



A G E N D A
BOARD OF EDUCATION MEETING
RIVERSIDE UNIFIED SCHOOL DISTRICT
Board Room
6735 Magnolia Avenue, Riverside, California

BOARD OF EDUCATION:
MRS. GAYLE CLOUD
PRESIDENT
CHARLES L. BEATY, Ph.D.
VICE PRESIDENT
MRS. KATHY ALLAVIE
CLERK
MR. TOM HUNT
MEMBER
MRS. PATRICIA LOCK-
DAWSON, MEMBER

Study Session – 3:00 p.m.
Closed Session – 4:00 p.m.

February 21, 2012

Open Session – 5:30 p.m.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification of accommodation in order to participate in a meeting should direct such request to the District Superintendent at 788-7135, Ext. 80402 at least 48 hours before the meeting, if possible.

As required by Government Code 54957.5, agenda materials can be reviewed by the public at the District’s administrative offices, Reception Area, First Floor, 3380 Fourteenth Street, Riverside, California.

CALL MEETING TO ORDER – 3:00 p.m.

ESTABLISHMENT OF A QUORUM OF THE BOARD OF EDUCATION

STUDY SESSION

The Board of Education will hold a Study Session in the Board Room to discuss the following topics:

Deputy Supt.
Business

Page

Nutrition Services Update – Part 2 – Where To Go and How To Get There

1-2

The Board of Education will hold the second of a two-part Study Session to review and discuss an update on the District’s Nutrition Services Program.

Potential Re-Purposing of Hyatt Elementary School

Asst. Supts.
and Deputy Supt.

3

Staff will present information about the factors which suggest the possible re-purposing of Hyatt Elementary School.

PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

CLOSED SESSION

The Board of Education will recess to Closed Session at 4:00 p.m. to discuss:

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6

District Representative:	Rick L. Miller, Ph.D., District Superintendent
Employee Organizations:	Riverside City Teachers Association California School Employees Association

3. Conference With Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(a)
Case Number: U.S.D.C., Central District of California, Case No. EDCV10-1002-CAS (OPx)

4. Conference With Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(a)
Case Number: U.S.D.C., Central District of California, Case No. CV11-08287-JHN (SPx)

5. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6

District Negotiator:	Bradley E. Neufeld, Attorney at Law
Unrepresented Employees:	District Superintendent, Deputy Superintendent, and Assistant Superintendents

RECONVENE OPEN SESSION

The Board of Education will convene in Open Session at 5:30 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag will be led by Amanda Bautista, 5th grade Mountain View Elementary School student.

GROUP PERFORMANCE

The Ramona High School Choir will perform for the Board of Education.

Oral Report <u>Assigned To</u>	For <u>Board</u>	<u>Page</u>
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SECTION A – PRESENTATIONS

A.1 Reports by High School Representatives

District
Superintendent

Alina Tamayo – John W. North High School
Gavin Reagins – Riverside Polytechnic High School
Catherine Grullon – Ramona High School
Jonathan Bray – Riverside Virtual School

A.2 Scheduled Communications (approximately 6:30 p.m.)

Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

Scheduled Communications provides an opportunity for members of the public to schedule time to address the Board on a specific topic. The president invites anyone who has requested an opportunity to address the Board under Scheduled Communications to do so at this time.

SECTION B – SUBCOMMITTEE REPORTS

B.1 Board Finance Subcommittee Report

Chuck Beaty Report

The Board of Education will receive a report from the Board Finance Subcommittee.

B.2 Board Instruction Subcommittee Report

Kathy Allavie Report

The Board of Education will receive a report from the Board Instruction Subcommittee.

SECTION C– CONSENT

Moved _____ Seconded _____ Vote _____

All items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items to be removed from the Consent Calendar.

C.1 Minutes of Board Meeting

District Superintendent Consent 4-8

February 6, 2012 – Regular Board Meeting

C.2 Certification of Signatures

District Superintendent Consent 9-10

An update has been made to the Certification of Signatures and requires Board of Education approval.

C.3 Restoration of Furlough Days and Related Salary Adjustments for the Superintendent, Deputy and Assistant Superintendents, and Board Members

Deputy Supt. Business Consent 11-12

Board approval is sought to restore furlough days and related salary adjustments for the Superintendent, Deputy and Assistant Superintendents, and Board Members.

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|---|--------------------------|---------|-------|
| C.4 Approval of Employment Contract – Assistant Superintendent, Human Resources | Deputy Supt.
Business | Consent | 13 |
| <i>The Board of Education will consider the approval of an employment contract for Susan J. Mills as Assistant Superintendent, Human Resources.</i> | | | |
| C.5 Acceptance of Gifts and Donations to the District | Deputy Supt.
Business | Consent | 14-16 |
| <i>Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.</i> | | | |
| C.6 Warrant List No. 12 | Deputy Supt.
Business | Consent | 17-23 |
| <i>The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.</i> | | | |
| C.7 Resolution No. 2011/12-43 – Resolution to Appropriate Revenues, Expenditures, and Fund Balance | Deputy Supt.
Business | Consent | 24-26 |
| <i>Funds have been received or are anticipated to be received by the school District. Revenue lists are presented to the Board of Education for adoption.</i> | | | |
| C.8 Investment Report for Quarter Ending December 31, 2011 | Deputy Supt.
Business | Consent | 27-48 |
| <i>A status report on the District's funds and investments may be prepared on a quarterly basis for the Superintendent's and the Board of Education's information.</i> | | | |
| C.9 Donation of E-Waste Equipment | Deputy Supt.
Business | Consent | 49-68 |
| <i>From time to time, the District conducts a sale of discarded equipment to dispose of items that are surplus or obsolete.</i> | | | |
| C.10 Sale of Surplus Equipment | Deputy Supt.
Business | Consent | 69-70 |
| <i>From time to time, the District conducts a sale of discarded equipment to dispose of items that are surplus or obsolete.</i> | | | |

C.11 Change Orders

Deputy Supt. Consent 71-76
Business

**Approval of Change Order No. 4 – Purchase Order
C6001503 – Bid No. 2009/10-75 – Ramona High School
Interior Landscaping**

*A change is recommended in the scope of work to modify the
Ramona High School Interior Landscaping.*

**Approval of Change Order No. 2 – Purchase Order
C6002012 – Bid No. 2011/12-21 – Arlington High School
Opportunity Classroom – General Construction**

*A change is recommended in the scope of work for the
Arlington High School Opportunity Classroom.*

C.12 Cooperative Purchasing Agreements

Deputy Supt. Consent 77-209
Business

**Approval to Exercise the Option for Renewal of CalSAVE
Government Purchasing Alliance AEPA Bid #009 – Category
– Digital Copiers and Related Equipment**

*Cooperative purchasing agreement for the purchase of digital
copiers and related equipment.*

**Approval to Utilize the Department of General Services
(DGS) Master Price Agreement No. 5-06-99-01 With U.S.
Bank for Purchase Card Services**

Cooperative purchasing agreement for purchase card services.

**Approval to Utilize the Los Angeles Unified School District
Bid No. C-565 With Arey Jones for the Purchase of Lenovo
Personal Computer Systems and Related Equipment and
Services**

*Cooperative purchasing agreement for the purchase of personal
computer systems and related equipment and services.*

**Approval to Utilize the Western States Contracting Alliance
(WSCA) Master Price Agreement No. B27164 With Hewlett
Packard Company for the Purchase of Computer
Equipment, Peripherals, and Related Services**

*Cooperative purchasing agreement for the purchase of
computer equipment, peripherals, and related services.*

Approval to Utilize the Western States Contracting Alliance (WSCA) Master Price Agreement No. B27168 With Lenovo for the Purchase of Computer Equipment, Peripherals, and Related Services

Cooperative purchasing agreement for the purchase of computer equipment, peripherals, and related services.

Approval to Utilize the Western States Contracting Alliance (WSCA) Master Price Agreement No. 7-11-51-02 With Grainger for Facilities Maintenance, Lighting Products, Industrial Supplies, and Tools

Cooperative purchasing agreement for the purchase of facilities maintenance, lighting products, industrial supplies, and tools.

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|-------------|--|-------------------------------|---------|---------|
| C.13 | Out-of-State Field Trip – John W. North High School | Asst. Supt.
Inst. Services | Consent | 210-212 |
|-------------|--|-------------------------------|---------|---------|

John W. North High School's Newspaper and Yearbook students will travel by plane to Seattle, Washington, to participate in the Journalism Education Association/National Scholars Press Association (JEA/NSPA) Spring National High School Journalism Convention April 12 – 15, 2012.

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|-------------|--|-------------------------------|---------|---------|
| C.14 | Out-of-State Field Trip – Riverside Polytechnic High School | Asst. Supt.
Inst. Services | Consent | 213-215 |
|-------------|--|-------------------------------|---------|---------|

Riverside Polytechnic High School's Varsity Softball team will travel to Laughlin, Nevada, to participate in the Max Preps Tournament of Champions March 8 – 12, 2012.

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|-------------|--|---------------------------|---------|---------|
| C.15 | Resolution No. 2011/12-45 – Resolution of the Board of Education of Riverside Unified School District Amending the Facilities Improvement Plan With Respect to John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School | Asst. Supt.
Operations | Consent | 216-219 |
|-------------|--|---------------------------|---------|---------|

Resolution No. 2011/12-45 – Resolution of the Board of Education of Riverside Unified School District Amending the Facilities Improvement Plan With Respect to John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School

Staff recommends the adoption of Resolution No. 2011/12-45, amending the Facilities Improvement Plan with respect to John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School to add parking lot lighting as an eligible project for Measure B funding.

C.16 Recommended Waivers of the California High School Exit Exam (CAHSEE)

Exec. Director Consent 220-221
Pupil Serv./SELPA

We are recommending that the passage of the California High School Exit Exam (CAHSEE) be waived for 1 special education student who met the requirements, as established by the Board of Education.

