a Juvenile Alcohol and Drug Education (JADE) program.

Background

The district has contracted with CYS since 2009 to provide drug and alcohol education to students with a first-time offense of drugs and alcohol on campus or during a school function. Students who are given a five-day suspension for a drug or alcohol related offense are encouraged to participate in a Readmission Meeting with district staff to review opportunities for support and education related to drugs and alcohol. The JADE Program is an intervention focused on educating students who have violated district drug or alcohol policies about how their decision to engage in negative behaviors affects not only their academic futures, but also their family connections, social lives and job opportunities. The cost of the JADE Program is \$400 per student. CYS also offers a more intensive program called "Decisions" which costs \$700 per student.

Students who agree to participate in the JADE Program will attend two four-hour evening sessions, complete three hours of independent work, and attend an individual one-hour follow-up "exit interview" meeting with a CYS staff member. By participating in the JADE Program, students are given a reduction in their suspension from five days to three days. The following is an overview of our costs and participation since 2013.

CYS - JADE Program Expenses		
Year	# Students	Expense
2013-14	1	\$ 400
2014-15	6	\$ 2,400
2015-16	10	\$ 4,000
2016-17	3	\$ 1,200
2017-18	11	\$ 5,000

Budget Impact

The budget impact is based on the number of students who participate in the program. We will contract for an amount not-to-exceed \$5,000.00.

Recommended Action

Staff recommends the Board of Education approve the Independent Contractor Agreement with California Youth Services to facilitate the Juvenile Alcohol and Drug Education (JADE) program for students with a first-time offense of drugs or alcohol on campus or during a school function.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and California Youth Services, Address: 23282 Mill Creek Drive, Suite 100, Laguna Hills, CA 92653 Phone: (949)303-9016, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by Contractor:**
The Contractor will provide services to the DISTRICT to facilitate Juvenile Alcohol & Drug Education ("JADE"), a California Youth Services Program for students with a first-time offense of drugs and alcohol on campus or during a school function, as scheduled by the District.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2018** and will diligently perform as required and complete performance by **June 30, 2019**.
3. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Dollars (\$5000.00) **Five thousand dollars**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: (a) An hourly rate of \$50.00 for Crisis Counseling billed monthly; and/or (b) A flat fee of \$400.00 per student referred to JADE. Payment shall be made upon approval by the DISTRICT and receipt of an invoice from CONTRACTOR at the end of each month. The Contractor's invoice shall be sent to: **Laguna Beach USD, Attn: Donna Todd, 550 Blumont St., Laguna Beach, CA 92651**
4. **Expenses.** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
5. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes

or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent

contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability in an amount satisfactory to DISTRICT. Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

**LAGUNA BEACH UNIFIED
SCHOOL DISTRICT
550 Blumont
Laguna Beach, CA 92651**

**CONTRACTOR
California Youth Services
23282 Mill Creek Dr., Suite 100
Laguna Hills, CA 92653**

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

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2018 .

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Jason Vilorio, Ed. D.
Title: Superintendent of Schools

Margie Diaz, LCSW
Title: Executive Director

Laguna Beach Unified School District

12.p. CONSENT/ACTION

May 8, 2018

Approval: Contract with the Anti-Defamation League for A World of Difference® Professional Development Institute for Laguna Beach Unified School District Staff at a Cost Not-to-Exceed \$4,000

Proposal

Staff proposes the Board of Education approve a contract with the Anti-Defamation League (ADL) to offer their "*A World of Difference® Institute*" as an optional professional development opportunity to District Staff.

Background

LBUSD is taking critical steps to foster an inclusive education environment for all students. With this in mind, our district began discussions in 2016-17 and continued in 2017-18 to provide educational training and support to staff members on a voluntary basis to increase awareness in each of us about our cognitive biases and to offer intervention strategies. This optional professional development will be contracted for one day in October 2018, and one day in January 2019.

Whether an administrator, classified employee, principal, teacher in classroom, or security personnel, any adult who works in a school district has the opportunity, and the responsibility for insuring all students' physical and emotional wellbeing. As the individuals who set the tone of what will or will not be tolerated on the campus, staff members establish the expectations students will follow.

Budget Impact

The cost of these professional development services is not-to-exceed \$4,000.00.

Recommended Action

Staff recommends the Board of Education approve the contract with the Anti-Defamation League (ADL) to offer their "*A World of Difference® Institute*" as an optional professional development opportunity to District Staff.

Odipo/Viloria

TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this 25th day of April, 2018 between the Anti-Defamation League of B'nai B'rith ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at Los Angeles, 10495 Santa Monica Blvd., Los Angeles, CA 90025-5031, and Laguna Beach Unified School District ("CLIENT"), located at 550 Blumont St., Laguna Beach, CA 92651.

WHEREAS, CLIENT desires that the ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct a training program consisting of two (2) days of training sessions. There must be a minimum of ten (10) participants in each training session, and a maximum of fifty (50). Client agrees to notify ADL at least five (5) days in advance of the training session if Client expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail.
- (2) The training sessions will be held on Wednesday, October 03, 2018; Thursday, January 17, 2018.
- (3) The cost for the complete training program will be \$4,000.00 for four (4) facilitators as outlined in Exhibit B. CLIENT will make these arrangements in consultation with ADL.

ADL will be paid for its services specified in Exhibit A in accordance with the payment schedule set forth in Exhibit B and shall submit to CLIENT complete bills for said services and expenses.

- (4) CLIENT will provide the necessary materials, including audio-visual equipment as outlined in Exhibit C.
- (5) CLIENT agrees to provide adequate crowd control and adequate security. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6) (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
(b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:

- (i) A breach by CLIENT of any material term or condition of this Agreement including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) If CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all substantial amount of their assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of a CLIENT's firm for all or substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
- (c) If one or more sessions are cancelled within thirty (30) days of the contracted training date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
- (7) CLIENT hereby agrees to hold harmless, defend and indemnify ADL affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any acts or commission or omission directly or indirectly attributable to any of CLIENT's undertakings and obligations arising under this Agreement.
- ADL hereby agrees to hold harmless, defend and indemnify CLIENT and its affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, reasonable legal fees, penalties, judgments and/or liabilities to the extent caused by ADL's undertakings or obligations arising under this Agreement.
- (8) CLIENT agrees that all material used in conjunction with the Training program is proprietary to ADL. As such, these materials may not be reproduced, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of the ADL.
- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is effected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE names.
- (11) Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CLIENT for or in conjunction with the Training program, must be reviewed and approved in writing by ADL prior to publication.

- (12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.
- (13) This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the State of California.
- (14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. A copy of any notice or document sent to ADL shall be sent to the attention of Director of Operations, Education Division, and a copy of any such notice or document shall be sent to Ann M. Ortega, Education Director.

Any notice or document sent to CLIENT shall be sent to Dr. Jason Vilorio. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT ANTI-DEFAMATION LEAGUE OF B'NAI B'RITH

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

TITLE: _____ TITLE: _____

CLIENT TAX IDENTIFICATION NUMBER: _____

EXHIBIT A: Tasks and Responsibilities

[SAMPLE]

TITLE OF TRAINING PROGRAM:

A CLASSROOM OF DIFFERENCE Full Day

OTHER:

Sample Outline of Standard Training Program:

1. *Introduction:*
 - A. Of Facilitators
 - B. Of ADL
 - C. Of A WORLD OF DIFFERENCE® Institute
2. *Explanation of Agenda and Ground Rules*
3. *Warm up Exercise-Human Time Line*

To effectively deal with issues such as cultural diversity, participants must be made to feel at ease. This exercise is designed with this goal in mind.
4. *Self Identity Exercise-Four Questions*

This exercise invites participants to share and relate information with one another. It explores a mechanism for exploring the importance of identity and how we define ourselves. It can also establish a broad definition of diversity for a seemingly homogenous group.
5. *Cultural Self-Knowledge Exercise-Name 5*

The purpose of this activity is to allow participants to identify their own cultural knowledge gaps and explore the importance of positive roles models for everyone. It provides a forum for discussing the need for expanding traditional approaches to education and for examining the ways people from non-mainstream groups have been absent or misrepresented.
6. *Cultural/Organizational Simulation – Video: "Eye of the Beholder"*

This powerful documentary special features Jane Elliot and her workshop on prejudice –Blue Eye/Brown Eye-for adults. This video is followed by an extensive and elaborate large group discussion and debriefing process.
7. *Training Video Vignettes or Case Studies*

Facilitators will present, either in the form of videos or case studies, two to four scenarios which require program participants to decide where the line is drawn between personal choice, personal freedoms and discrimination. Appropriate behaviors are discussed as part of this exercise.
8. *Action Planning*

Facilitators will lead a discussion on how the group can address the problems identified and produce solutions or make recommendations for change.
9. *Questions Answers/Wrap-Up/Evaluation*

Participants will be asked to provide a written evaluation of the program content and the facilitators. Space is provided for any additional feedback/information participants want to offer.

EXHIBIT B: PAYMENT SCHEDULE

TRAINING FEE:

The training fee for the program described herein will cost \$2,000.00 plus travel expenses for four (4) facilitators to and from the training site.

TRAVEL EXPENSES:

Travel expenses include the following:

Basic transportation:	Facilitator #1	Facilitator #2
RT airfare	<u>N/A</u>	<u>N/A</u>
Bus	<u>N/A</u>	<u>N/A</u>
Train	<u>N/A</u>	<u>N/A</u>
Car Rental	<u>N/A</u>	<u>N/A</u>
Mileage @ 54.5 ¢	<u>N/A</u>	<u>N/A</u>
Ground transportation:		
To and from airports	<u>N/A</u>	<u>N/A</u>
To and from training site	<u>N/A</u>	<u>N/A</u>
Hotel Accommodations:		
At prevailing rates at time of training in hotel near training site.	<u>N/A</u>	<u>N/A</u>
Meals and Miscellaneous:		
(\$50 per day/per facilitator)	<u>N/A</u>	<u>N/A</u>

Other: Costs for travel expenses, if any, will be passed on to CLIENT for reimbursement at the time of invoice.

All cost information provided above is estimated. Receipts for actual expenses will accompany invoice.

PAYMENT METHOD: For services performed (i.e. payments made after services are commenced to proportion with those received).

This contract is being made with the Anti-Defamation League. Total payment must be received within forty five (45) business days upon receipt of invoice, in the form of a check made payable to ANTI-DEFAMATION LEAGUE (ADL - Federal Tax I.D. #13-1818723) and mailed to the Anti-Defamation League, A WORLD OF DIFFERENCE® Institute, 10495 Santa Monica Blvd., Los Angeles, CA 90025-5031.

EXHIBIT C: MATERIALS

Materials and supplies provided by the CLIENT:

- 1 Room with moveable seating;
- 1 DVD and Monitor (the larger the screen the better);
- 1 Newsprint pad, easel, and markers
- 2 Sheets of blank paper (or more) and a pen or pencil per person.

Laguna Beach Unified School District

12.q. CONSENT/ACTION

May 8, 2018

Approval: Annual Increase to Bus Pass Rates for Home to School Transportation Program

Proposal

Staff proposes the Board of Education approve a rate increase for bus passes for the Home to School (HTS) Transportation program of 8.9% for 2018/19.

Background

Given inadequate State funding, the LBUSD HTS Transportation program has historically expended more than received from all sources of transportation revenue. This creates an "encroachment" on unrestricted general operating funds. The encroachment precludes the use of unrestricted funding for educational purposes.