C.17 Recommended Actions From the Administrative Hearing Panel and/or the Executive Director, Pupil Services/SELPA and Adoption of the Findings of Fact for All Approved Cases

Exec. Director Consent Confidential
Pupil Serv./SELPA Insert

Cases for Expulsion

Consistent with Administrative Regulation #5144.1, principals may suspend students who are in violation of Education Code Section 48900 and Board Policy #5144.1. Certain violations identified in Education Code Section 48915 are of a serious nature that require recommendation to the Board of Education for expulsion.

Student Cases: #2011-082, #2011-089

Cases for Expulsion With a Recommendation for Suspended Expulsion

Education Code Section 48917 provides that a student who has been recommended for expulsion may have the expulsion suspended by the Board of Education. The suspended expulsion is valid for the term of the original expulsion order. The student is placed upon school probation, assigned to a school program, and must remain there until the conditions identified in the Rehabilitation Plan are met.

Student Cases: #2011-072, #2011-073, #2011-074, #2011-075, #2011-077, #2011-079, #2011-080, #2011-081, #2011-085, #2011-086, #2011-087, #2011-088

Cases for Reinstatement After Suspended Expulsion

Education Code Section 48917 provides that a student on a suspended expulsion may be reinstated by action of the Board of Education when the student has satisfactorily completed the conditions identified in the Rehabilitation Plan ordered at the time the student was expelled.

Student Cases: #2009-229, #2010-010, #2010-126, #2010-166

C.18	Certificated Personnel Assignment Order CE 2011/12-12	Asst. Supt. Human Res.	Consent	222-225
	<i>The latest District's management, certificated personnel actions are presented to the Board of Education for approval.</i>			

C.19	Classified/Non-Classified Personnel Assignment Order CL 2011/12-12	Asst. Supt. Human Res.	Consent	226-230
	<i>The latest District's classified personnel actions are presented to the Board of Education for approval.</i>			

SECTION D – REPORT/DISCUSSION

D.1	Early Literacy	Asst. Supt. Inst. Services	Report	231-242
	<i>Presentation on RUSD's commitment to mastery of early literacy skills for all students.</i>			

D.2	Budget Planning for 2012-13 – Reflection and Discussion for Budget Considerations for the 2012-13 Fiscal Year	Deputy Supt. Business	Report	243-244
	<i>The Board of Education will be asked to review potential budget implications under the governor's proposed budget for the 2012-13 fiscal year and to provide staff with initial direction as to the approach to be taken in building the 2012-13 budget.</i>			

SECTION E – PUBLIC HEARING

E.1	<u>Public Hearing</u> – Initial Proposal for Collective Bargaining Negotiations Submitted by the Riverside Unified School District Board of Education With the Riverside City Teachers Association for the 2012-13 School Year			245-248
	<i>A public hearing is to be held on the initial proposal for collective bargaining negotiations submitted by the Riverside Unified School District Board of Education with the Riverside City Teachers Association.</i>			

SECTION F – ACTION

F.1	Adoption of Initial Proposal for Collective Bargaining Negotiations Submitted by the Riverside Unified School District Board of Education With the Riverside City Teachers Association for the 2012-13 School Year	Deputy Supt. Business	Action	249-251
	<i>The Board of Education will consider adopting an initial proposal for collective bargaining negotiations submitted by the</i>			

Riverside Unified School District Board of Education with the Riverside City Teachers Association.

Moved_____ Seconded_____ Vote_____

- | | | | | |
|------------|---|--------------------------|--------|---------|
| F.2 | Resolution No. 2011/12-44 – Resolution of the Board of Education of the Riverside Unified School District Granting the Charter Petition for the Establishment of the REACH Leadership Academy School of Math, Science, & Technology, and Approving a Memorandum of Understanding | Deputy Supt.
Business | Action | 252-266 |
|------------|---|--------------------------|--------|---------|

REACH Leadership Academy School of Math, Science & Technology submitted a Charter Petition for consideration by the Board. A corresponding Memorandum of Understanding is also being presented for the Board's consideration.

Moved_____ Seconded_____ Vote_____

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|------------|---|--------------------------|--------|---------|
| F.3 | Award of Bid for Bid No. 2011/12-63 – Independent Audit Services, 2011-12, 2012-13 and 2013-14 | Deputy Supt.
Business | Action | 267-279 |
|------------|---|--------------------------|--------|---------|

Award of contract for independent audit services for 2011-12, 2012-13 and 2013-14 fiscal years.

Moved_____ Seconded_____ Vote_____

- | | | | | |
|------------|--|-------------------------------|--------|---------|
| F.4 | High School Graduation Requirements | Asst. Supt.
Inst. Services | Action | 280-281 |
|------------|--|-------------------------------|--------|---------|

In order to better prepare students for college and career readiness, the High School and Middle School Task Forces have focused and collaborated with appropriate groups on how to increase student achievement for students who receive a Riverside Unified School District high school diploma.

Moved_____ Seconded_____ Vote_____

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|------------|---|---------------------------|--------|---------|
| F.5 | Adoption of Elementary and Middle Schools Educational Specifications | Asst. Supt.
Operations | Action | 282-339 |
|------------|---|---------------------------|--------|---------|

The Educational Specifications and Requirements for Middle and Elementary Schools have been revised and are presented to the Board of Education for approval.

Moved_____ Seconded_____ Vote_____

- | | | | | |
|------------|--|---------------------------|--------|---------|
| F.6 | Design for the Ramona High School Entry Element and Shade Structure | Asst. Supt.
Operations | Action | 340-343 |
|------------|--|---------------------------|--------|---------|

The Board of Education will be asked to approve the design and cost estimate for the Ramona High School entry element and shade structure.

Moved_____ Seconded_____ Vote_____

F.7 Landscape Architect Recommendation

Asst. Supt.
Operations

Action 344

The Board of Education will be asked to approve the staff recommendation for the Landscape Architect for the athletic field renovation projects at Chemawa, Amelia Earhart, and Sierra Middle Schools and future projects.

Moved_____ Seconded_____ Vote_____

F.8 Consideration of 2012 California School Boards Association (CSBA) Delegate Assembly Election

District
Superintendent

Action 345-357

Election material for the CSBA Delegate Assembly Subregion 18A has been received.

Moved_____ Seconded_____ Vote_____

F.9 California School Boards Association (CSBA) Delegate Assembly Riverside Unified School District Appointment

District
Superintendent

Action 358-364

The Board of Education is being asked to either reappoint Mr. Tom Hunt or to appoint a new representative to CSBA's Delegate Assembly.

Moved_____ Seconded_____ Vote_____

F.10 Resolution No. 2011/12-46 - Resolution of the Board of Education of Riverside Unified School District In Support of the California Proposition Entitled: Online K-12 Education. College Preparatory Courses. To Provide Opportunity For All California Students on the November 6, 2012 Ballot

District
Superintendent

Action 365-368

It is recommended that the Board of Education adopt Resolution No. 2011/12-46 – In Support of the California Proposition Entitled: Online K-12 Education. College Preparatory Courses. To Provide Opportunity For All California Students on the November 6, 2012 Ballot.

Moved_____ Seconded_____ Vote_____

SECTION G – UNSCHEDULED COMMUNICATIONS

Unscheduled Communications provides an opportunity for citizens to make suggestions, identify concerns, or request information about matters affecting the school District. Complaints against employees will normally be heard in Closed Session, and the District's complaint procedure should be followed before discussion with the Board.

Individuals or groups who wish to address the Board are requested to fill out a "Request to Address the Board of Education" card located on the table at the back of the Board Room. Comments or presentations should be limited to five minutes or less.

Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

SECTION H – CONCLUSION

H.1 Board Members' Comments

H.2 Superintendent's Announcements

**H.3 Agenda Items for Future Meetings
Monday, March 5, 2012 – Regular Board Meeting**

ADJOURNMENT

The next regular meeting of the Board of Education is scheduled for Monday, March 5, 2012. The meeting will be called to order at 4:30 p.m. in the Board Room at 6735 Magnolia Avenue, Riverside, California. The Board will adjourn to Closed Session from 4:30 to 5:30 p.m., at which time the Board of Education will reconvene in Open Session.

Board Meeting Agenda
February 21, 2012

Topic: Nutrition Services Update – Part 2 – Where To Go and How To Get There

Presented by: Rodney Taylor, Director, Nutrition Services

Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Study Session

Short Description: The Board of Education will hold the second of a two-part Study Session to receive and discuss an update on the District’s Nutrition Services Program.

DESCRIPTION OF AGENDA ITEM:

The District has made tremendous gains in our Nutrition Services program over the past nine and one-half years. Moving from a basic, no frills program operating on a shoestring budget in an unstable financial environment, staff has been able to build a program that has been nationally and internationally recognized for its innovation and focus on student nutritional needs while building a strong financial base and facilitating an annual investment in service growth and improvement. Despite these highlights, the RUSD Nutrition Services program has tremendous needs that present hurdles to our ability to transform the program to the next generation.

The purpose of this two-part Board Study Session is to engage the Board of Education in a long overdue review on what the District has achieved (Part 1) and where we need to move to and how to get there (Part 2). Part 1 was provided on February 6, 2012. Part 2 is today.

Part 1 – Where We Have Come – focused on the familiar achievements we have made in the past nine years. Highlights included the Fresh Farm to School Salad Bar Program, menu and product changes, participation growth and a few financial and operational statistics.

Part 2 – Where To Go and How To Get There – will focus on building the capacity for future transformation. Over the summer we initiated Phase One of a study to look at modern central kitchen operations and layouts with the goal of finding a solution to our non-working cook-chill operation and to address other inefficiencies in our food production and packaging operations.

We contracted with Webb Design, a primer food services design consultant to evaluate our food service operation with focuses on equipment and general infrastructure, and a specific look at our cook-chill possibilities. Our food production activities today avoid any liquids and utilize very few solid food products. Additionally, our salad bar and packaging operation is inefficient - manually intensive in a world of automation.

Webb Design has completed their Phase One evaluation and recommendations. The good news is that there are reasonable solutions to our problems that will open the door to increased food safety, automation and other efficiency improvements, and expansion of our menu and menu cycles to include less processed food product and more fresh products originating from our central kitchen. We are ready to proceed to Phase Two which would entail a deeper look at specific engineering and building components, equipment options, utility issues and cost projections.

The Board's Finance Subcommittee will be engaged to consider a recommendation for the March 5 Board Meeting to proceed with Phase Two of the evaluation and recommendations that would include specific facility, equipment and process recommendations. Nutrition Services has been reserving funds for several years to fund potential improvements, knowing that our future growth and improvement would require significant investments in process and equipment changes, and training.

FISCAL IMPACT: None.

RECOMMENDATION: None, information only.

ADDITIONAL MATERIAL: Presentation to be provided at Study Session

Attached: No

**Board Meeting Agenda
February 21, 2012**

Topic: Potential Re-Purposing of Hyatt Elementary School

Presented by: Judi Paredes, Assistant Superintendent Instructional Services
William Ermert, Ed.D., Assistant Superintendent Instructional Services
Michael Fine, Deputy Superintendent Business Services
Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Responsible
Cabinet Member: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Type of Item: Board Study Session

Short Description: Staff will present information about the factors which suggest the possible re-purposing of Hyatt Elementary School.

DESCRIPTION OF AGENDA ITEM:

Staff will present the instructional issues and financial implications concerning the potential re-purposing of Hyatt Elementary School. The basic proposal is to convert Hyatt Elementary School into a STEM academy to allow for expansion of the program. Should the Board of Education support further study of the subject, a transitional process and school attendance area adjustment scenarios will need to be developed and explored.

FISCAL IMPACT: To be determined

RECOMMENDATION: It is recommended that the Board of Education review and discuss the presentation and provide staff with guidance in terms of actions to be undertaken.

ADDITIONAL MATERIAL: No.

UNOFFICIAL

This is an uncorrected copy of Board Minutes. The Minutes do not become official until they are approved by the Board at the next meeting.

**RIVERSIDE UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION
MONDAY, FEBRUARY 6, 2012
BOARD ROOM
6735 MAGNOLIA AVENUE, RIVERSIDE, CALIFORNIA**

CALL THE MEETING TO ORDER

Mrs. Cloud, Board President, called the meeting to order at 3:30 p.m.

MEMBERS PRESENT

Mrs. Gayle Cloud, President; Dr. Charles L. Beaty, Vice President; Mrs. Kathy Y. Allavie Clerk; Mr. Tom Hunt, Member; and Mrs. Patricia Lock-Dawson, Member.

Also present were District Superintendent, Dr. Rick L. Miller, members of the staff, and other interested citizens.

STUDY SESSION

Nutrition Services Update – Part 1 – Where We Have Come

Mr. Michael Fine, Deputy Superintendent, Business Services and Governmental Relations, and Mr. Rodney Taylor, Director, Nutrition Services, discussed the achievements that have been made from 2002 - 2012, highlighting the Fresh Farm to School Salad Bar Program, menu and product changes, participation growth, and financial and operational statistics.

PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

The Board adjourned to Closed Session at 4:33 p.m.

CLOSED SESSION

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6
 District Representative: Rick L. Miller, Ph.D., District Superintendent
 Employee Organizations: Riverside City Teachers Association
 California School Employees Association
3. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6
 Title: Assistant Superintendent for Human Resources and High School Principal

RECONVENE OPEN SESSION

The Board reconvened in Open Session at 5:30 p.m. Mrs. Cloud announced that the following action was taken in Closed Session: It was moved by Mr. Hunt and seconded by Mrs. Allavie and unanimously approved by members present to appoint Mrs. Susan Mills as Assistant Superintendent, Human Resources, and Mrs. Jamie Angulo, as Principal, Ramona High School.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag was led by Hannah Terao, 5th grade Hyatt Elementary School student.

GROUP PERFORMANCE

The University Heights Middle School Band performed for the Board of Education.

ORGANIZATIONAL MEETING

RECESS PUBLIC SESSION

CONVENE THE BOARD OF DIRECTORS OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT SCHOOL FINANCING AUTHORITY MEETING

1. Call to Order.
2. Report on Number of Directors Present in Order to Determine the Existence of a Quorum.
All Board of Directors present.
3. Reading Notice of the Meeting and Proof of the Delivery or Mailing Thereof.
4. Presentation of Proposed Bylaws.
5. Consider Adoption of Resolution No. 2011/12-1 Approving Bylaws, Determining Dates, Time, and Place of Regular Meetings of the Board of Directors, and Appointing Officers and Legal Advisor.

The item was moved by Mr. Hunt and seconded by Dr. Beaty and unanimously approved by members present.

ADJOURN THE BOARD OF DIRECTORS OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT SCHOOL FINANCING AUTHORITY ORGANIZATIONAL MEETING

RECONVENE PUBLIC SESSION OF REGULAR MEETING

SECTION A– PRESENTATIONS

- A.1 Reports by Arlington, Martin Luther King, and Abraham Lincoln High Schools
- A.2 Riverside Council PTA Presentation by Marilyn Orens, President
- A.3 CSEA Presentation by Mickey McDonald, 3rd Vice President, Riverside Unified School District, Chapter #506
- A.4 RCTA Presentation by Tim Martin, President, Riverside City Teachers Association
- A.5 RASM Presentation by Lynn McCown, President, Riverside Association of School Managers Riverside Unified School District
- A.6 Presentation of the Riverside County Office of Education’s Academic/Athletic Team Award to the John W. North High School Girls’ Tennis Team
- A.7 Scheduled Communications

There were no requests to speak to the Board of Education.

SECTION B – SUBCOMMITTEE REPORTS

B.1 Board Instruction Subcommittee Report

The Board of Education received a report from Mrs. Allavie on behalf of the Board Instruction Subcommittee.

B.2 Board Communications Subcommittee Report

The Board of Education received a report from Mrs. Allavie on behalf of the Board Communications Subcommittee.

B.3 Board Operations Subcommittee Report

The Board of Education received a report from Mr. Hunt on behalf of the Board Operations Subcommittee.

SECTION C – CONSENT

Approval of the Consent Calendar was moved by Mr. Hunt and seconded by Dr. Beaty and unanimously approved by members present, with the exception of Items C.8 and C.9 which were pulled from the agenda and will be taken to the Board Operations Subcommittee first and then will be brought back at a future Board meeting. Items in the Consent Calendar have been published with the agenda and copies are on file in the District administrative offices.

SECTION D – REPORT/DISCUSSION

D.1 Governor’s Budget Proposals for 2012-13

Mr. Fine reviewed a PowerPoint presentation and provided three revised slides (12R, 17R, and 20R) on the Governor’s Budget Proposals for 2012-13, and discussed the potential impacts on Riverside Unified School District.

The Board took a recess from 7:52 to 8:04 p.m.

D.2 High School Graduation Requirements

Dr. Bill Ermert, Assistant Superintendent, Instructional Services, introduced Mrs. Tamara Kerr, High School Task Force Chairperson, who reviewed a PowerPoint presenting the proposal to change the graduation requirements to include three courses in two subject areas from the following: Visual and Performing Arts, Foreign Language, or Career Technical Education. This would be effective for incoming 9th grade students in the fall of 2012.

SECTION E – ACTION

E.1 Evaluating and Establishing Districting Criteria Related to the California and Federal Voting Rights Acts

Mr. Fine noted that the Board of Education is being asked to evaluate and establish districting criteria to be used by staff in performing analysis related to whether or not the need exists to consider the establishment of trustee areas for Governing Board elections pursuant to the provisions of California Education Code Sections 5019 et seq.

The Board members provided input to Mr. Fine indicating that they were interested in staff including the Local Preference Criteria in the following order: Items 4 and 7 would be given highest priority and 5 and 8 lowest priority, the other preference criteria would fall in between.

E.2 Establishment of Tie-Breaking and Skipping Criteria

Mr. Fine stated that Board approval was being requested for 1) tie-breaking criteria pursuant to Education Code Section 44955(b), and 2) retention of certificated employees who possess special training or experience (skipping criteria) pursuant to Education Code Section 44955(d).

The item was moved by Dr. Beaty and seconded by Mrs. Allavie and passed by a 4 to 1 vote with Mr. Hunt dissenting.

E.3 New Career Technical Education (CTE) Course Proposal: “Advanced Digital Video Production”

Mr. Wade Coe, Principal, Riverside Polytechnic High School, introduced Mr. John Enyeart, teacher, Riverside Polytechnic High School, who reviewed the new CTE course entitled “Advanced Digital Video Production” that was being submitted for the Board’s approval.

The item was moved by Dr. Beaty and seconded by Mr. Hunt and unanimously approved by members present.

SECTION F – UNSCHEDULED COMMUNICATIONS

The following individuals spoke to the Board of Education regarding their concerns related to Special Education: Ms. Eve Belinsky, Mr. Jeff and Mrs. Nancie Johnson, and Mr. James and Mrs. Theresa Filakousky.

Mr. Allen Osborn, Special Education teacher, spoke to the Board members regarding his concerns related to the budget and Special Education.

SECTION G – CONCLUSION**G.1 Board Members’ Comments**

Mrs. Lock-Dawson and Mrs. Allavie had no comments.

Mr. Hunt voiced his concern with the length of time that one of the parents has been working on their concerns with Special Education staff, and he requested that Dr. Miller and Mr. Walker follow up with the parents. Mrs. Cloud said that staff has been directed to follow up with the parents.

Dr. Beaty discussed the Boys’ and Girls’ Middle School Basketball Tournament that was held on January 21 and 28. He mentioned an interview that he participated in with Police Area Commander Chris Manning at the request of three Ramona High School students for their History Day project. The project was regarding an incident that happened in 1975 concerning racial profiling in Casa Blanca. He said the students won a blue ribbon and also the Mission Inn Foundation award for local history.