The proposed increase of 8.9% is based on the increased transportation services provided. All busses will be equipped with seat belts, security cameras, and air conditioning. Additionally, all busses will be under 10 years old and will run on compressed natural gas (CNG).

It is prudent to keep pace with annual cost increases and mitigate the encroachment. LBUSD will continue to operate its HTS program in 2018/19 and has resources and options to do so with either/or other sources of new revenue, budget allocation revisions, or reserves.

Participants in the HTS Transportation program are entitled to apply for the Free or Reduced pricing established by State and Federal guidelines.

The effect of the existing rate on transportation revenue and encroachment is:

	2018/19 Budget/ <u>Projection</u>
Transportation fee revenue with proposed rates	\$ 341,400
Expenditures	1,875,600
Encroachment / General Fund support	<u>\$ 1,533,600</u>

The effect of the proposed increase for bus passes would be as follows:

BASED ON DURHAM INCREASE 8.9%

<u>Bus Pass</u>	<u>Current Rates</u>	<u>Proposed Rates</u>	<u>Annual Increase</u>	<u>Daily Rates</u>	
				<u>Current</u>	<u>Proposed</u>
Annual Round Trip	\$324	\$353	\$29	\$1.79	\$1.95
Annual One-Way (AM)	\$162	\$176	\$14	\$0.90	\$0.98
Annual One-Way (PM)	\$162	\$176	\$14	\$0.90	\$0.98
Semester Round Trip	\$176	\$192	\$16	\$1.94	\$2.13
Semester One-Way (AM)	\$92	\$100	\$8	\$1.03	\$1.11
Semester One-Way (PM)	\$92	\$100	\$8	\$1.03	\$1.11
Occasional Use One Way:					
(Bundle of 50)	\$92	\$100	\$8	\$1.84	\$2.00
(Bundle of 25)	\$46	\$50	\$4	\$1.84	\$2.00
Annual Friday (AM) (TMS only)	\$31.50	\$35	\$3.50	\$0.90	\$0.98

Budget Impact

Approval of this item would increase revenue in the General Fund by \$10,650.

Recommended Action

Staff recommends the Board of Education approve a rate increase for bus passes for the Home to School (HTS) Transportation program of 8.9% for 2018/19.

Laguna Beach Unified School District

12.r. CONSENT/ACTION

May 8, 2018

Approval: Quarterly Report – Board Policy 3002 – Investments

Proposal

Staff proposes the Board of Education approve the attached Investment Report as per Board Policy No. 3002 – Investments.

Background

Senate Bill 564 added Government Code section 53646 requiring the chief fiscal officer of each local agency in California to annually render a statement of investment policy and to render quarterly reports to the governing board with respect to the agency's investments. A District Investment Policy was adopted at the October 22, 2002 regular Board meeting.

In addition to reviewing the wording in the bill, there has been an advisory issued from School Legal Services regarding implementation of the requirements in SB564.

Government Code Section 53646 (e) states: "If a local agency has placed all of its investments in...a county investment pool...the chief fiscal officer may supply to the governing body...the most recent statement or statements received by the local agency from these institutions..."

A memo from School Legal Services to districts says, "In most cases, districts in Orange County would be able to rely on the provisions of Section 53646 (e) and provide the most recent statements received by the local agency from the county treasurer. Only in cases where districts have invested surplus funds outside the county treasury, LAIF, or a bank or savings and loan will districts be required to prepare an individualized written report."

On July 3, 1995, the Office of the Treasury-Tax Collector established a separate bank and custody account entitled the Orange County Educational Investment Pool for public education funds. Available at the District Office for review is the March 2018 Treasurer's Management Report from the Orange County Treasurer's Office and the March 2018, bank statements for District funds held outside the County Treasury.

Government Section 53646 (b)(2) states: "the quarterly report shall state compliance of the portfolio to the statement of investment policy." Under section 3430(b), the investment policy specified that the District shall deposit in the Orange County Treasury, pursuant to Education Code section 41001, to be placed to the credit of the proper fund, all General funds, Adult Education funds, Cafeteria funds, Deferred Maintenance funds, General Obligation Bond funds, Capital Facilities funds, Developer Fees, School Facilities funds, Special Reserve funds, and Foundation Trust funds.

The District and the Orange County Treasury shall make investments of all such funds within the requirements of the "Prudent Investor Rule" in California Probate Code section 16045 et seq.

Budget Impact

District monies are deposited in compliance with Board Policy 3002 – Investments.

Recommended Action

Staff recommends the Board of Education approve the report on District investments and certify that the method of investments is in compliance with the District investment policy.

Quarterly Financial Investment Report
Pursuant to Government Code Section 53646 and
Board Policy No. 3002 – Investments

March 31, 2018

As of March 31, 2018, Laguna Beach Unified School District had the following deposits:

<u>At the Orange County Treasury</u>	
General Fund	\$ 5,241,340
Adult Education	24,057
Cafeteria Fund	3,961
Special Reserve Other Than C/O	16,485,994
Capital Facilities Fund	422,768
Special Reserve Fund – FRRP	960,776
Special Reserve – Aliso Property	5,139,257
Special Reserve – Capital Imp Plan	<u>2,982,241</u>
Total in County Treasury	\$31,260,395
<u>At Wells Fargo Bank</u>	
LBUSD Revolving Cash Account	\$ 48,671
Miscellaneous Clearing Account	952,873
Cafeteria Fund Clearing Account	61,213
Thurston Student Body Account – Checking	<u>22,998</u>
Total in Wells Fargo Bank	\$ 1,085,755
<u>At Citizen’s Business Bank</u>	
Laguna Beach High School Student Body Account – Checking	\$ 121,923
Laguna Beach High School Student Body Account - Savings	<u>79,872</u>
Total in Citizen’s Business Bank	\$ 201,795
<u>At U.S. Bank</u>	
Community Facilities District No. 98-1 (Crystal Cove) Bond Administration Fund	\$ 50,091
<u>CalPERS</u>	
CERBT Strategy 3	\$ 2,804,023

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH AND QUARTER ENDED: March 31, 2018

INVESTMENT STATISTICS - By Investment Pool⁽¹⁾

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/2018	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$	4,710,391,312	301	1.47%	1.40%	1.35%
	COST (Capital) \$	4,735,313,095				
	MONTHLY AVG Balance \$	4,567,508,436				
	QUARTERLY AVG Balance \$	4,587,825,752				
	BOOK Value \$	4,731,135,231				
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$	4,557,670,951	323	1.47%	1.41%	1.37%
	COST (Capital) \$	4,585,181,848				
	MONTHLY AVG Balance \$	4,697,032,453				
	QUARTERLY AVG Balance \$	4,878,623,932				
	BOOK Value \$	4,580,244,594				

INVESTMENT STATISTICS - Non-Pooled Investments⁽²⁾

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY SPECIFIC INVESTMENTS
Specific Investment Funds:		
283, 505, FVSD, CCCD	MARKET Value \$ 100,989,670	John Wayne Airport Investment Fund 45,951,560
	COST (Capital) \$ 101,686,858	Fountain Valley School District Fund 40 34,810,654
	MONTHLY AVG Balance \$ 103,677,213	Repurchase Agreement 1,081,500
	QUARTERLY AVG Balance \$ 96,878,829	CCCD Series 2017E Bonds 19,843,144
	BOOK Value \$ 101,629,550	
		\$ 101,686,858

MONTH END TOTALS

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
COUNTY MONEY MARKET FUND (OCMMF)	
County Money Market Fund \$ 1,464,606,132	OCIP \$ 4,804,890,655
County Cash 69,577,560	OCEIP 4,616,622,981
EXTENDED FUND 6,707,149,827	Specific Investment Funds 101,686,858
EDUCATIONAL MONEY MARKET FUND (OCEMMF)	Non-Pooled Cash 22,897,829
Educational Money Market Fund 1,148,738,984	
Educational Cash 31,441,133	
NON-POOLED INVESTMENTS	
Non-Pooled Investments @ Cost 101,686,858	
Non-Pooled Cash 22,897,829	
\$ 9,546,098,322	\$ 9,546,098,322

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD 1.41%	OCMMF 46
OCEMMF - MONTHLY GROSS YIELD 1.48%	OCEMMF 49
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 1.54%	JOHN WAYNE AIRPORT WAM 86
OCIP - YTD NET YIELD ⁽³⁾ 1.14%	LGIP WAM (Standard & Poors) 38
OCEIP - YTD NET YIELD ⁽⁵⁾ 1.14%	
90-DAY T-BILL YIELD - MONTHLY AVERAGE 1.70%	

Laguna Beach Unified School District

13. INFORMATION

May 8, 2018

Monthly Financial Update

Proposal

Staff will present the Monthly Financial Update to the Board of Education.

Background

The Monthly Financial Update is a financial report provided to ensure the Board is familiar with the year to date financial activity of the District. The General Fund is presented as it pertains to the current budget. The District budget is adopted by July 1 of each year, revised as of October 31 and January 31, with report dates no later than December 15 and March 15, respectively.

The Monthly Financial Update consists of all the District's funds and special reports for services.

Budget Impact

There is no budget impact for this report.

Recommended Action

No action is required. The Monthly Financial Update report is prepared for information purposes only.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT
MONTHLY FINANCIAL STATEMENT
AS OF MARCH 31, 2018

	Second Interim @ 3/13/2018	Receipts/ Expenditures YTD	Percent YTD
REVENUES			
Property Taxes/LCFF Hold Harmless/Prop. 30	52,197,552	36,215,019	69%
Federal Revenues	887,411	182,779	21%
Other State Revenues	3,631,998	907,103	25%
Other Local Revenues	2,976,585	1,174,575	39%
Interfund Transfers In	-	-	
TOTAL REVENUE	59,693,546	38,479,476	64%
EXPENDITURES			
Certificated Salaries	22,715,222	15,915,402	70%
Classified Salaries	8,519,694	5,460,244	64%
Employee Benefits	12,589,357	7,601,460	60%
Books & Supplies	3,052,451	1,676,061	55%
Services and Operating Services	9,896,788	5,950,560	60%
Capital Outlay	1,390,960	720,982	52%
Other Outgo	332,496	179,356	54%
Transfers Out	2,390,000	2,390,000	100%
TOTAL EXPENDITURES	60,886,968	39,894,065	66%
ADJUSTED BEGINNING BALANCE AS OF 7/1/2017	\$ 7,466,970		
SURPLUS / DEFICIT SPENDING	(1,193,422)		
ENDING FUND BALANCE PROJECTED FOR 6/30/2018	\$ 6,273,548		

SPECIAL PROGRAM EXPENDITURES REPORTING

Special Education	8,993,206	5,585,632	62%
Technology	2,529,921	1,866,921	74%
4CLE	1,128,136	696,634	62%
Ongoing & Major Maintenance Account	2,627,322	1,704,293	65%
Capital Improvement Plan	1,754,232	1,567,712	89%
Facilities Repair & Replacement Program	1,015,250	451,956	45%

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2017-18
SECOND INTERIM
COMPONENTS OF ENDING FUND BALANCE**

General Fund	
ENDING FUND BALANCE	\$ 6,273,548
<u>Nonspendable - (Revolving Cash)</u>	\$ 50,000
<u>Restricted - (Categorical Programs)</u>	
Routine Restricted Maintenance	2,556,678
<u>Committed</u>	
<u>Assigned</u>	
Potential Onetime Expenditures District Goals, GASB 45, Textbooks, Special Education, Litigation, Furniture & Equipment, and Facilities	616,870
<u>Unassigned / Unappropriated</u>	
Reserve for Economic Uncertainties = 5%	3,050,000
State required reserve for economic uncertainty 3%	
Local requirement under Policy 3101: Financial Reserves 2%	
 Fund Balance	 \$ 6,273,548