Mrs. Cloud said that History Day was pretty exciting, and she is looking forward to State History Day being in California this year. Mrs. Cloud thanked Dr. Miller for including the book on “A Practical Guide to Effective School Board Meetings” in the Board packets.

G.2 Superintendent's Announcements

Dr. Miller reported that staff has almost completed the Principals' Summits. He discussed a panel discussion that he participated in at Stanford University at the PACE Conference. In closing, he discussed the Mayor's State of the City Address that was held on January 19.

G.3 Next Board Meeting: February 21, 2012

ADJOURNMENT

Mrs. Cloud adjourned the Public Session at 10:52 p.m., in memory of Arturo Rios Hernandez, retired head custodian who served 25 years in RUSD; Robert Lee Wilson a former RUSD employee; Vernon Berg who worked for RUSD after his retirement from the U.S. Air Force; and Gwendolyn Silvas, cafeteria supervisor at University Heights Middle School, who worked for the District for 13 years.

Kathy Allavie
Clerk
Board of Education



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda February 21, 2012

Topic: Certification of Signatures Update

Presented by: Rick Miller, Ph.D., District Superintendent

Responsible
Cabinet Member: Rick Miller, Ph.D., District Superintendent

Type of Item: Consent

Short Description: An update has been made to the Certification of Signatures and requires Board of Education approval.

DESCRIPTION OF AGENDA ITEM:

Each year, the Riverside County Office of Education requires that the District submit names and signatures of personnel authorized to sign orders drawn on the funds of the school District and to sign notices of employment. The Certification of Signatures was approved by the Board at the December 5, 2011, Board of Education Annual Organizational meeting. One name needs to be added to the list: Susan Mills, Assistant Superintendent, Human Resources, who was appointment to the position effective February 6, 2012.

FISCAL IMPACT: None

RECOMMENDATION: That the Board of Education approve the individual that has been added to the Certification of Signatures.

ADDITIONAL MATERIAL: Form 3350

Attached: Yes



Division of Administration and Business Services
 District Fiscal Services

County Use Only:
 Date Received: _____
 Approved By: _____

Certification of Signatures

District: _____

Date of Meeting: _____

Please Check: **Newly Elected Governing Board** **Addition in Column(s)** _____ **Replacement in Column(s)** _____

Column I	Column II	Column III
<i>Signatures of Members of the Governing Board</i>	<i>Signatures of Personnel Authorized to Sign Warrant Orders and Orders for Salary Payments*</i>	<i>Signatures of Personnel Authorized to Sign Notices of Employment</i>
_____ President of the Board	_____	_____
_____ Clerk or Vice President of the Board	_____	_____
_____ Member of the Board	_____	_____
_____ Member of the Board	_____	_____
_____ Member of the Board	_____	_____

**If the board has given special instructions for signing Warrant Orders, Orders for Salary Payment, or Notices of Employment, please attach a copy of the resolution to this form.*

Number of signatures district requires for: **Orders of Salary Payments :** _____ **“B” Warrant Orders:** _____

I, _____, Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures.

Signature: _____

**Board Meeting Agenda
February 21, 2012**

Topic: Restoration of Furlough Days and Related Salary Adjustments for the Superintendent, Deputy and Assistant Superintendents, and Board Members

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Board approval is sought to restore furlough days and related salary adjustments for the Superintendent, Deputy and Assistant Superintendents, and Board Members.

DESCRIPTION OF AGENDA ITEM:

On February 16, 2010, the Board of Education approved five furlough days for employees represented by the Professional Relations Committee. Those furlough days remained in place until changed. On November 14, 2011, the Board of Education approved the restoration of five furlough days for employees represented by the Professional Relations Committee, effective July 1, 2012. For employees represented by the Riverside City Teachers Association or California School Employees Association, the provision for five furlough days automatically expire on June 30, 2012.

Employees covered by individual employment agreements are not represented by the any of the groups noted above. On December 6, 2010, the Board of Education approved seven furlough days for the Deputy Superintendent and Assistant Superintendents. On July 12, 2010, the Board of Education approved a change in work year equivalent to seven furlough days for the Superintendent. On September 20, 2010, the Board of Education approved a decrease of 3.0% to their own compensation arrangements which was commensurate with what other employee groups agreed to through the furlough days.

Effective July 1, 2012, the seven furlough days established in 2010 for the Superintendent, Deputy and Assistant Superintendents, and the 3.0% compensation adjustment for the Board of Education shall be restored consistent with the automatic provisions or previous action to restore such adjustments for all other employees.

FISCAL IMPACT: The fiscal impact is \$51,479 annually and was incorporated into the District's multi-year financial projections at First Period Interim Financial Report in December.

RECOMMENDATION: It is recommended that the Board of Education approve the restoration of furlough days and related salary adjustments for the Superintendent, Deputy and Assistant Superintendents and Board Members.

ADDITIONAL MATERIAL: None

Attached: N/A

**Board Meeting Agenda
February 21, 2012**

Topic: Approval of Employment Contract – Assistant Superintendent, Human Resources

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: The Board of Education will consider the approval of an employment contract for Susan J. Mills as Assistant Superintendent, Human Resources.

DESCRIPTION OF AGENDA ITEM:

On February 6, 2012, the Board of Education approved the appointment of Susan J. Mills to fill the vacant position of Assistant Superintendent, Human Resources. This position is governed by an employment agreement which now requires the Board of Education’s consideration and approval.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the employment contract for Susan J. Mills, Assistant Superintendent, Human Resources.

ADDITIONAL MATERIAL: None

Attached: None

**Board Meeting Agenda
February 21, 2012**

Topic: Acceptance of Gifts and Donations to the District

Presented by: Donna Manson, Account Clerk, Business Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.

DESCRIPTION OF AGENDA ITEM:

The District has received the following gifts and donations:

- Alcott Elementary School received \$1,310.00 from their Parent Teacher Association for The Alley Cats to perform for their students.
- Bryant Elementary School received the following:
 - \$1,400.00 from The Smith Family Trust
 - \$606.00 from retired teacher Carol Ray for books
- Castle View Elementary School received \$800.00 from Riverside Optimist Club.
- Emerson Elementary School received the following:
 - \$2,500.00 from their Parent Teacher Association for books and technology
 - \$750.00 from Brava for bussing to the Nutcracker performance
 - Backpacks with supplies from Riverside Optimist valued at \$350.00
- Fremont Elementary School received \$280.00 from Community Book Club for books for their Accelerated Reader Program.

- Hawthorne Elementary School received a toy for every student from Fritts Ford valued at \$9,500.00.
- Abraham Lincoln High School received 30 computers from Technology Training Foundation of America valued at \$4,500.00.
- Matthew Gage Middle School received sets of rocks and minerals along with rock and mineral books and supplies from Mathew E. Webb valued at \$281.50.
- John W. North High School received the following for their Baseball Program:
 - \$200.00 from Arthur & Kathy Madril
 - \$200.00 from Donna Ashmore
- John W. North High School received the following for their Basketball Program:
 - \$100.00 from Henry & Sophia Bonner
 - \$300.00 from Tire's Warehouse
- John W. North High School received the following from The Curtis W. McGraw Foundation:
 - \$5,000.00 for their Track Team
 - \$2,000.00 for the Girls' Basketball Team
 - \$2,000.00 for the Boys' Basketball Team
 - \$14,000.00 for school activities
- John W. North High School received the following:
 - \$450.00 from Riverside Ballet for Harlequins
 - \$250.00 from Phillip and Theresa Savage for Boys' Water Polo
 - \$150.00 from JL Custom Jackets for Wrestling
 - \$100.00 from Riverside Dickens Festival for the Drama club
 - \$500.00 from David R Williams & Susan Preston-Martin
- Mark Twain Elementary School received \$1,961.50 from Box Top of Education.
- University Middle School received the following toward the purchase of a samurai suit of armor:
 - \$100.00 from ISCA Technologies
 - \$100.00 from LSA Associates, Inc.
- Victoria Elementary School received the following:
 - \$300.00 from Walters' Mercedes Benz for individual water pouches for class room disaster kits
 - \$700.00 from Target-Scholarship America for field trip funding

Values are set by donor, and the District has not conducted any independent assessment as to the actual value of the gifted donated item. Inclusion of the value on this report is for information only and does not represent an affirmation of the value.

FISCAL IMPACT: \$50,689.00

RECOMMENDATION: It is recommended that the Board of Education accept the above gifts and donations.

ADDITIONAL MATERIAL: None

**Board Meeting Agenda
February 21, 2012**

Topic: Warrant List No.12

Presented by: Rita Paris, Account Clerk, Business Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.

DESCRIPTION OF AGENDA ITEM:

B-Warrants in excess of \$2,000 issued since last period. Invoices for the claims have been checked and audited by the Business Office. Warrants for the claims have been prepared.

FISCAL IMPACT: \$3,157,258.43

RECOMMENDATION: It is recommended that the Board approve the warrants.