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

General Fund Expenditures	58,496,968	
General Fund Transfers Out to Other Funds	2,390,000	
General Fund Expenditures and Transfers	60,886,968	
<u>Assigned</u>		
Potential Onetime Expenditures District Goals, GASB 45, Textbooks, Special Education, Litigation, Furniture & Equipment, and Facilities	1.0%	616,870
<u>Unassigned</u>		
State Minimum Reserve Level	3.0%	1,826,609
District Minimum Reserve Level	2.0%	1,223,391
Assigned and Unassigned Balances	6.0%	\$ 3,666,870

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT
MONTH ENDING CASH BALANCE
AS OF MARCH 31, 2018**

	Revenue	Expenditures	Assets/Liability Changes	Monthly Cash Flow Change	Month Ending Cash Balance
7/1/2017					7,543,615.45
JULY	646,578.38	(1,744,089.37)	(1,032,817.39)	(2,130,328.38)	5,413,287.07
AUGUST	325,386.62	(2,847,676.76)	(77,080.87)	(2,599,371.01)	2,813,916.06
SEPTEMBER *	1,664,741.84	(4,715,479.57)	6,457,988.20	3,407,250.47	6,221,166.53
OCTOBER	269,396.39	(5,242,549.95)	26,591.04	(4,946,562.52)	1,274,604.01
NOVEMBER	9,258,740.57	(4,378,423.31)	(277,643.92)	4,602,673.34	5,877,277.35
DECEMBER *	18,381,519.87	(4,472,696.18)	(6,026,838.32)	7,881,985.37	13,759,262.72
JANUARY	3,918,295.60	(7,565,115.98)	239,735.58	(3,407,084.80)	10,352,177.92
FEBRUARY	130,056.28	(3,684,757.82)	(208,716.90)	(3,763,418.44)	6,588,759.48
MARCH	3,884,760.45	(5,243,276.44)	11,096.90	(1,347,419.09)	5,241,340.39
APRIL					
MAY					
JUNE					
YTD	38,479,476.00	(39,894,065.38)	(887,685.68)	(2,302,275.06)	

* SEPTEMBER and DECEMBER expected \$6 million cash flow transfer in from Fund 17 and transfer out to Fund 17.

	2017-18		As of:	CalPERS "CERBT" Trust for OPEB	
	Month Ending Cash Balance	Projected Ending Fund Balance		Contributions	Quarter Ending Balance
FUND 01	\$ 5,241,340.39	\$ 6,273,548.00	Dec. 8, '15	2,000,000.00	
FUND 11	24,057.14	-	Dec. 31, '15		1,992,366.86
FUND 13	3,961.41	42,421.00	Jan. 13, '16	193,539.00	
FUND 17	16,485,994.03	16,525,087.00	Mar. 31, '16		2,269,242.75
FUND 25	422,768.02	292,327.00	June 30, '16		2,336,219.11
FUND 4040	960,776.44	400,025.00	Sept 30, '16		2,385,154.37
FUND 4041	5,139,256.85	5,154,920.00	Dec 31, '16		2,325,276.97
FUND 4042	2,982,240.99	2,801,389.00	Jan 31, '17	264,284.00	
	\$ 31,260,395.27	\$ 31,489,717.00	Mar 31, '17		2,654,488.79
			Jun 30, '17		2,704,831.27
			Sept 30, '17		2,767,482.39
			Dec 31, '17		2,846,884.46
			Mar 31, '18		2,804,023.31

INTERFUND TRANSFERS

Transferred from General Fund to:	Second Interim Budget	Actuals	% Used
Cafeteria Fund (Fund 13)	165,000	165,000	100%
Special Reserve Other Than Capital Outlay (Fund 17)	125,000	125,000	100%
Special Reserve for Capital Outlay - Facilities Repair & Replacement Program (Fund 4040)	900,000	900,000	100%
Special Reserve for Capital Outlay - Capital Improvement Plan (Fund 4042)	1,200,000	1,200,000	100%

Laguna Beach Unified School District
 CERBT Strategy 3
 Entity #: SKB8-1700217302-001
 Quarter Ended March 31, 2018



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$2,846,884.46	\$2,704,831.27
Contribution	0.00	0.00
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	(42,283.69)	100,955.84
Administrative Expenses	(333.58)	(1,018.83)
Investment Expense	(243.88)	(744.97)
Other	0.00	0.00
Ending Balance	\$2,804,023.31	\$2,804,023.31
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	0.00
Grand Total	\$2,804,023.31	\$2,804,023.31

FUND DESCRIPTIONS

- FUND 01** **The General Fund** is the chief operating fund for Laguna Beach USD. It is used to account for the ordinary operations of the district. All transactions except those required or permitted by law to be in another fund are accounted for in this fund. Restricted projects or activities within the general fund must be identified and reported separately from unrestricted projects or activities.
- FUND 11** **The Adult Education Fund** is a separate fund used to account for state appropriations and to finance specific programs for the education of adults. Funds can be expended on salaries, benefits, supplies, books, services, and equipment related to adult education programs (Education Code Section 52616.4).
- FUND 13** **The Cafeteria Fund (Food Service)** is used to account separately for federal, state, and local resources to operate the food service program (Education Code sections 38090-38093). The purpose of the food service program is to provide nutritious meals to the students. The District participates in the National School Lunch Program and the School Breakfast Program. The District serves approximately 500-550 lunches and 200-230 breakfasts to the students from kindergarten through twelfth grade on a daily basis.
- FUND 17** **The Special Reserve Fund for Other Than Capital Outlay Projects** is used primarily to provide for the accumulation of moneys for general operating purposes other than for capital outlay (Education Code Section 42840). On May 11, 2004 the Board of Education approved the target of reserving two-thirds of the basic aid differential (the difference between Revenue Limit funding and Basic Aid funding) to be achieved by June 30, 2009. Funds reserved for the Basic Aid differential are deposited into this fund.
- FUND 25** **The Capital Facilities Fund (Developer Fees)** exists to account for monies received as mitigation fees levied on developers, property owners or other agencies as a condition of approving new development or additions to existing real property. The authority for these levies may be local government ordinances (GC 65970-65981) or private agreements between a school district and the developer. Expenditures from this fund are to be used for the purpose of funding the construction or reconstruction of school facilities (Education Code sections 17620-
- FUND 40** **The Special Reserve Fund for Capital Outlay Projects** exists to account for the accumulation of moneys for capital outlay purposes (Education Code Section 42840). This fund is separated into three sub-funds in accordance to with resolutions #01-02, #14-02 and #14-03.

Sub-fund 4040 exists to account for the **Facility Repair and Replacement Program (FRRP)**.

Sub-fund 4041 exists to account for the **Vista Aliso property reserve**. The District holds a re-purchase agreement on the property.

Sub-fund 4042 exists to account for the **Capital Improvement Plan (CIP)** that goes above and beyond prior commitments for repair and replacement needs, but extends to improvements of facilities for program and enrollment growth. A ten-year plan will be developed and revised, at least annually, to prioritize major projects.

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,241,340.39	
REVOLVING CASH ACCOUNT	9130	50,000.00	
ACCOUNTS RECEIVABLE MANUAL	9205	9,129.31	
DUE FROM GRANTOR GOVERNMENTS	9290	667,786.10	
MID MONTH PAYROLL	9360	136,253.52	
Total Assets:			6,104,509.32
LIABILITIES			
DUE TO STATE (OCDE)	9513	74.40	
ACCTS PAY AUTOMATIC	9519	45,433.60	
CA USE TAX LIABILITY	9552	6,620.48	
Total Liabilities:			52,128.48
FUND BALANCE			
BEGINNING FUND BALANCE	9791	7,466,970.22	
Total Beginning Fund Balance:		7,466,970.22	
Excess Revenue Over Expenditures:		-1,414,589.38	
Total Fund Balance:			6,052,380.84
Total Liabilities & Fund Balance:			6,104,509.32
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 0101 GENERAL FUND
YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	870,225.38	
Property Tax	(8020-8079)	35,344,793.61	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	182,778.76	
Other State Revenue	(8300-8599)	907,102.97	
Other Local Revenue	(8600-8799)	1,174,575.28	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			38,479,476.00
EXPENDITURES			
Certificated Salaries	(1000-1999)	15,915,401.91	
Classified Salaries	(2000-2999)	5,460,244.33	
Employee Benefits	(3000-3999)	7,601,459.98	
Supplies and Services	(4000-5999)	7,626,620.62	
Capital Outlays	(6000-6999)	720,982.20	
Other Outgo	(7000-7399)	179,356.34	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	2,390,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			39,894,065.38
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-1,414,589.38
BEGINNING FUND BALANCE (9791)		7,466,970.22	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			7,466,970.22
ENDING FUND BALANCE			6,052,380.84

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	24,057.14	
Total Assets:			24,057.14
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	67,634.45	
Total Beginning Fund Balance:		67,634.45	
Excess Revenue Over Expenditures:		-43,577.31	
Total Fund Balance:		24,057.14	
Total Liabilities & Fund Balance:			24,057.14
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1111 ADULT EDUCATION
YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	406.89	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			406.89
EXPENDITURES			
Certificated Salaries	(1000-1999)	19,140.23	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	3,252.08	
Supplies and Services	(4000-5999)	21,591.89	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			43,984.20
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-43,577.31
BEGINNING FUND BALANCE (9791)		67,634.45	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			67,634.45
ENDING FUND BALANCE			24,057.14

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 1313 CAFETERIA
YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	3,961.41	
REVOLVING CASH ACCOUNT	9130	1,295.00	
STORES-CAFETERIA FUND ONLY	9321	8,142.65	
Total Assets:			13,399.06
LIABILITIES			
Total Liabilities:			0.00
FUND BALANCE			
BEGINNING FUND BALANCE	9791	46,273.13	
Total Beginning Fund Balance:		46,273.13	
Excess Revenue Over Expenditures:		-32,874.07	
Total Fund Balance:			13,399.06
Total Liabilities & Fund Balance:			13,399.06
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 1313 CAFETERIA
 YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	40,935.26	
Other State Revenue	(8300-8599)	2,677.20	
Other Local Revenue	(8600-8799)	325,802.99	
Interfund Transfers In	(8910-8929)	165,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			534,415.45
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	294,211.22	
Employee Benefits	(3000-3999)	62,665.79	
Supplies and Services	(4000-5999)	210,412.51	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			567,289.52
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-32,874.07
BEGINNING FUND BALANCE (9791)		46,273.13	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			46,273.13
ENDING FUND BALANCE			13,399.06

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	16,485,994.03	
Total Assets:			16,485,994.03
FUND BALANCE			
BEGINNING FUND BALANCE	9791	16,133,086.62	
Total Beginning Fund Balance:		16,133,086.62	
Excess Revenue Over Expenditures:		352,907.41	
Total Fund Balance:		16,485,994.03	
Total Liabilities & Fund Balance:			16,485,994.03
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 1717 Special Reserve Other Than C/O

YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	102,907.41	
Interfund Transfers In	(8910-8929)	250,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			352,907.41
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			0.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			352,907.41
BEGINNING FUND BALANCE (9791)		16,133,086.62	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			16,133,086.62
ENDING FUND BALANCE			16,485,994.03