ADDITIONAL MATERIAL: Warrant List No. 12

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
Commercial Warrant Listing 2011 - 2012

February 21 2012

B-Warrants In Excess of \$2,000.00 Issued Since Last Period

Claim	Date	Fund	Warrant	Vendor Name	Claim Amount
<u>GENERAL FUND UNRESTRICTED 03</u>					
190738	01/17/2012	03	14160395	WESTERN MUNICIPAL WATER DISTRICT	\$4,997.09
190770	01/17/2012	03	14160426	XPEDX, AN INTERNATIONAL PAPER COMPANY	\$2,825.74
190778	01/17/2012	03	14160434	XEROX CORPORATION	\$2,007.07
190812	01/18/2012	03	14161585	COPYLITE INC	\$8,197.55
190819	01/18/2012	03	14161592	INFOSEC INSTITUTE	\$2,450.00
190837	01/18/2012	03	14161610	ATKINSON, ANDELSON, LOYA, RUUD &	\$2,487.50
190842	01/18/2012	03	14161615	RIVERSIDE, CITY OF	\$4,435.20
190843	01/18/2012	03	14161616	RIVERSIDE, CITY OF	\$6,216.76
190845	01/18/2012	03	14161618	RIVERSIDE, CITY OF	\$4,435.20
190872	01/18/2012	03	14161645	PRECISION DATA PRODUCTS	\$2,118.52
190883	01/19/2012	03	14162522	WAXIE SANITARY SUPPLY	\$9,174.84
190886	01/19/2012	03	14162525	ULTIMATE IMAGING PRODUCTS, LLC	\$2,735.13
190984	01/20/2012	03	14164150	AREY JONES EDUCATIONAL SOLUTIONS	\$8,705.57
190989	01/20/2012	03	14164155	APPLE COMPUTER INC-AUSTIN	\$3,026.24
190998	01/20/2012	03	14164164	JKEAA MUSIC SERVICES, LLC	\$5,676.98
191017	01/20/2012	03	14164183	STATE BOARD OF EQUALIZATION	\$7,251.00
191018	01/20/2012	03	14164184	STATE BOARD OF EQUALIZATION	\$8,768.00
191046	01/23/2012	03	14165563	CANON BUSINESS SOLUTIONS, INC., WEST	\$2,715.31
191054	01/23/2012	03	14165571	CANON BUSINESS SOLUTIONS, INC., WEST	\$4,655.00
191074	01/23/2012	03	14165591	PEDERSEN, PHD, JOHN E.	\$4,000.00
191083	01/23/2012	03	14165600	STEVE WEISS MUSIC	\$3,217.57
191143	01/23/2012	03	14165660	RIVERSIDE, CITY OF	\$2,772.00
191171	01/24/2012	03	14166271	SKYLINE ENGINEERING	\$2,010.45
191181	01/24/2012	03	14166281	UNIFIED PACKAGING, INC.	\$2,205.32
191197	01/25/2012	03	14167836	VIVIANA PEREZ	\$2,600.00
191199	01/25/2012	03	14167838	CLAUDIA GARCIA HERRERA	\$2,600.00
191203	01/25/2012	03	14167842	WHEELER, ARTICIA REED	\$2,600.00
191204	01/25/2012	03	14167843	IMAGING PLUS	\$2,785.24
191206	01/25/2012	03	14167845	MCCORMACK, KRISTI ANA	\$2,600.00
191207	01/25/2012	03	14167846	GILL, MELISSA SUE	\$2,600.00
191208	01/25/2012	03	14167847	LOPEZ, VANESSA	\$2,600.00
191209	01/25/2012	03	14167848	MCCABE, JAYME LYN	\$2,600.00
191210	01/25/2012	03	14167849	RAMIREZ, CHRISTINA M	\$2,600.00

191211	01/25/2012	03	14167850	KITAGAWA, KRISTIN	\$2,600.00
191212	01/25/2012	03	14167851	STAMEN, TERI A.	\$2,600.00
191213	01/25/2012	03	14167852	EVERETT, MARY LEIGH	\$2,600.00
191214	01/25/2012	03	14167853	IRVIN, LAURIE JENA	\$2,600.00
191215	01/25/2012	03	14167854	MARQUEZ, KARINA DEANDA	\$2,600.00
191216	01/25/2012	03	14167855	HOBBS, AMANDA MARIE	\$2,600.00
191217	01/25/2012	03	14167856	SHIVA SALEHPOUR	\$2,600.00
191218	01/25/2012	03	14167857	KLEVEN, DEBORA LYNN	\$2,600.00
191219	01/25/2012	03	14167858	MARSH, BRANDI L	\$2,600.00
191220	01/25/2012	03	14167859	MCCANN, KRISTINA D	\$2,600.00
191221	01/25/2012	03	14167860	VILLASENOR, SANDRA	\$2,600.00
191222	01/25/2012	03	14167861	BEST, BEST, & KRIEGER, LLP	\$2,851.60
191223	01/25/2012	03	14167862	STOKES, MARISOL M.	\$2,600.00
191224	01/25/2012	03	14167863	GARCIA, ALICIA M	\$2,600.00
191225	01/25/2012	03	14167864	JIMENEZ, JOANNA	\$2,600.00
191226	01/25/2012	03	14167865	BUSHMAN, NATALIE A	\$2,600.00
191227	01/25/2012	03	14167866	OLEA, HEATHER ANN	\$2,600.00
191228	01/25/2012	03	14167867	DAVIS, NATALIE ANN	\$2,600.00
191229	01/25/2012	03	14167868	SANTANA, STEFANIE	\$2,600.00
191230	01/25/2012	03	14167869	SHEPLOR, CRYSTAL A	\$2,600.00
191231	01/25/2012	03	14167870	LENEW, CHRISTINA D.	\$2,600.00
191232	01/25/2012	03	14167871	HOY, JASON JOEPETER	\$2,600.00
191233	01/25/2012	03	14167872	POTWARDOWSKI, RANDI L	\$2,600.00
191234	01/25/2012	03	14167873	AGUILAR, DIANA M.	\$2,600.00
191235	01/25/2012	03	14167874	O'REILLY, SUSAN M	\$2,600.00
191263	01/25/2012	03	14167902	CDW-G	\$17,625.57
191270	01/25/2012	03	14167909	EBSCO	\$3,096.10
191275	01/25/2012	03	14167914	RIVERSIDE, CITY OF	\$3,696.00
191312	01/26/2012	03	14168604	ATKINSON, ANDELSON, LOYA, RUUD &	\$11,888.12
191335	01/26/2012	03	14168627	AGUA MANSA MRF, LLC	\$7,047.62
191339	01/27/2012	03	14169241	WESTERN MUNICIPAL WATER DISTRICT	\$4,887.54

TOTAL FOR FUND 03 \$244,161.83

GENERAL FUND RESTRICTED 06

190816	01/18/2012	06	14161589	BRAIN HURRICANE, LLC	\$2,499.00
190838	01/18/2012	06	14161611	RIVERSIDE ARTS COUNCIL	\$7,441.71
190876	01/18/2012	06	14161649	BLIND CHILDREN'S LEARNING CENTER	\$2,159.00
190893	01/19/2012	06	14162532	STATE BOARD OF EQUALIZATION	\$2,200.00
190907	01/19/2012	06	14162546	SPINITAR	\$2,430.15
190923	01/19/2012	06	14162562	ADAMS ESQ. A PROFESSIONAL CORPORATIOI	\$7,000.00

190973	01/20/2012	06	14164139	APPLE COMPUTER INC-AUSTIN	\$31,026.62
190986	01/20/2012	06	14164152	AREY JONES EDUCATIONAL SOLUTIONS	\$9,508.57
190990	01/20/2012	06	14164156	AREY JONES EDUCATIONAL SOLUTIONS	\$6,332.60
190994	01/20/2012	06	14164160	AREY JONES EDUCATIONAL SOLUTIONS	\$7,212.69
191016	01/20/2012	06	14164182	TEACHERSTREAM, LLC.	\$16,667.00
191026	01/20/2012	06	14164192	MIND STREAMS, LLC	\$26,659.02
191027	01/20/2012	06	14164193	DOCTRINA TUTORING	\$4,455.00
191028	01/20/2012	06	14164194	DOCTRINA TUTORING	\$5,940.00
191029	01/20/2012	06	14164195	BROWN, JOYCE V.	\$3,823.94
191045	01/23/2012	06	14165562	NATIONAL SEATING & MOBILITY	\$3,010.54
191048	01/23/2012	06	14165565	APPLE COMPUTER INC-AUSTIN	\$6,214.98
191049	01/23/2012	06	14165566	APPLE COMPUTER INC-AUSTIN	\$19,458.45
191050	01/23/2012	06	14165567	APPLE COMPUTER INC-AUSTIN	\$6,102.46
191051	01/23/2012	06	14165568	APPLE COMPUTER INC-AUSTIN	\$2,478.20
191057	01/23/2012	06	14165574	APPLE VALLEY COMMUNICATIONS, INC.	\$2,451.54
191061	01/23/2012	06	14165578	CATAPULT LEARNING WEST, LLC	\$27,027.63
191069	01/23/2012	06	14165586	ALTERNATIVES UNLIMITED, INC.	\$24,086.78
191072	01/23/2012	06	14165589	STUDENT TRANSPORTATION OF AMERICA	\$24,431.31
191092	01/23/2012	06	14165609	HMC ARCHITECTS	\$24,115.78
191137	01/23/2012	06	14165654	SOCO GROUP, INC.	\$13,015.61
191173	01/24/2012	06	14166273	STUDENTNEST.COM	\$2,986.78
191175	01/24/2012	06	14166275	MILESTONES FAMILY LEARNING CENTER	\$3,075.00
191177	01/24/2012	06	14166277	TURNAROUND CONSULTING LLC	\$2,765.00
191180	01/24/2012	06	14166280	ACADEMIC TUTORING SERVICES, INC.	\$17,789.25
191183	01/24/2012	06	14166283	ACADEMIC TUTORING SERVICES, INC.	\$21,885.59
191250	01/25/2012	06	14167889	ACCUVANT, INC.	\$3,070.65
191251	01/25/2012	06	14167890	ACCUVANT, INC.	\$4,962.88
191258	01/25/2012	06	14167897	CCS PRESENTATION SYS	\$3,905.94
191259	01/25/2012	06	14167898	DAVIS, PENNY G.	\$2,110.00
191293	01/25/2012	06	14167932	HARRIS, DENNIS L.	\$3,066.67
191294	01/25/2012	06	14167933	PRINCETON TECHNOLOGY, INC	\$4,988.83
191301	01/26/2012	06	14168593	MIND STREAMS, LLC	\$2,380.00
191337	01/26/2012	06	14168629	AMBERWICK CORPORATION	\$7,953.48