LAGUNA BEACH USD
GL 220 Balance Sheet
Subfund: 2525 CAPITAL FACILITIES
YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	422,768.02	
Total Assets:			422,768.02
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	283,101.61	
Total Beginning Fund Balance:		283,101.61	
Excess Revenue Over Expenditures:		139,666.41	
Total Fund Balance:		422,768.02	
Total Liabilities & Fund Balance:			422,768.02
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 2525 CAPITAL FACILITIES
YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	182,204.16	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			182,204.16
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	5,274.00	
Capital Outlays	(6000-6999)	37,263.75	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			42,537.75
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			139,666.41
BEGINNING FUND BALANCE (9791)		283,101.61	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			283,101.61
ENDING FUND BALANCE			422,768.02

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	960,776.44	
Total Assets:			960,776.44
LIABILITIES			
Total Liabilities:		0.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	500,275.03	
Total Beginning Fund Balance:		500,275.03	
Excess Revenue Over Expenditures:		460,501.41	
Total Fund Balance:		960,776.44	
Total Liabilities & Fund Balance:			960,776.44
Difference (Error):			0.00

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4040 SPECIAL RESERVE FAC REPAIR/RPL

YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	12,457.66	
Interfund Transfers In	(8910-8929)	900,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			912,457.66
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	451,956.25	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			451,956.25
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			460,501.41
BEGINNING FUND BALANCE (9791)		500,275.03	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			500,275.03
ENDING FUND BALANCE			960,776.44

LAGUNA BEACH USD

GL275 Income Statement

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	38,337.08	
Interfund Transfers In	(8910-8929)	0.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			38,337.08
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	0.00	
Capital Outlays	(6000-6999)	0.00	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	125,000.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			125,000.00
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-86,662.92
BEGINNING FUND BALANCE (9791)		5,225,919.77	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			5,225,919.77
ENDING FUND BALANCE			5,139,256.85

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4041 SPECIAL RESERVE ALISO PROPERTY

YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	5,139,256.85	
Total Assets:			5,139,256.85
FUND BALANCE			
BEGINNING FUND BALANCE	9791	5,225,919.77	
Total Beginning Fund Balance:		5,225,919.77	
Excess Revenue Over Expenditures:		-86,662.92	
Total Fund Balance:		5,139,256.85	
Total Liabilities & Fund Balance:			5,139,256.85
Difference (Error):			0.00

LAGUNA BEACH USD

GL 220 Balance Sheet

Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN

YTD For Month Ending: 03/31/2018

	Object	Amount	Totals
ASSETS			
CASH IN COUNTY TREASURY (AUTO)	9110	2,982,240.99	
Total Assets:			2,982,240.99
LIABILITIES			
ACCTS PAY AUTOMATIC	9519	750.00	
Total Liabilities:		750.00	
FUND BALANCE			
BEGINNING FUND BALANCE	9791	3,325,621.16	
Total Beginning Fund Balance:		3,325,621.16	
Excess Revenue Over Expenditures:		-344,130.17	
Total Fund Balance:		2,981,490.99	
Total Liabilities & Fund Balance:			2,982,240.99
Difference (Error):			0.00

LAGUNA BEACH USD
GL275 Income Statement
Subfund: 4042 SPECIAL RESERVE CAP IMP PLAN
YTD For Month Ending: 03/31/2018

	Object Codes	Amount	Totals
REVENUE			
Revenue Limit			
State Aid	(8000-8019)	0.00	
Property Tax	(8020-8079)	0.00	
Other	(8080-8099)	0.00	
Federal Revenue	(8100-8299)	0.00	
Other State Revenue	(8300-8599)	0.00	
Other Local Revenue	(8600-8799)	23,582.15	
Interfund Transfers In	(8910-8929)	1,200,000.00	
All Other Financing Sources	(8931-8979)	0.00	
Contributions	(8980-8999)	0.00	
Total Revenue			1,223,582.15
EXPENDITURES			
Certificated Salaries	(1000-1999)	0.00	
Classified Salaries	(2000-2999)	0.00	
Employee Benefits	(3000-3999)	0.00	
Supplies and Services	(4000-5999)	28,500.00	
Capital Outlays	(6000-6999)	1,539,212.32	
Other Outgo	(7000-7399)	0.00	
Other Debt Service	(7400-7599)	0.00	
Interfund Transfers Out	(7600-7629)	0.00	
All Other Financing Uses	(7630-7999)	0.00	
Total Expenditures			1,567,712.32
Total Non-Operating Accounts	(9900-9999)		0.00
EXCESS REVENUE OVER EXPENDITURES			-344,130.17
BEGINNING FUND BALANCE (9791)		3,325,621.16	
BEGINNING ADJUSTED BALANCE (9793)		0.00	
BEGINNING RESTATED BALANCE (9795)		0.00	
TOTAL BEGINNING FUND BALANCE			3,325,621.16
ENDING FUND BALANCE			2,981,490.99

Laguna Beach Unified School District

14. ACTION

May 8, 2018

Approval: Hanover Research Three-Year Contract for 2018-19, 2019-20 and 2020-21 School Years

Proposal

Staff proposes the Board of Education approve a contract to continue our work with Hanover Research for the next three school years, 2018-19, 2019-20 and 2020-21, in order to utilize sequential research services and unlimited access to the Online Education Research Library. The agreement may be terminated by a sixty day written notice prior to the anniversary date of each partnership year.

Background

LBUSD utilized the services of Hanover Research during the 2016-17 and 2017-18 school years to gain unbiased and critical feedback on multiple projects within the district. These projects included Rocket Ready, GATE Program interviews, and LCAP and school climate to research-based best practices and successful district strategies. During the 2018-19 and 2019-2020 school years some of the projects we will engage Hanover's services will include research and surveys in the areas of School Calendar and Bell Schedules. These research projects may draw from a variety of Hanover's research capabilities, which may include but are not limited to:

- Primary Research – survey design, administration and analysis, interviews with industry/issue experts
- Secondary Research – best practices, industry news, trend forecasting, literature reviews, competitor profiles, mark assessments
- Quantitative and Qualitative Data Analysis – data mining, coding and segmentation, predictive analysis, regression modeling, program evaluation
- Peer Benchmarking – peer group development, organization structure, staffing, compensation, operating metrics

Budget Impact

The cost of this three-year contract is \$112,444.

Recommended Action

Staff recommends the Board of Education approve the Hanover Research Contract to continue our work with Hanover Research for the next three school years, 2018-19, 2019-20 and 2020-21.



Letter of Agreement

Second Research Queue

Date of Agreement: April 20, 2018

Client: Laguna Beach Unified School District

Effective Date: 4/23/2018

End Date: 4/22/2021

Agreement

This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Research Services"), as well as the right to ask Hanover Research to expedite work of particular urgency. Client may terminate this Agreement by a sixty (60) days' written notice prior to the anniversary date of each partnership year (April 23, 2019 and April 23, 2020).

All Research Services are available to Client on a subscription basis within the confines of a sequential research queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics).

This Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: <http://www.hanoverresearch.com/client-services-terms-conditions-education/>. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they related to the Research Services.

Service Fee: \$112,444

Invoicing – Net 30 – Failure to pay promptly will result in project postponement.

Invoicing Schedule:

April 23, 2018: \$35,000

April 23, 2019: \$38,722

April 23, 2020: \$38,722

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Laguna Beach Unified School District

Hanover Research Council LLC

Signature: _____

Signature: _____

Date: _____

Date: _____

Laguna Beach Unified School District

15. **ACTION**

May 8, 2018

Board Policies – First Reading of Board Policies

Proposal

In 2017, the California Legislature passed Assembly Bill 699 titled the Educational Equity: Immigration and Citizenship Status bill. Under AB 699, all local educational agencies shall adopt applicable policies no later than July 1, 2018. The Board may waive a second reading or require an additional reading if necessary. Board policies are brought forward for a first reading by the Board, as described in Board Bylaw 9310.

	Policy/Bylaw	Title	Comment
1.	5022	Student and Family Privacy Rights	New Policy
	5022 Replaced by 5145.2 11/14/17	Student Exercise of Free Expression and Official School Publication Code	Delete
2.	5145.6	Parent Notifications	New Policy

Recommended Action

Staff recommends the Board review, discuss, and amend policies as needed and move them forward for a second reading and approval.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

STUDENT AND FAMILY PRIVACY RIGHTS

BP 5022

Students

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following:

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
5. The sale by students of products or services to raise funds for school-related or education-related activities
6. Student recognition programs

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following:

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families

3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Any non-emergency physical examinations or screenings that the school may administer

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above.

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Date Policy Adopted:

Delete

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Board Policy No. 5022: **STUDENT EXERCISE OF FREE EXPRESSION AND OFFICIAL SCHOOL PUBLICATION CODE**

- A. The Board prohibits any expressions or materials which are obscene, libelous or slanderous according to current legal definitions.
- B. The Board prohibits expressions or materials which demonstrably incite students to commit unlawful acts on school premises, violate school rules, or substantially disrupt the school's orderly operation.
- C. Printed materials or petitions shall be distributed only at reasonable times and places and in reasonable ways:
 - 1. Before school begins, during lunch time, and after dismissal.
 - 2. In locations that do not obstruct the normal flow of traffic within school or at entrances.
 - 3. Without undue noise, and without any use of coercion.
 - 4. No student shall use coercion to induce students or any other persons to accept printed matter or to sign petitions. No funds or donations shall be collected for any material distributed.
 - 5. All printed matter and petitions distributed or circulated on school property shall bear the name and the address or contact location of the sponsoring organization or individual.
- D. Appeals

If the issue cannot be resolved between the student and the principal or designee, the student may appeal to the Superintendent. As a final step, the student may request a hearing to determine whether a deprivation of freedom of expression was justified. The hearing shall be held before the Board or an impartial person appointed by the Board as soon as possible after the hearing is requested.
- E. Student editors of official school publications shall be responsible for assigning and editing their publications subject to the review and approval of any advisor and the Principal in order to maintain professional standards of journalism and compliance with this policy. Appeals shall be processed without undue delay pursuant to provision D.

Legal Reference:
Education Code sections 48907, 51520

Date Policy Adopted By The Board: October 10, 2000.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

PARENT NOTIFICATIONS

BP 5145.6

Students

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians and students all notifications required by law and any other notifications he/she believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, through the data confirmation process, or by any other method normally used by the district for written communication with parents/guardians.

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur.

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld.