TOTAL FOR FUND 06 \$368,688.65

ADULT EDUCATION FUND 11

190830	01/18/2012	11	14161603	LOGICAL CHOICE TECHNOLOGIES	\$6,766.96
190993	01/20/2012	11	14164159	AREY JONES EDUCATIONAL SOLUTIONS	\$6,552.74
191282	01/25/2012	11	14167921	BEN'S ASPHALT, INC.	\$14,544.10

TOTAL FOR FUND 11 \$27,863.80

CAFETERIA SPECIAL REVENUE FUND 13

190910	01/19/2012	13	14162549	ASR FOOD DISTRIBUTORS, INC.	\$8,941.67
190919	01/19/2012	13	14162558	HOLLANDIA DAIRY	\$47,765.28
190921	01/19/2012	13	14162560	GOLD STAR FOODS, INC.	\$15,130.60
190925	01/19/2012	13	14162564	GOLD STAR FOODS, INC.	\$12,237.45
190936	01/19/2012	13	14162575	GOLD STAR FOODS, INC.	\$17,967.78
190944	01/19/2012	13	14162583	GOLD STAR FOODS, INC.	\$14,108.94
190955	01/20/2012	13	14164121	GOLD STAR FOODS, INC.	\$4,629.81
190958	01/20/2012	13	14164124	GOLD STAR FOODS, INC.	\$5,641.66
190959	01/20/2012	13	14164125	GOLD STAR FOODS, INC.	\$4,348.30
190961	01/20/2012	13	14164127	AMERICAN PAPER AND PLASTICS, INC.	\$5,561.07
190962	01/20/2012	13	14164128	AMERICAN TEX-CHEM CORP.	\$3,337.92
190964	01/20/2012	13	14164130	DOUG POWELL	\$7,798.00
190965	01/20/2012	13	14164131	FRESH START BAKERIES NORTH AMERICA	\$4,788.80
190966	01/20/2012	13	14164132	KNIGHT, ROBERT C.	\$3,112.00
190967	01/20/2012	13	14164133	PCS REVENUE CONTROL SYSTEMS INC	\$79,153.00
190969	01/20/2012	13	14164135	PLASTIC PACKAGE INC.	\$2,742.66
190981	01/20/2012	13	14164147	US FOODSERVICE, INC. - JOSEPH WEBB	\$4,714.98
191098	01/23/2012	13	14165615	DOUG POWELL	\$4,356.00
191103	01/23/2012	13	14165620	KNIGHT, ROBERT C.	\$3,267.00
191105	01/23/2012	13	14165622	P & R PAPER SUPPLY	\$11,788.42
191107	01/23/2012	13	14165624	REDLANDS FORD	\$43,671.43
191110	01/23/2012	13	14165627	REDLANDS FORD	\$43,671.43
191113	01/23/2012	13	14165630	SYSCO LOS ANGELES, INC.	\$2,694.40
191236	01/25/2012	13	14167875	AMERICAN PAPER AND PLASTICS, INC.	\$3,877.96
191242	01/25/2012	13	14167881	GOLD STAR FOODS, INC.	\$13,249.97
191243	01/25/2012	13	14167882	GOLD STAR FOODS, INC.	\$31,274.36
191244	01/25/2012	13	14167883	GOLD STAR FOODS, INC.	\$6,919.32
191245	01/25/2012	13	14167884	GOLD STAR FOODS, INC.	\$24,662.85
191246	01/25/2012	13	14167885	GOLD STAR FOODS, INC.	\$8,858.07
191247	01/25/2012	13	14167886	P & R PAPER SUPPLY	\$7,984.74
191248	01/25/2012	13	14167887	SYSCO LOS ANGELES, INC.	\$5,064.80
191249	01/25/2012	13	14167888	SYSCO LOS ANGELES, INC.	\$5,315.34
191347	01/27/2012	13	14169249	DEMATTEO'S PIZZA	\$4,812.00
191355	01/27/2012	13	14169257	DEMATTEO'S PIZZA	\$5,359.00
191356	01/27/2012	13	14169258	DOUG POWELL	\$3,296.00
191360	01/27/2012	13	14169262	HOLLANDIA DAIRY	\$38,005.81
191361	01/27/2012	13	14169263	KNIGHT, ROBERT C.	\$2,646.00
191365	01/27/2012	13	14169267	P & R PAPER SUPPLY	\$10,943.65

191369	01/27/2012	13	14169271	SYSCO LOS ANGELES, INC.	\$4,264.67	
					TOTAL FOR FUND 13	\$527,963.14
<u>DEFERRED MAINTENANCE FUND 14</u>						
191281	01/25/2012	14	14167920	BEN'S ASPHALT, INC.	\$2,260.00	
					TOTAL FOR FUND 14	\$2,260.00
<u>BUILDING FUND 21</u>						
190803	01/18/2012	21	14161576	CORNERSTONE CONCRETE & CONST. INC.	\$5,400.00	
190806	01/18/2012	21	14161579	IAN DAVIDSON LANDSCAPE ARCHITECTS	\$2,957.00	
190846	01/18/2012	21	14161619	NATURE-TECH LANDSCAPING	\$14,338.14	
190929	01/19/2012	21	14162568	J. GLENNA CONSTRUCTION INC.	\$2,891.25	
190931	01/19/2012	21	14162570	J. GLENNA CONSTRUCTION INC.	\$8,901.00	
190933	01/19/2012	21	14162572	HAMEL CONTRACTING, INC.	\$16,347.26	
191101	01/23/2012	21	14165618	HMC ARCHITECTS	\$16,086.70	
191104	01/23/2012	21	14165621	HMC ARCHITECTS	\$9,911.24	
191106	01/23/2012	21	14165623	ADVOCATES FOR LABOR COMPLIANCE, LLC	\$3,187.50	
191121	01/23/2012	21	14165638	COLBI TECHNOLOGIES, INC.	\$6,000.00	
191168	01/24/2012	21	14166268	SIEMENS INDUSTRY, INC.	\$3,783.57	
191179	01/24/2012	21	14166279	SIEMENS INDUSTRY, INC.	\$2,839.97	
191184	01/24/2012	21	14166284	SLR CIVIL ENGINEERING, INC.	\$6,150.00	
191297	01/25/2012	21	14167936	CALTEC CORP.	\$13,349.23	
191326	01/26/2012	21	14168618	NATURE-TECH LANDSCAPING	\$16,764.00	
191330	01/26/2012	21	14168622	ENVIRONMENTAL CONSTRUCTION, INC.	\$12,000.00	
					TOTAL FOR FUND 21	\$140,906.86
<u>CAPITAL FACILITIES FUND 25</u>						
190938	01/19/2012	25	14162577	BLX GROUP	\$2,250.00	
191272	01/25/2012	25	14167911	DAVIS DEMOGRAPHICS & PLANNING	\$2,963.13	
191286	01/25/2012	25	14167925	DAVID TAUSSIG AND ASSOCIATES, INC.	\$32,688.80	
191333	01/26/2012	25	14168625	GORE, MARY P.	\$9,763.70	
					TOTAL FOR FUND 25	\$47,665.63
<u>SPECIAL RESERVE FUND FOR CAPITAL C</u>						
190932	01/19/2012	40	14162571	HAMEL CONTRACTING, INC.	\$98,802.00	
191079	01/23/2012	40	14165596	RIVER CITY TESTING	\$9,458.54	
191128	01/23/2012	40	14165645	LEIGHTON CONSULTING, INC	\$3,500.00	
191165	01/24/2012	40	14166265	ROADWAY ENGINEERING & CONTRACTING	\$17,309.36	
					TOTAL FOR FUND 40	\$129,069.90
<u>DEBT SERVICE FUND 56</u>						
191176	01/24/2012	56	14166276	U.S. BANK	\$182,168.76	
					TOTAL FOR FUND 56	\$182,168.76
<u>SELF-INSURANCE FUND 67</u>						

190743	01/17/2012	67	14160400	SCHOOLS EXCESS LIABILITY FUND	\$101,768.00
190776	01/17/2012	67	14160432	YORK RISK SERVICES GROUP, INC.	\$72,562.00
190833	01/18/2012	67	14161606	UNION BANK OF CALIFORNIA	\$288,449.09
190863	01/18/2012	67	14161636	RUSD WORKER'S COMP TRUST	\$46,286.58
190877	01/18/2012	67	14161650	ALLIANCE OF SCHOOLS FOR COOPERATIVE II	\$24,547.00
191163	01/24/2012	67	14166263	UNION BANK OF CALIFORNIA	\$101,586.00
191375	01/27/2012	67	14169277	UNION BANK OF CALIFORNIA	\$182,500.23
TOTAL FOR FUND 67					\$817,698.90

MULTIPLE FUND CODES

190740	01/17/2012		14160397	THE GAS COMPANY	\$26,517.07
190887	01/19/2012		14162526	OFFICE MAX	\$23,013.10
190888	01/19/2012		14162527	OFFICE MAX	\$6,137.37
190889	01/19/2012		14162528	OFFICE MAX	\$2,285.14
191000	01/20/2012		14164166	ALTURA CREDIT UNION	\$13,420.83
191185	01/24/2012		14166285	COMMUNITY CARE LICENSING	\$4,400.00
191303	01/26/2012		14168595	RIVERSIDE, CITY OF	\$342,867.09
191304	01/26/2012		14168596	WAXIE SANITARY SUPPLY	\$11,421.09
191306	01/26/2012		14168598	OFFICE MAX	\$26,991.14
191307	01/26/2012		14168599	OFFICE MAX	\$9,676.76
191308	01/26/2012		14168600	OFFICE MAX	\$5,250.43
191309	01/26/2012		14168601	OFFICE MAX	\$2,973.59
TOTAL FOR VARIOUS FUND CODES					\$474,953.61
TOTAL OF WARRANTS OVER \$2,000.00					\$2,963,401.08
TOTAL OF WARRANTS UNDER \$2,000.00					\$193,857.35
GRAND TOTAL OF WARRANTS					\$3,157,258.43

**Board Meeting Agenda
February 21, 2012**

Topic: Resolution No. 2011/12-43 – Resolution to Appropriate Revenues, Expenditures, and Fund Balance

Presented by: Brenda Hofer, Accountant

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Funds have been received or are anticipated to be received by the school district. Revenue lists are presented to the Board of Education for adoption.