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE

- 221.5 Prohibited sex discrimination
- 231.5 Sexual harassment policy
- 234.7 Student protections relating to immigration and citizenship status
- 262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
- 310 Language acquisition programs
- 313 Reclassification of English learners, parental consultation
- 313.2 Long-term English learner, notification
- 440 English language proficiency assessment; instruction in English language development
- 8483 Before/after school program; enrollment priorities
- 17288 Building standards for university campuses
- 17611.5-17612 Notification of pesticide use
- 32221.5 Insurance for athletic team members
- 32255-32255.6 Right to refuse harmful or destructive use of animals
- 32390 Fingerprint program; contracts; funding; consent of parent/guardian
- 33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
- 35160.5 Extracurricular and cocurricular activities
- 35178.4 Notice of accreditation status
- 35182.5 Advertising in the classroom
- 35183 School dress codes; uniforms
- 35186 Complaints concerning deficiencies in instructional materials and facilities
- 35211 Driver training; district insurance, parent/guardian liability
- 35256 School Accountability Report Card
- 35258 School Accountability Report Card
- 35291 Rules for student discipline
- 37616 Consultation regarding year-round schedule
- 39831.5 School bus rider rules and information
- 44050 Employee codes of conduct, employee interactions with students
- 44808.5 Permission to leave school grounds
- 46010.1 Notice regarding excuse to obtain confidential medical services
- 46014 Regulations regarding absences for religious purposes
- 46600-46611 Interdistrict attendance agreements
- 48000 Minimum age of admission
- 48070.5 Promotion or retention of students
- 48204 Residency requirements

48205 Absence for personal reasons
48206.3 Students with temporary disabilities; individual instruction; definitions
48207-48208 Students with temporary disabilities in hospitals
48213 Prior notice of exclusion from attendance
48216 Immunization
48260.5 Notice regarding truancy
48262 Need for parent conference regarding truancy
48263 Referral to school attendance review board or probation department
48301 Interdistrict transfers
48350-48361 Open Enrollment Act
48354 Option to transfer from school identified under Open Enrollment Act
48357 Status of application for transfer from school identified under Open Enrollment Act
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
48900.1 Parental attendance required after suspension
48904 Liability of parent/guardian for willful student misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of student to peace officer
48911 Notification in case of suspension
48911.1 Assignment to supervised suspension classroom
48912 Closed sessions; consideration of suspension
48915.1 Expelled students; enrollment in another district
48916 Readmission procedures
48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification
48982 Parent signature acknowledging receipt of notice
48983 Contents of notice
48984 Activities prohibited unless notice given
48985 Notices to parents in language other than English
48987 Child abuse information
49013 Use of uniform complaint procedures for complaints regarding student fees
49063 Notification of parental rights
49067 Student evaluation; student in danger of failing course
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of student record
49073 Release of directory information
49073.6 Student records, social media
49076 Access to student records

49077 Access to information concerning a student in compliance with court order
 49403 Cooperation in control of communicable disease and immunization
 49423 Administration of prescribed medication for student
 49451 Physical examinations: parent's refusal to consent
 49452.5 Screening for scoliosis
 49452.7 Information on type 2 diabetes
 49452.8 Oral health assessment
 49456 Results of vision or hearing test
 49471-49472 Insurance
 49475 Student athletes; concussions and head injuries
 49480 Continuing medication regimen for nonepisodic conditions
 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
 51225.1 Exemption from district graduation requirements
 51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
 51225.3 Graduation requirements; courses that satisfy college entrance criteria
 51229 Course of study for grades 7-12
 51513 Personal beliefs; privacy
 51938 HIV/AIDS and sexual health instruction
 52164 Language census
 52164.1 Census-taking methods; determination of primary language; assessment of language skills
 52164.3 Reassessment of English learners; notification of results
 54444.2 Migrant education programs; parent involvement
 56301 Child-find system; policies regarding written notification rights
 56321 Special education: proposed assessment plan
 56321.5-56321.6 Notice of parent rights pertaining to special education
 56329 Written notice of right to findings; independent assessment
 56341.1 Development of individualized education program; right to audio record meeting
 56341.5 Individualized education program team meetings
 56343.5 Individualized education program meetings
 56521.1 Behavioral intervention
 58501 Alternative schools; notice required prior to establishment
 60615 Exemption from state assessment
 60641 California Assessment of Student Performance and Progress
 69432.9 Submission of grade point average to Cal Grant program
CIVIL CODE
 1798.29 District records, breach of security
HEALTH AND SAFETY CODE
 1596.857 Right to enter child care facility
 104420 Tobacco use prevention
 104855 Availability of topical fluoride treatment

116277 Lead testing of school drinking water
 120365-120375 Immunizations
 120440 Sharing immunization information
 124100-124105 Health screening and immunizations
 PENAL CODE
 626.81 Notice of permission granted to sex offender to volunteer on campus
 627.5 Hearing request following denial or revocation of registration
 CODE OF REGULATIONS, TITLE 5
 852 Exemptions from state assessments
 863 Reports of state assessment results
 3052 Behavioral intervention
 4622 Notification of uniform complaint procedures
 4631 Uniform complaint procedures; notification of decision and right to appeal
 4702 Student transfer from school identified under Open Enrollment Act
 4917 Notification of sexual harassment policy
 11303 Reclassification of English learners
 11511.5 English language proficiency assessment; test results
 11523 Notice of proficiency examinations
 18066 Child care policies regarding excused and unexcused absences
 18094-18095 Notice of Action; child care services
 18114 Notice of delinquent fees; child care services
 18118-18119 Notice of Action; child care services
 CODE OF REGULATIONS, TITLE 17
 2951 Hearing tests
 6040 Time period to obtain needed immunizations
 UNITED STATES CODE, TITLE 20
 1232g Family Educational and Privacy Rights Act
 1232h Privacy rights
 1415 Procedural safeguards
 6311 State plan
 6312 Local educational agency plans
 6318 Parent and family engagement
 7908 Armed forces recruiter access to students
 UNITED STATES CODE, TITLE 42
 1758 Child nutrition programs
 11431-11435 McKinney-Vento Homeless Assistance Act
 CODE OF FEDERAL REGULATIONS, TITLE 7
 245.5 Eligibility criteria for free and reduced-price meals
 245.6a Verification of eligibility for free and reduced-price meals
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.7 Student records, annual notification
 99.30 Disclosure of personally identifiable information
 99.34 Student records, disclosure to other educational agencies
 99.37 Disclosure of directory information
 104.32 District responsibility to provide free appropriate public education

- 104.36 Procedural safeguards
- 104.8 Nondiscrimination
- 106.9 Dissemination of policy, nondiscrimination on basis of sex
- 200.48 Teacher qualifications
- 300.300 Parent consent for special education evaluation
- 300.322 Parent participation in IEP team meetings
- 300.502 Independent educational evaluation of student with disability
- 300.503 Prior written notice regarding identification, evaluation, or placement of student with disability
- 300.504 Procedural safeguards notice for students with disabilities
- 300.508 Due process complaint
- 300.530 Discipline procedures
- CODE OF FEDERAL REGULATIONS, TITLE 40
- 763.84 Asbestos inspections, response actions and post-response actions
- 763.93 Asbestos management plans

Date Policy Adopted:

Laguna Beach Unified School District

16. ACTION

May 8, 2018

Approval: **Resolution No. 18-02 and Order of Biennial Trustee Election and Specifications of the Election Order**

Proposal

Staff proposes Board of Education approve Resolution No. 18-02 and Order for the Consolidated Election for Members of the Governing Board.

Background

A consolidated election is required in accordance with Education Code §5323, and 5340, which reads in part..." School district governing board member elections for two or more school districts of any type be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot..."

The District has authorized candidates' statements of qualifications to be up to 400 words in length.

Laguna Beach Unified School District is affected by this requirement for the election to be held on Tuesday, November 6, 2018.

Implications

Terms of governing board members Ketta Brown, Dee Perry, and Carol Normandin will expire on Friday, December 7, 2018. The attached Resolution and Order is required for the election of governing board members to be placed on the ballot for the general elections to be held on Tuesday, November 6, 2018.

Budget Impact

The Registrar of Voters will prorate the costs of conducting consolidated elections among the school districts and community college districts concerned. The cost of the 2016 election was \$22,808.00; an allocation will be included in the 2018-2019 budget to cover election costs.

Recommended Action

Staff recommends the Board of Education approve the attached Resolution and Order and direct the Superintendent of Schools to cause the Resolution and Order for Biennial Trustee Election to be filed with the Orange County Superintendent of Schools no later than Friday, June 15, 2018.

Laguna Beach Unified School District

**Resolution No. 18-02
Order of Biennial Trustee Election
and Specifications of the Election Order**

Excerpt from the Minutes of the Board of Trustees/Education of The Laguna Beach Unified School District of Orange County, State of California, for a regular meeting held on the 8th day of May 2018, at 6:00 p.m. at which the following members were:

PRESENT: Jan Vickers
Ketta Brown
Carol Normandin
Peggy Wolff

ABSENT: Dee Perry

On motion of Member _____, seconded by Member _____, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: _____ MEMBERS _____
NOES: _____ MEMBERS _____
ABSENT: _____ MEMBERS _____

Certified a correct copy this Eighth day of May 2018.

Jan Vickers, President
Board of Trustees
Laguna Beach Unified School District

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-02

May 8, 2018

**RESOLUTION NO. 16-04 AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on Friday, December 7, 2018, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2018.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code § 5340 and 5342.

Dated this Eighth day of May 2018.

Jan Vickers, President
Board of Trustees
Laguna Beach Unified School District

Laguna Beach Unified School District

17. ACTION

May 8, 2018

Approval: Independent Contractor Agreement with Jennifer McCluan in an Amount Not-to-Exceed \$14,800.00 for the 2018-19 School Year

Proposal

Staff proposes the Board of Education approve an additional Independent Contractor Agreement for eight days of consulting services by Jennifer McCluan, to advise and support our Next Generation Science Standards (NGSS) Implementation during the 2018-19 school year.

Background

The LBUSD NGSS implementation team includes four to five teachers from each school site. In the 2016-17 school year, there were five team meetings held at the Ocean Institute. Jennifer McCluan was an integral part of the lesson design, and cross-cutting concepts, and planning at these team meetings. Ms. McCluan's consulting has continued to support our science teachers throughout the 2017-18 school year. During the 2018-19 school year, Ms. McCluan will provide professional development and support as follows:

- Thurston Middle School: Two professional development days, one each semester, to continue the design and implementation of the 6th through 8th-grade integrated science courses
- Laguna Beach High School: Four professional development days, one each quarter, to continue building pathways for the high school science program
- Two days of planning with our K-12 NGSS Implementation Team

Ms. McCluan has a Bachelor of Arts in Chemistry, a Master's Degree in Education with an emphasis in Science, and has presented to school districts throughout San Diego County over the past several years. She is a well-respected resource utilized by San Diego County Office of Education Curriculum Department regularly to support NGSS implementation.

Budget Impact

The projected cost for this training and coaching is \$1,850.00 per day, for a total of not-to-exceed \$14,800.00.

Recommended Action

Staff recommends the Board of Education approve the Independent Contractor Agreement for additional consulting services to be provided by Jennifer McCluan.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Jennifer McCluan**, Address: 2240 Cushing Road Unit 133 San Diego, CA 92106; hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work.** CONTRACTOR shall perform services for the DISTRICT in support of our NGSS Implementation. Contractor will provide up to eight days of professional development with our secondary science teachers as well as our NGSS Implementation Team during the 2018-19 school year.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required **until June 30, 2019.**
3. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a fee of \$1850 per day for a total fee of **not to exceed \$14,800.00.**

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **Net 30 days upon invoicing after delivery of each day of service**

4. **Expenses.** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

Materials and copies as needed in carrying out CONTRACTOR's services with teachers.

5. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2)

above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars (\$1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory

completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

**LAGUNA BEACH UNIFIED
SCHOOL DISTRICT
550 Blumont
Laguna Beach, CA 92651**

**CONTRACTOR
Jennifer McCluan
2240 Cushing Road, Unit 133
San Diego, CA 92106**

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

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2018.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR

By: _____

Signature

Jason Vilorio, Ed.D.

Typed Name

Superintendent

Title

By: _____

Signature

Jennifer McCluan

Typed Name

Contractor

Title

Laguna Beach Unified School District

18. ACTION

May 8, 2018

Approval: Approval of an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners* Teacher Training, in an Amount Not-to-Exceed \$23,000.00

Proposal

Staff proposes the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to support teachers who have clusters of students who are English Learners. Thinking Maps® will support the District in building visual instructional strategies based on neuroscience.

Background

Path to Proficiency for English Language Learners is designed for educators who have been trained in Thinking Maps® and who desire to lead their schools or learning communities in acquiring additional information about how the Maps can be extended and adapted to meet all English language proficiency levels. LBUSD hosted this training during the 2016-17 and 2017-18 school years, and it has been very well received by teachers.

Participants in the training will learn to:

- Implement Thinking Maps Path to Proficiency for English Learners through all K-12 content areas
- Lead learning communities in understanding how Thinking Maps can be adapted and extended to meet the specific needs of English Learners at all levels of language proficiency
- Model how Thinking Maps can be used to assist with research-based English Learners strategies and develop differentiated lesson plan for all language proficiencies
- Model how to teach students to recognize and replicate text structures in written discourse
- Provide practical applications to English Learner theory

The facilitation of the Path to Proficiency training will be done in two sessions. The initial training will be held during the summer on August 13 – 15, 2018, for approximately 15 teachers. Teachers will be paid at the non-instructional hourly rate for their attendance. The follow-up training days will be held on October 11 - 12, 2018, and will give teachers strategies for supporting second language learners and build understanding of how to teach language and scaffold learning objectives.

Budget Impact

The cost for this training is not-to-exceed \$23,000.00 which includes training, materials and consultant travel. This cost also includes an estimated cost of \$9,700.00 in hourly teacher/instructional assistant pay for attendance during the summer.

Recommended Action

Staff recommends the Board of Education approve an Independent Contractor Agreement with Thinking Maps® for *Path to Proficiency for English Language Learners*, to provide strategies to teachers for supporting their students who are English Learners.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and **Thinking Maps, Inc**, Address: 400 Cascade Point Lane, Cary, North Carolina, Phone: 919-678-8778; hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work. CONTRACTOR shall perform services for the DISTRICT as follows:

Path to Proficiency professional development and materials for teachers in support of English Language Learners. This Agreement includes five days of facilitator training and materials for up to 18 teachers. The professional development dates are August 13, 14, 15, and October 11, 12, 2018.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until December 2018.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **\$12,500.00**. This fee includes five days of training at \$1800 per day and \$135.00 per attendee for materials. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Net 30 days after delivery of service and receipt of invoice to pay.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

Airfare costs for the our trainer for the August and November professional development dates

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars (\$1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

**LAGUNA BEACH UNIFIED
SCHOOL DISTRICT
550 Blumont
Laguna Beach, CA 92651**

**CONTRACTOR
Thinking Maps, Inc.
401 Cascade Point
Cary, North Carolina 27513**

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

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2018.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT CONTRACTOR

By: _____

Signature

Jason Vilorio, Ed.D. _____

Typed Name

Superintendent _____

Title

By: _____

Signature

Typed Name

Title

Laguna Beach Unified School District

19. ACTION

May 8, 2018

Approval: Contract with Soday System by Winsor Learning to Provide Training and Instructional Material Pilot for Summer School in an Amount Not-to-Exceed \$7,354.70

Proposal

Staff proposes the Board of Education approve a contract with Soday System by Winsor Learning to provide training and instructional materials to our summer school teachers for use in the special education and general education summer school classes to support students with dyslexia-like characteristics.

Background

Assembly Bill 1369 requires that California School Districts look for the possibility of dyslexia when assessing public school students for special education eligibility. The California Dyslexia Guidelines give school districts consistent and up-to-date information on how to assist them in identifying, assessing, planning, providing, evaluating, and improving educational services for students with dyslexia. To support our students in this effort, the elementary summer school program will pilot the Soday System, a reading intervention program for struggling students.

The attached proposal includes training for teachers in Multisensory Teaching Methodology and a detailed look at the implementation of Soday System #1 Reading Intervention Program. The proposal also includes three intervention sets of instructional materials.

Budget Impact

The budget impact for this summer school pilot is \$7,354.70, which includes three sets of instructional materials and one day of professional development.

Recommended Action

Staff recommends the Board of Education approve a contract with Soday System by Winsor Learning to provide training and pilot materials to our summer school teachers.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Winsor Learning, Address: 3001 Metro Drive, Suite 480, Bloomington, MN 55425, Phone: 800-321-7585; hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work. CONTRACTOR shall perform services for the DISTRICT as follows:
Sunday System 1 Intervention Set and Blackline Master and Sunday System 1 Installation Training
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT upon Board approval and will diligently perform as required until **September 3, 2018**.
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed \$7,354.70 DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Due and payable within 30 days of service, upon invoicing.
4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

AGREEMENT. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that in providing services pursuant to this AGREEMENT, CONTRACTOR shall obey and comply with all copyright, trademark and patent laws, rules and regulations, including proper identification of all copyrighted materials used.

8. Copyright/Trademark/Patent. CONTRACTOR further understands and agrees that in the event materials are produced pursuant to this AGREEMENT for the benefit of the DISTRICT for which a copyright, trademark and patent may be secured, the DISTRICT shall have the right to such copyright, trademark or patent. CONTRACTOR further understands and agrees that all materials produced for the benefit of the DISTRICT pursuant to this AGREEMENT shall become the DISTRICT'S property, and reuse is subject to the DISTRICT'S express written permission.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

(b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

(d) Any acts or omissions by CONTRACTOR or any person or corporation employed by CONTRACTOR relating to services to be rendered under this Agreement.

11. Insurance. CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to carry malpractice and/or professional liability insurance in the amount One Million Dollars (\$1,000,000). Prior to the execution of this Agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees that not less than 30 days prior to the expiration of any coverage, CONTRACTOR will provide evidence of renewal to DISTRICT. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policies. CONTRACTOR shall provide proof of current Worker's Compensation insurance for CONTRACTOR'S employees (if applicable).

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR without the prior written consent of District.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

**LAGUNA BEACH UNIFIED
SCHOOL DISTRICT
550 Blumont
Laguna Beach, CA 92651**

**CONTRACTOR
Winsor Learning
3001 Metro Drive, Suite 480
Bloomington, MN 55425**

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

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2018.

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____

By: _____

Signature

Signature

Jason Vioria, Ed.D.

Winsor Learning, Inc.

LBUSD Superintendent

Contractor

Laguna Beach Unified School District

20. **ACTION**

May 8, 2018

Approval: Agreement for Contracted Services with All City Management Services, Inc., to Provide a School Crossing Guard at Thurston Middle School for the 2018-2019 School Year, with a Not-to-Exceed Amount of \$14,000.00

Proposal

Staff proposes that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2018-2019 school year, with a not-to-exceed amount of \$14,000.00

Background

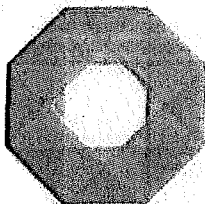
The District has been advised by its liability carrier that District employees should not attempt to control traffic on city streets because they are not on District property and traffic control is generally a municipal responsibility. District employees are not trained to control vehicular traffic and any effort to do so could endanger employees as well as students. School districts are not required to provide assistance crossing streets adjacent to schools. However, given the heavy traffic and large number of students who cross the street in front of Thurston Middle School, it is prudent to provide crossing guard services to reduce possible safety risks to students. The City of Laguna Beach has agreed to share the costs of these services.

Budget Impact

This contract will be paid from the General Fund, with 50% reimbursed by the City of Laguna Beach.

Recommended Action

Staff recommends that the Board of Education approve a contract with All City Management Services, Inc., to provide a school crossing guard at Thurston Middle School for the 2018-2019 school year, with a not-to-exceed amount of \$14,000.00.



ALL CITY MANAGEMENT SERVICES

AGREEMENT BETWEEN THE LAGUNA BEACH UNIFIED SCHOOL DISTRICT AND ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this May _____, 2018 by and between the LAGUNA BEACH UNIFIED SCHOOL DISTRICT a municipal corporation, hereinafter called the " District", and ALL CITY MANAGEMENT SERVICES, INC., a California corporation hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a one year period which commences July 1, 2018 and ends on June 30, 2019 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
4. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any Crossing Guard fails to report for work at the assigned time and location.
5. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the Laguna Beach Unified School District pertaining to general pedestrian safety in school crossing areas.
6. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the Laguna Beach Unified School District are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
7. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel

must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

8. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the District Counsel, Superintendent of Schools, or designee for the Laguna Beach Unified School District.
9. Contractor agrees to indemnify the District, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
10. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
11. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the District.

12. The District agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Nineteen Dollars and Twenty-Four Cents (\$19.24) per hour of guard service provided. It is understood that the cost of providing Seven Hundred and Twenty-Four (724) hours of service shall not exceed Thirteen Thousand, Nine Hundred and Twenty-Nine Dollars and Seventy-Six cents (\$13,929.76).
13. Payment is due to Contractor within thirty (30) days of receipt of Contractor's properly prepared invoice.
14. Unforeseen Costs: The Contractor may exercise a price increase during the contract period as result of any legislative mandated increases in wages or benefits to State of California Employees. The Contractor shall provide the District 60 days' notice and justification of its request to adjust pricing based on any new wage or benefit laws. The District agrees to review and respond to said notice within 30 days of service.
15. In the event that this Agreement is extended beyond June 30, 2019 the compensation for services shall be established by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Laguna Beach Unified School District

All City Management Services, Inc.

By _____
Signature

By 
Demetra Farwell, Corporate Secretary

Date: April 12, 2018

Print Name and Title

Date _____

Laguna Beach Unified School District

21. **ACTION**

May 8, 2018

Approval: Award of Contract for Purchase, Warranty and Installation of Information Technology Goods & Services from Digital Networks Group, Inc. Based on Contract Number 3-14-58-0215F, Supplement No. 1 of the State of California Multiple Award Schedule

Proposal

Staff proposes the Board of Education award a contract for purchase, warranty and installation of Information Technology Goods & Services from Digital Networks Group, Inc. based on contract number 3-14-58-0215F, Supplement No. 1 of the State of California Multiple Award Schedule.

Background

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices, which, have been assessed to be fair, reasonable and competitive. Pursuant to Public Contract Code Sections 10290 et seq. and 12101.5, the State of California establishes multiple award contracts that may be used by State and local government agencies, which includes K-12 public school districts.

The CMAS contract for Digital Networks Group, Inc. is valid from 10/03/2016 through 04/30/2021. However, the district is not required to rely solely on this CMAS contract for projects that require Information Technology Goods & Services and may at any time solicit new quotes or bids for the same scope of work. As an approved CMAS contractor, this insures all pricing and warranties have been fully vetted and proven to be fair and competitive. Awarding this contract will allow staff to pursue Information Technology Goods & Services for projects quickly, as well as provide a strong benchmark for comparison of alternative quotes for similar work.

Budget Impact

There is no financial impact to allowing this purchasing option.

Recommended Action

Staff recommends the Board of Education award a contract for purchase and warranty of Information Technology Goods & Services from Digital Networks Group, Inc. based on contract number 3-14-58-0215F, Supplement No. 1 of the State of California Multiple Award Schedule.

October 3, 2016

Bart Moran
Digital Networks Group, Inc.
20382 Humana Circle
Lake Forest, CA 92630

Subject: RENEWAL of Digital Networks Group, Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-14-58-0215F, SUPPLEMENT NO. 1
CMAS Contract Term: October 3, 2016 through April 30, 2021
Base GSA Schedule No.: GS-35F-0010L

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

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

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

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

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3 2016 (JUL-SEPT)
DUE BY OCT 15, 2016.