DESCRIPTION OF AGENDA ITEM:

Subsequent to the adoption of the District’s annual budget, the District may receive funds or receive notice of the appropriation of new or additional funds to the District from a variety of federal, state and local sources. California Education Code Section 42602 provides that the governing board of a school district may, by a majority vote of its members, budget and use any unbudgeted income provided during the fiscal year from any source.

Additional funds have been received or are anticipated to be received this fiscal year from a variety of federal, state and local sources. The attached resolution appropriates the revenue and associated expenditures related to these previously unbudgeted funds.

FISCAL IMPACT: \$540,903.52

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2011/12-43– Resolution to Appropriate Revenues, Expenditures, and Fund Balance.

ADDITIONAL MATERIAL: A detailed listing of the new revenues and expenditures is attached to the resolution.

Attached: Yes

Resolution No. 2011/12-43

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE
UNIFIED SCHOOL DISTRICT TO APPROPRIATE REVENUES,
EXPENDITURES, AND FUND BALANCE**

WHEREAS, the Board of Education of the Riverside Unified School District has determined that revenues in the amount of \$540,903.52 have been received or are anticipated to be received in the current fiscal year; and

WHEREAS, the Board of Education of the Riverside Unified School District has determined that expenditures in the amount of \$540,903.52 are necessary in the current fiscal year; and

WHEREAS, such revenues, expenditures and/or fund balance are in excess of amounts previously budgeted;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to California Education Code Section 42602, such revenues, expenditures and/or fund balance shall be appropriated as detailed on the attached listing.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on February 21, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kathy Allavie, Clerk
Board of Education

Dated: _____

Fund	Object	Description	Amount
03	8699	Altura Donation	1,000.00
03	8290	Advanced Placement	96,877.35
03	8290	International Baccalaureate	12,499.56
03	8699	ERATE	231,556.61
03	8980	Even Start	2,724.00
06	8290	Even Start	(2,724.00)
06	8290	Title III Limited English Proficiency	61,119.00
06	8290	Education for Homeless Children & Youth	2,768.00
06	8590	Workability	16,276.00
06	8311	Economic Impact Aid	(623,213.00)
06	8311	Economic Impact Aid Limited English Proficiency	623,213.00
06	8675	Transportation	6,111.00
06	8290	Medi-Cal	105,926.00
06	8699	Maintenance & Operations Miscellaneous Income	370.00
06	8699	Municipal Water Grant	1,400.00
06	8699	Education Initiative Grant	5,000.00
			<u>540,903.52</u>
03	4000	Books and Supplies	232,556.61
03	5000	Services and Other Operating Expenditures	109,376.91
03	9000	Reserve	2,724.00
06	4000	Books and Supplies	198,970.00
06	8000	Interfund Transfers	(2,724.00)
			<u>540,903.52</u>

**Board Meeting Agenda
February 21, 2012**

Topic: Investment Report for Quarter Ending December 31, 2011

Presented by: Sandie Meekins, Director, Business Services

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: A status report on the District's funds and investments may be prepared on a quarterly basis for the Superintendent's and the Board of Education's information.

DESCRIPTION OF AGENDA ITEM:

California Government Code Section 53646 states that funds and investments held by or in trust for the District may be reported to the governing Board on a quarterly basis.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board accept the Investment Report.

ADDITIONAL MATERIAL:

1. Cash and Investments Treasury Report for the Quarter Ending December 31, 2011.
2. The County of Riverside Treasurer's Pooled Investment Fund Monthly Report for December 2011.

Attached: Yes

Fund	Object	Description	Amount
03	8699	Altura Donation	1,000.00
03	8290	Advanced Placement	96,877.35
03	8290	International Baccalaureate	12,499.56
03	8699	ERATE	231,556.61
03	8980	Even Start	2,724.00
06	8290	Even Start	(2,724.00)
06	8290	Title III Limited English Proficiency	61,119.00
06	8290	Education for Homeless Children & Youth	2,768.00
06	8590	Workability	16,276.00
06	8311	Economic Impact Aid	(623,213.00)
06	8311	Economic Impact Aid Limited English Proficiency	623,213.00
06	8675	Transportation	6,111.00
06	8290	Medi-Cal	105,926.00
06	8699	Maintenance & Operations Miscellaneous Income	370.00
06	8699	Municipal Water Grant	1,400.00
06	8699	Education Initiative Grant	5,000.00
			<u>540,903.52</u>
03	4000	Books and Supplies	232,556.61
03	5000	Services and Other Operating Expenditures	109,376.91
03	9000	Reserve	2,724.00
06	4000	Books and Supplies	198,970.00
06	8000	Interfund Transfers	(2,724.00)
			<u>540,903.52</u>

Fund	Object	Description	Amount	BR #	FD	Loc	Res	PY	Goal	Func	Obj
May need to use Loc, PY, Goal and Function for income also											
03	8699	Altura Donation	1,000.00		03	620	0192	0	0200	7200	4300
03	8290	Advanced Placement	96,877.35		03	610	0290	0	1695	3160	5800
03	8290	International Baccalaureate	12,499.56		03	610	0290	0	1697	3160	5800
03	8699	ERATE	231,556.61		03	640	0303	1	0000	7700	4410
03	8980	Even Start	2,724.00		03	000	0000	0	0000	0000	9780
06	8290	Even Start	(2,724.00)		06	136	3105	0	0000	0000	8980
06	8290	Title III Limited English Proficiency	61,119.00		06	677	4203	0	4760	1000	4300
06	8290	Education for Homeless Children & Youth	2,768.00		06	656	5630	0	1110	1000	4300
06	8590	Workability	16,276.00		06	670	6520	2	5770	1111	4300
06	8311	Economic Impact Aid	(623,213.00)		06	677	7090	0	1110	1000	4300
06	8311	Economic Impact Aid Limited English Proficiency	623,213.00		06	677	7091	0	4760	1000	4300
06	8675	Transportation	6,111.00		06	682	7230	0	0000	3600	4300
06	8290	Medi-Cal	105,926.00		06	659	5640	0	0000	3140	4300
06	8699	Maintenance & Operations Miscellaneous Income	370.00		06	690	8150	0	960X	8100	4300
06	8699	Municipal Water Grant	1,400.00		06	310	9004	2	167X	1000	4300
06	8699	Education Initiative Grant	5,000.00		06	656	9034	0	1110	1000	4300
			<u>540,903.52</u>								
03	4000	Books and Supplies	232,556.61								
03	5000	Services and Other Operating Expenditures	109,376.91								
03	9000	Reserve	2,724.00								
06	4000	Books and Supplies	198,970.00								
06	8000	Interfund Transfers	(2,724.00)								
			<u>540,903.52</u>								



County of Riverside

Treasurer's Pooled Investment Fund

All Data as of December 30, 2011

"2011, No Heaven"

Another year has come and gone, and again, it is one for the record books. It has been a tough start so far as we had hoped this new decade would start better than the last; however, there were a few positives to note. We have seen unemployment drop from 9.4% in January to 8.6% in December. Interest rates have remained low and should continue into 2013 according to the FED, providing for lower debt service for individuals, private and public sector alike. Moreover, according to the FED in its Beige Book survey which stated, "The economy expanded at a moderate pace in 11 of 12 districts, led by gains in manufacturing and consumer spending. Overall economic activity increased at a slow to moderate pace since the previous report across all Federal Reserve districts except St. Louis, which reported a decline in economic activity." Rising consumer sentiment was also noted by the FED, which said "household spending has increased at a somewhat faster pace in recent months," and that the committee "continues to expect a moderate pace of economic growth over coming quarters."

2011 was rife with geopolitical, natural and economic turmoil, all of which led to volatility in the financial and commodities markets. It started with the Arab spring, protests and ouster of Egyptian President Hosni Mubarak and Libyan leader Moammar Gaddafi, along with the unrest that has ensued all over the Middle East. It also brought us the horror of the mega-earthquake and subsequent tsunami that struck Japan. In response to this disaster, Riverside County employees raised and generously gave thousands of dollars to the Japan Relief Fund.

Further declines in housing values was evident with the S&P/Case-Shiller index reporting the 20 city home price index dropping to its lowest level in eight years. Nationally, housing prices decreased 5.1% in the first quarter to their lowest level since 2002. Moreover, 6.5 million homes were either late on payments or in foreclosure, which was almost double the amount of homes for sale nationwide. News like this as well as decreasing commercial and industrial property values spurred our County Assessor to report that the assessed valuation

will be reduced by another 1.45% for the current fiscal year, marking the third straight year of declines. Closer to home the State is continuing its efforts to shore up its dismal budget by dissolving local RDAs, which will affect job growth and unemployment here in Riverside County; the county itself continues to struggle with a projected \$80 million budget hole for next fiscal year.

No real shocker, but nonetheless a reality check, was the downgrade of the U.S. government's credit rating by Standard & Poor's; we now rank on par with New Zealand and Belgium, but still above that of China and Japan. Other big news for the year was the Eurozone crisis and the still ongoing risk of a sovereign debt default in one of the troubled "PIIGS" nations - Portugal, Italy, Ireland, Greece and Spain. It has the potential to spread to other countries in Europe and eventually the rest of the world's major economies, sparking a crisis again in the global financial system. Growing concerns continue into 2012 about further conflict in the Middle East, namely Iran, which has the potential to cause disruptions and price increases in the oil markets. Any run-up in prices like that which occurred back in 2008 when crude hit \$147 per barrel would be like an unwelcomed and massive tax increase on the U.S. economy.