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

Should you have any questions regarding this contract, please contact me at 916/375-4395. Thank you for your continued cooperation and support of the CMAS Program.



BRUCE FONG, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Digital Networks Group, Inc.

CONTRACT NUMBER:	3-14-58-0215F
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	10/3/2016 through 04/30/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>September 8, 2014</u>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<u>GS-03F-0010L</u>
BASE SCHEDULE HOLDER:	JAV, Inc.

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

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

The purpose of this supplement is to renew this contract through 04-30-21. In addition, this supplement replaces in its entirety Digital Networks Group, Inc.'s existing California Multiple Award Schedule (CMAS) that expired on 04-30-16. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

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


 _____ Effective Date: **10/3/2016**
BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

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-AMX
Brand-C2G
Brand-Creston
Brand-Kramer
Brand-Liberty AV Solutions
Brand-Middle Atlantic Products
Brand-Shure
Intercom-Audio/Video
Data Commun-Equipment
Video-Equipment-Audio
Audio/Video-Switching Systems
Data Commun-Wireless

AVAILABLE PRODUCTS AND/OR SERVICES

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

Professional Audio/Video Assessment, Design and Integration SIN 58-8 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-03F-0010L (JAV, Inc.) with a GSA term of 01/02/2016 through 01/01/2021. 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.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (949) 428-6334:

Digital Networks Group, Inc.
20382 Hermana Circle
Lake Forest, CA 92630
Attn: Lisa Young

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

Contact: Lisa Young
Phone: (949) 428-6333 ext. 6354
E-mail: lyoung@digitalnetworksgroup.com

CALIFORNIA SELLER'S PERMIT

Digital Networks Group, Inc.'s California Seller's Permit No. is 100228874. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

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

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

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

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

WARRANTY

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

DELIVERY

1-30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

HOW TO USE CMAS CONTRACTS

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

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

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Order Form

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

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

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

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form/s/FMC/Search.aspx>

2. Purchase Orders

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

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

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

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

3. Service and Delivery after Contract Expiration

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

4. Multiple Contracts on STD. 65 Order Form

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

5. Amendments to Agency's Purchase Orders

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

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

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

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

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

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

CONTRACTOR OWNERSHIP INFORMATION

Digital Networks Group, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

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

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

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

PRODUCT INSTALLATION

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

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

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.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

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

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

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

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

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

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

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

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

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

APPLICABLE CODES, POLICIES AND GUIDELINES

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

STATEWIDE PROCUREMENT REQUIREMENTS

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

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

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

2. Payee Data Record (Std. 204)

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

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

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

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

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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

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

4. Contractor Invoices

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

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

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

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

5. Advance Payments

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

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

Digital Networks Group, Inc. accepts the State of California credit card (CAL-Card).

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

7. Lease/Purchase Analysis

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

8. Leasing

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

SEAT Management financing options are NOT available through this contract.

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

9. Maintenance Tax

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

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.
The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

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

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

CONTRACTOR QUARTERLY INCENTIVE FEES

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

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

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

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

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

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

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

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

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

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1**

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).

CONTRACTOR TRAVEL

The provision for travel expense reimbursement is included in this contract.

It is important the agency and contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the contract) must be included in the agency purchase order to be payable.

State agencies may only reimburse travel and per diem expenses according to State travel time and per diem rules for State employees. All travel and per diem expenses must be within the contract parameters, incorporated into the purchase order, and supported by receipts. For the current travel and per diem reimbursement rates, go to the Department of Personnel Administration's website at: <http://www.dpa.ca.gov/personnel-policies/travel/main.htm>

Notwithstanding the contract provisions, the State will not be responsible for the cost of travel to bring contractor personnel from out-of-state to the job site (unless specifically arranged by agency in advance). If requested by the agency, the State will be responsible for reimbursement of travel expenses from one California agency site to another.

State agencies should refer to SAM Section 0774 "Travel and Related Reimbursement of Persons Not State Employees", when transportation and per diem costs are to be reimbursed by the State.

Local government agencies will pay travel and per diem expenses according to their statutory requirements.

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

ACCEPTANCE TESTING CRITERIA

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

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

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DIGITAL NETWORKS GROUP, INC
CMAS NO. 3-14-58-0215F, SUPPLEMENT NO. 1

ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Reporting Calendar Year: _____

Revision

Contract Number: _____

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: _____

Q3 (Jul-Sep)

Phone Number: _____

Q4 (Oct-Dec)

E-mail: _____

Check Here if No New Orders for This Quarter

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

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES							
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number	

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

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

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

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

STATE MODEL

CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

(Infrastructure as a Service and Platform as a Service)

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

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5306.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. DEFINITIONS:

- a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.
- b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.
- c. "Individually Identifiable Health Information" means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).
- e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.
- f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.
- j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.
- k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.
- l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is

STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Infrastructure as a Service and Platform as a Service)

stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.

- m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.
- n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. DATA OWNERSHIP:

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. DATA PROTECTION:

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

- a. In addition to the Compliance with Statutes and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
 - ii. NIST Special Publication 800-53 Revision 4 or its successor.
 - iii. Privacy provisions of the Federal Privacy Act of 1974.
- b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.
- c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.
- d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.
- f. (For PaaS Only) Encryption of Data at Rest: The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. DATA LOCATION:

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

**STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)**

- a. **Security Incident Reporting Requirements:** Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.
- b. **Breach Reporting Requirements:** If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- c. **(For PaaS Only) Incident Response:** The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. DATA BREACH RESPONSIBILITIES:

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

- a. The Service Provider, unless otherwise set forth in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.
- c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions – Information Technology.

7. NOTIFICATION OF LEGAL REQUESTS:

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. DATA PRESERVATION AND RETRIEVAL:

- a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").
- b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.
- c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.
- d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.

STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)

- e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.
- f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.
- g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.
- h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. BACKGROUND CHECKS:

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

10. ACCESS TO SECURITY LOGS AND REPORTS:

- a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.
- b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.
- c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Infrastructure as a Service and Platform as a Service)

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

17. RIGHT TO REMOVE INDIVIDUALS:

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. WEB SERVICES:

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

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

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

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

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

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

- including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

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

9. CMAS -- ASSIGNMENT:

- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions -- Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

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

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **CMAS – WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be—free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
 - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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

- harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
- (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

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

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

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

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

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

- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
 - b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

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

- Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to

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

the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

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

36. DOCUMENTATION

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

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

37. RIGHTS IN WORK PRODUCT:

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

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

- competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
 - b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.
 - c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
 - d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
39. **PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
40. **RIGHT TO COPY OR MODIFY:**
- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
 - b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
41. **FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
42. **ENCRYPTION/CPU ID AUTHORIZATION CODES:**
- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
 - b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
 - c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

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

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

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

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

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

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

the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately

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

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

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
47. **FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate,

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

harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action

assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

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

to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

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

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

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

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

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

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

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

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

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

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the

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

awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

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

66. **CMAS – PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1

of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

- c) The Contractor hereby certifies by signing this Contract that:
- i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
- i) Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.
Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

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

- violation of California Labor Code Sections 1810-1815, inclusive.
- ii) **Worker's Compensation Insurance**
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
- iii) **Travel and Subsistence Payments**
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- iv) **Apprentices**
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
- v) **Payroll**
The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.
- 67. CMAS -- TERMINATION OF CMAS CONTRACT:**
- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
 - b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
 - c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
 - d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
- 68. CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
- 69. CMAS -- Debarment Certification (Federally Funded Contracts):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
- 71. CMAS -- CONFLICT OF INTEREST:**
- a) **Current State Employees (Public Contract Code Section 10410):**
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
 - b) **Former State Employees (Public Contract Code Section 10411):**
 - i) For the two-year period from the date he or she left State employment, no former State officer or

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

employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

- ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

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

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

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

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

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

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

74. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

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

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

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

76. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

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

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

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

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5306.6;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

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

2. Terms

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

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

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

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

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

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
4. **SaaS and DATA SECURITY:**
- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
 - b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
 - c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
 - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
 - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
 - f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.
 - 6) **ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
 - 6) **DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
 - 7) **RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

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

- 8) TRANSITION PERIOD:**
- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
 - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
 - c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
 - d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
 - e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
 - f) The State at its option, may purchase additional transition services as agreed upon in the SOW.
- 9) DATA BREACH:** Unless otherwise stated in the Statement of Work,
- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
 - b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
 - c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 10) DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

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

- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 11) **EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
 - b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
 - c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.
- 12) **DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

Laguna Beach Unified School District

22. **ACTION**

May 8, 2018

Approval: **Award of Contract for Purchase, Warranty and Installation of Information Technology Goods & Services from Extron Electronics Based on Contract Number 3-16-70-2382B, Supplement No. 2 of the State of California Multiple Award Schedule**

Proposal

Staff proposes the Board of Education award a contract for purchase, warranty and installation of Information Technology Goods & Services from Extron Electronics based on contract number 3-16-70-2382B, Supplement No. 2 of the State of California Multiple Award Schedule.

Background

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices, which have been assessed to be fair, reasonable and competitive. Pursuant to Public Contract Code Sections 10290 et seq. and 12101.5, the State of California establishes multiple award contracts that can be used by State and local government agencies, which includes K-12 public school districts.

The CMAS contract for Extron Electronics is valid from 3/08/2016 through 05/31/2021. However, the district is not required to rely solely on this CMAS contract for projects that require Information Technology Goods & Services and may at any time solicit new quotes or bids for the same scope of work. As an approved CMAS contractor this insures all pricing and warranties have been fully vetted and proven to be fair and competitive. Awarding this contract will allow staff to pursue Information Technology Goods & Services projects quickly, as well as provide a strong benchmark for comparison of alternative quotes for similar work.

Budget Impact

There is no financial impact to allowing this purchasing option.

Recommended Action

Staff recommends the Board of Education award a contract for purchase and warranty of Information Technology Goods & Services from Extron Electronics based on contract number 3-16-70-2382B, Supplement No. 2 of the State of California Multiple Award Schedule.

State of California
MULTIPLE AWARD SCHEDULE
RGB Systems, Inc. dba
Extron Electronics

CONTRACT NUMBER:	3-16-70-2382B
SUPPLEMENT NO.	2
CMAS CONTRACT TERM:	03/08/2016 through 05/31/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>September 8, 2014</u>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<u>GS-35F-183DA</u>
BASE SCHEDULE HOLDER:	RGB Systems, Inc.

This contract provides for the purchase and warranty of audio/visual equipment and accessories only.

The purpose of this contract supplement is to incorporate the following changes:

- 1) Add Golden Star Technology, Lightwerks Communication Systems, Jensen Audio Visual and Time and Alarm Systems to the list of authorized resellers shown in Attachment C.
- 2) Remove Southland Technology from the list of authorized resellers shown in Attachment C.

All other terms and conditions and provisions of the contract remain unchanged.

Bruce Fong Effective Date: **03/22/2017**
BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B, SUPPLEMENT No. 2**

ISSUE PURCHASE ORDER TO

Orders may be placed with Extron Electronics or with an Authorized Reseller as indicated below:

Orders placed with Extron Electronics:

SUBMIT ORDERS TO:

Extron Electronics
1025 East Ball Road
Anaheim, CA 92805
Attn: Kellie Herrera

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

Contact: Kellie Herrera or Sandra Gonzales
Phone: (800) 633-9876
Fax: (800) 633-9870
E-mail: salescontracts@extron.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Extron Electronics
c/o Authorized Reseller
Authorized Reseller's Address

SEE ATTACHMENT C FOR A LIST OF AUTHORIZED RESELLERS

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO HEWLETT PACKARD ENTERPRISE COMPANY FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 EXTRON ELECTRONICS
 CMAS NO. 3-16-70-2382B, SUPPLEMENT No. 2

ATTACHMENT C - Authorized Resellers List

Company Name	Contact	Address	City	State	Zip	Phone	Fax	Email
Lightwerks Communication Systems, Inc.	David Riberi	3331 Jack Northrop Ave.	Hawthorne	CA	90250	424-675-2600	424-456-3844	driberi@ccsprojects.com
ClearTech Media	Maxwell Brown	729 W. Woodbury Road	Altadena	CA	91001	800-561-5070	714-373-0012	max@cleartechmedia.com
Comp View, Inc.	Tom Yerkes	P.O. Box 518	Beaverton	OR	97075	503-641-8439	503-626-8439	tyerkes@compview.com
Decotech Systems, Inc.	Lisa Joubert	1180 Mt. Diablo Blvd.	Walnut Creek	CA	94596	925-954-1520	925-943-1521	lisa@decotech.com
Digital Networks Group	Lisa Young	11 Columbia, Suite 100	Aliso Viejo	CA	92656	949-428-6333	949-428-6334	lyoung@digitalnetworksgroup.com
Golden Star Technology	Dennis Wang	12881 166 th Street	Cerritos	CA	90703	562-345-8700	562-345-8701	dpwang@gstes.com
Jensen Audio Visual	Cindy Davis	210 E. Cota Street	Santa Barbara	CA	93101	805-962-0110	805-963-2543	cindy@jensenav.com
On Target Voice and Data, Inc	Andrew Vermette	17691 Mitchell North	Irvine	CA	92614	714-363-0501	714-363-0508	andrew@teamentarget.com
Pathway Communications, LTD.	Paul Robinson	12740 Danielson Ct., Suite E	Poway	CA	92064	858-324-1036	858-430-9459	paulr@pcomus.com
Spinitar	Adriana Jerez	16751 Knott Ave.	La Mirada	CA	90638	714-367-2900	714-367-2910	Adrianaj@spinitar.com
Time and Alarm Systems	Kristen Lane	3828 Wacker Drive	Mira Loma	CA	91752	951-685-1761	951-685-1441	klane@timeandalarm.com
Vector Resources, Inc.	Briana Fernandes	3530 Voyager St.	Torrance	CA	90503	310-436-1000	310-436-1062	bfernandes@vectorusa.com

Authorized Resellers are allowed to receive purchase orders and payments directly from ordering agencies.

State of California
MULTIPLE AWARD SCHEDULE
RGB Systems, Inc. dba
Extron Electronics

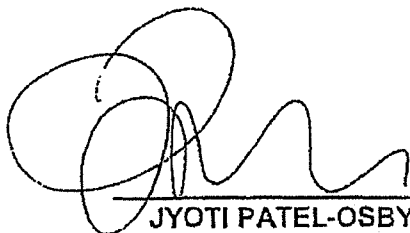
CONTRACT NUMBER:	3-16-70-2382B
SUPPLEMENT NO.	1
CMAS CONTRACT TERM:	03/08/2016 through 05/31/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>September 8, 2014</u>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-183DA
BASE SCHEDULE HOLDER:	RGB Systems, Inc.

This contract provides for the purchase and warranty of audio/visual equipment and accessories only.

The purpose of this contract supplement is to incorporate the following changes:

- 1) Add authorized reseller ClearTech Media under this CMAS contract.
- 2) See page 2 for instructions on reseller payment and invoicing.
- 3) See page 3 (Attachment C) for a complete list of authorized resellers under this contract.

All other terms and conditions and provisions of the contract remain unchanged.



Effective Date: 04/06/2016
JYOTI PATEL-OSBY, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B, SUPPLEMENT NO. 1

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-Extron
Amplification System-Classroom
Controller-Facility Management
Data Commun-Fiber Component
Data Commun-Processor
Projection-Accessories
Video Equipment-Audio
Audio/Video-Switching Systems

AVAILABLE PRODUCTS AND/OR SERVICES

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.gsa.eLibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-183DA (RGB SYSTEMS, INC.) with a GSA term of 02/12/2016 through 02/11/2021. 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.

ISSUE PURCHASE ORDER TO

Orders may be placed with Extron Electronics or with an Authorized Reseller as indicated below:

Orders placed with Extron Electronics:

SUBMIT ORDERS TO:

Extron Electronics
1025 East Ball Road
Anahelm, CA 92805
Attn: Kellie Herrera

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

Contact: Kellie Herrera or Sandra Gonzales
Phone: (800) 633-8876
Fax: (800) 633-8870
E-mail: salescontracts@extron.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Extron Electronics
c/o Authorized Reseller
Authorized Reseller's Address

SEE ATTACHMENT C FOR A LIST OF AUTHORIZED RESELLERS

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO HEWLETT PACKARD ENTERPRISE COMPANY FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

State of California
MULTIPLE AWARD SCHEDULE
RGB Systems, Inc. dba
Extron Electronics

CONTRACT NUMBER:	3-16-70-2382B
CMAS CONTRACT TERM:	03/08/2016 through 05/31/2021
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>September 8, 2014</u>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<u>GS-35F-183DA</u>
BASE SCHEDULE HOLDER:	RGB Systems, Inc.

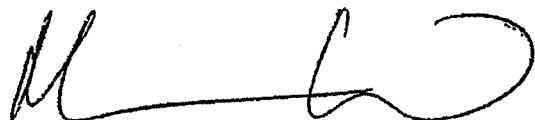

This contract provides for the purchase and warranty of audio/visual equipment and accessories only. (See page two for the specific restrictions applicable to this contract.)

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

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

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

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

Effective Date: **03/08/2016**
MICHAEL WONG, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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-Extron
Amplification System-Classroom
Controller-Facility Management
Data Commun-Fiber Component
Data Commun-Processor
Projection-Accessories
Video Equipment-Audio
Audio/Video-Switching Systems

AVAILABLE PRODUCTS AND/OR SERVICES

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

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-36F-183DA (RGB SYSTEMS, INC.) with a GSA term of 02/12/2016 through 02/11/2021. 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.

ISSUE PURCHASE ORDER TO

Orders may be placed with Extron Electronics or with an Authorized Reseller as indicated below:

Orders placed with Extron Electronics

SUBMIT ORDERS TO:

Extron Electronics
1025 East Ball Road
Anaheim, CA 92805
Attn: Kellie Herrera

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

Contact: Kellie Herrera or Sandra Gonzales
Phone: (800) 633-9876
Fax: (800) 633-9870
E-mail: salescontracts@extron.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Extron Electronics
c/o Authorized Reseller
Authorized Reseller's Address

SEE ATTACHMENT C FOR A LIST OF AUTHORIZED RESELLERS

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO HEWLETT PACKARD ENTERPRISE COMPANY FOR CMAS QUARTERLY REPORTING REQUIREMENTS.

CALIFORNIA SELLER'S PERMIT

Extron Electronics' California Seller's Permit No. is 24849384. 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.

When issuing an order to an authorized reseller listed on a CMAS contract, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

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

WARRANTY

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

DELIVERY

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

SHIPPING INSTRUCTIONS

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

HOW TO USE CMAS CONTRACTS

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$50.00.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form/FFMC/Search.aspx>

2. Purchase Orders

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

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

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

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

3. Service and Delivery after Contract Expiration

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

4. Multiple Contracts on STD. 65 Order Form

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

5. Amendments to Agency's Purchase Orders

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

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

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

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

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

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

CONTRACTOR OWNERSHIP INFORMATION

Extron Electronics is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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.

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/splaxprog/ewaste.htm

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

PRODUCTIVE USE REQUIREMENTS

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

- 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:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

4. Contractor Invoices

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

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

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

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

5. Advance Payments

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

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

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

6. Credit Card

Extron Electronics accepts the State of California credit card (CAL-Card).

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

7. Lease/Purchase Analysis

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

8. Leasing

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

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4817 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

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

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

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

CONTRACTOR QUARTERLY REPORT PROCESS

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

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".

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).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B**

- Supplements, if applicable.

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

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

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

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

ACCEPTANCE TESTING CRITERIA

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

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

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EXTRON ELECTRONICS
CMAS NO. 3-16-70-2382B

.ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Reporting Calendar Year: _____

Revision

Contract Number: _____

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: _____

Q3 (Jul-Sep)

Phone Number: _____

Q4 (Oct-Dec)

E-mail: _____

Check Here if No New Orders for This Quarter

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

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES							
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number	

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

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

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

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

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

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

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

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

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

- including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

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

- 9. CMAS – ASSIGNMENT:**
- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
 - b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. CMAS – ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
 - b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
 - c) Other Special Provisions;
 - d) Federal GSA (or other multiple award) terms and conditions;
 - e) Statement of work, including any specifications incorporated by reference herein; and
 - f) All other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

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

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **CMAS – WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be—free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
 - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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

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 (l) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
- (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

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

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

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

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

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

- (i) completed Deliverables,
(ii) partially completed Deliverables, and,
(iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

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

- Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to

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

the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

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

36. DOCUMENTATION

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

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

37. RIGHTS IN WORK PRODUCT:

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

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

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

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

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

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

40. **RIGHT TO COPY OR MODIFY:**

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

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

42. **ENCRYPTION/CPU ID AUTHORIZATION CODES:**

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

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

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

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

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

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

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

the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately

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

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

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 80 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.

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

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
47. **FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate.

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

harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action

assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

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

to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

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

- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

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

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

- 58. AMERICAN WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10288 and 10288.1, and is eligible to Contract with the State.
- 62. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the

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

awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

65. **CMAS – CONTRACTOR'S LICENSE REQUIREMENTS:** Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.
66. **CMAS – PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**
- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1

of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

- c) The Contractor hereby certifies by signing this Contract that:
- i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;
- ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) **Laws to be Observed**
- i) **Labor**
- Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.
- Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

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

- violation of California Labor Code Sections 1810-1815, inclusive.
- ii) **Worker's Compensation Insurance**
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
- iii) **Travel and Subsistence Payments**
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- iv) **Apprentices**
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
- v) **Payroll**
The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.
67. **CMAS -- TERMINATION OF CMAS CONTRACT:**
- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
 - b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
 - c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
 - d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
68. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
69. **CMAS -- Debarment Certification (Federally Funded Contracts):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
70. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
71. **CMAS -- CONFLICT OF INTEREST:**
- a) **Current State Employees (Public Contract Code Section 10410):**
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
 - b) **Former State Employees (Public Contract Code Section 10411):**
 - i) For the two-year period from the date he or she left State employment, no former State officer or

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

employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

- ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

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

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

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

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

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

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

- 74. CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
- 75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a

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

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

- 76. CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

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

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

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

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5306.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

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

2. Terms

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

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

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

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

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

- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
4. **SaaS and DATA SECURITY:**
- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
- 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.
- 6) **ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 6) **DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
- 7) **RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

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

- 8) **TRANSITION PERIOD:**
- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
 - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
 - c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
 - d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
 - e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
 - f) The State at its option, may purchase additional transition services as agreed upon in the SOW.
- 9) **DATA BREACH: Unless otherwise stated in the Statement of Work,**
- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
 - b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
 - c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 10) **DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,**
- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

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

- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 11) **EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
 - b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
 - c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.
- 12) **DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