We are not out of the storm yet folks, and if the right decisions are not made by our leaders both here and abroad in 2012, this "Perfect Storm" will continue for quite a while longer, affecting our recovery. Last, but certainly not least, it was good to see our brave troops come home from Iraq with their heads held high and their mission accomplished. We appreciate your sacrifice and all that you do in the name of freedom as we know all too well here in the United States, freedom is not free. Best wishes to all in 2012!

Don Kent
Treasurer-Tax Collector

Capital Markets

Don Kent

Treasurer-Tax Collector

Jon Christensen

Asst. Treasurer-Tax Collector

Giovane Pizano

Investment Manager

Angela Tressler

Asst. Investment Manager

Investment Objectives

Safety of Principal

Liquidity

Maximum Rate of Return



Portfolio Statistics

*Market values do not include accrued interest.

	Month End Market Value (\$)*	Month End Book Value (\$)	Paper Gain or Loss (\$)	Paper Gain or Loss (%)	Book Yield (%)	Yrs to Maturity	Modified Duration
December	5,448,105,732.50	5,444,673,580.47	3,432,152.03	0.06	0.53	1.30	1.28
November	5,214,574,812.90	5,211,057,889.81	3,516,923.09	0.07	0.51	1.21	1.19
October	4,861,404,499.89	4,858,096,899.73	3,307,600.15	0.07	0.53	1.29	1.27
September	5,092,773,961.22	5,088,259,549.60	4,514,411.62	0.09	0.55	1.29	1.27
August	5,100,678,315.32	5,093,145,011.06	7,533,304.26	0.15	0.56	1.20	1.18
July	5,000,187,206.27	4,994,922,511.60	5,264,694.67	0.11	0.59	1.25	1.22

The Treasurer's Pooled Investment Fund is comprised of the County, Schools, Special Districts, and other Discretionary Depositors.

RIVERSIDE COUNTY TREASURER'S POOLED INVESTMENT FUND IS CURRENTLY RATED:

Aaa/MR1 BY MOODYS INVESTOR'S SERVICE AND AAA/V1 BY FITCH RATINGS

MARKET *Data*

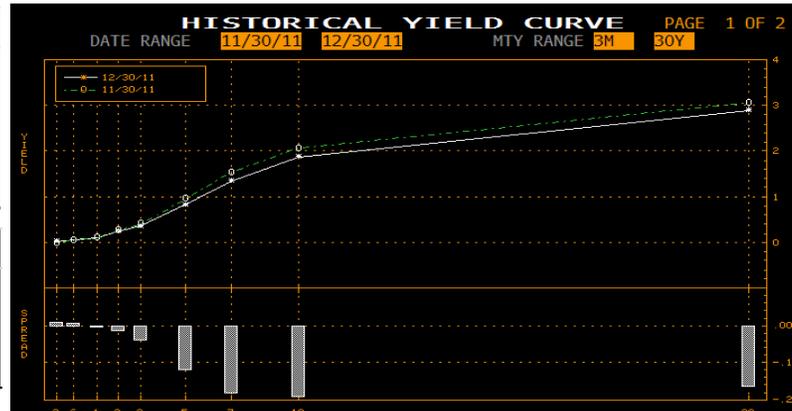
Economic Indicators*				
Released on:	Indicator	Definition	Consensus	Actual
1/6/2012	Nonfarm Payrolls - M/M change	Nonfarm payroll employment counts the number of paid employees working part-time or full-time in the nation's business and government establishments.	150,000	200,000
1/6/2012	Unemployment Rate	The unemployment rate measures the number of unemployed as a percentage of the labor force.	8.7%	8.5%
12/23/2011	Durable Goods Orders - M/M change	Durable goods orders reflect the new orders placed with domestic manufacturers for immediate and future delivery of factory hard goods. Durable goods orders are a leading indicator of industrial production and capital spending.	1.9%	3.8%
12/22/2011	Real Gross Domestic Product - Q/Q change	Gross Domestic Product (GDP) is the broadest measure of aggregate economic activity and encompasses every sector of the economy. GDP is the country's most comprehensive economic scorecard.	2.0%	1.8%
12/27/2011	Consumer Confidence	The Conference Board compiles a survey of consumer attitudes on present economic conditions and expectations of future conditions. Consumer spending drives two-thirds of the economy and if the consumer is not confident, the consumer will not be willing to pull out the big bucks. Consumer spending in turn, affects economic growth.	59.0	64.5
1/4/2012	Factory Orders - M/M change	Factory orders represent the dollar level of new orders for both durable and nondurable goods. All in all, this report tells investors what to expect from the manufacturing sector, a major component of the economy and therefore a major influence on their investments.	2.0%	1.8%
12/16/2011	Consumer Price Index - M/M change	The Consumer Price Index is a measure of the average price level of a fixed basket of goods and services purchased by consumers. Monthly changes in the CPI represent the rate of inflation. As the rate of inflation changes and as expectations on inflation change, the markets adjust interest rates.	0.1%	0.0%

Current Fed Funds Target	
Rate: 0.00 - 0.25%*	
Fed Move	Probability for FOMC Date 01/25/2012
Decrease to 0.00%	68.0%
Increase to 0.25%	32.0%
Increase to 0.50%	0.0%



Stock Indices*		
	Value	M/M Change
Dow Jones Indus. Avg (DJIA)	12,217.60	171.90
S&P 500 Index	1,257.60	10.64
NASDAQ Composite Index	2,605.15	(15.19)

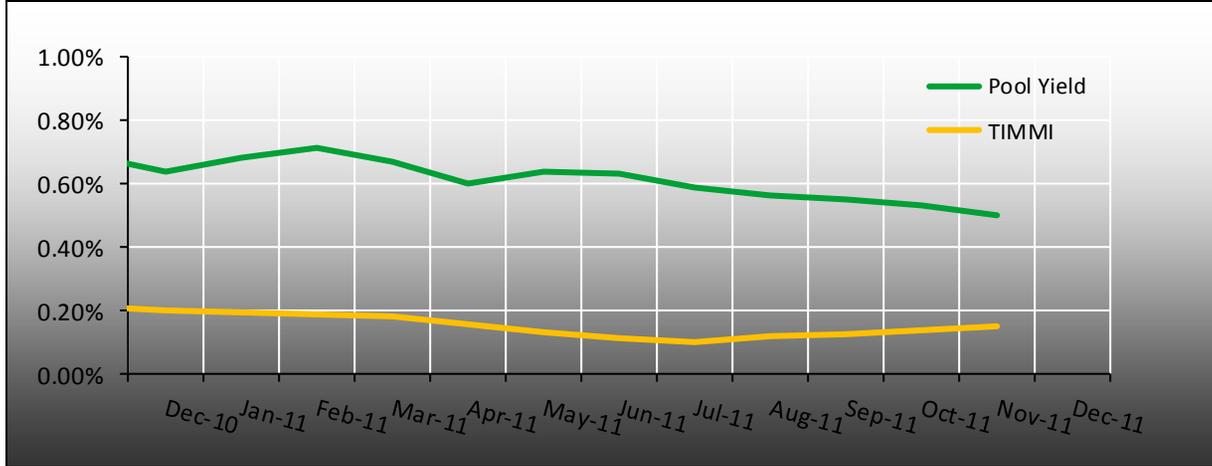
Commodities*		
	Value	M/M Change
Nymex Crude	\$ 98.83	\$ (1.53)
Gold (USD/OZ)	\$ 1,563.70	\$ (182.68)



U.S. Treasuries*		
	Yield (%)	M/M Change
3-Month	0.01	0.01
6-Month	0.06	0.01
12-Month	0.10	(0.01)
2-Year	0.24	(0.02)
3-Year	0.35	(0.04)
5-Year	0.83	(0.12)
7-Year	1.34	(0.18)
10-Year	1.88	(0.19)
30-Year	2.89	(0.16)

*Source: Bloomberg

TIMMI *Benchmark*



AAA Rated Prime Institutional Money-Market Funds		
Fund	Symbol	7 Day Yield
Fidelity Prime Institutional MMF	FIPXX	0.17%
Federated Prime Obligations Fund	POIXX	0.20%
Wells Fargo Advantage Heritage	WFJXX	0.08%
Morgan Stanley Institutional Prime Liquidity Fund	MPFXX	0.12%
BlackRock Prime Cash Fund	BPIXX	0.15%

▲ The Treasurer’s Institutional Money Market Index (TIMMI) is compiled and reported by the Riverside County Treasurer’s Capital Markets division. It is a composite index derived from five AAA rated prime institutional money market funds. Similar to the Treasurer’s Office, prime money market funds invest in a diversified portfolio of U.S. dollar denominated money market instruments including U.S. Treasuries, government agencies, commercial paper, certificates of deposits, repurchase agreements, etc. TIMMI is currently comprised of the five multi billion dollar funds listed above.

CASH *Flow*

Month	Monthly Receipts	Monthly Disbursements	Difference	Required Matured Investments	Balance	Actual Investments Maturing	Available to Invest > 1 Year
01/2012					476.82		
01/2012	842.93	1,339.48	(496.55)	19.73	(0.00)	325.00	
02/2012	425.00	921.25	(496.25)	496.25	0.00	172.96	
03/2012	941.20	792.95	148.25		148.25	151.00	
04/2012	1,404.16	733.64	670.52		818.77	100.00	
05/2012	746.26	1,035.89	(289.63)		529.14	368.66	
06/2012	884.08	1,220.61	(336.53)		192.61	374.50	
07/2012	841.95	826.31	15.64		208.25	318.69	
08/2012	518.23	711.33	(193.10)		15.15	251.97	
09/2012	649.54	750.00	(100.46)	85.31	0.00	238.04	
10/2012	669.49	826.92	(157.43)	157.43	0.00	246.00	
11/2012	832.33	676.45	155.88		155.88	269.12	
12/2012	1,500.00	800.00	700.00		855.88	155.00	
TOTALS	10,255.17	10,634.83	(379.66)	758.72		2,970.94	4,685.98
				13.94%		54.57%	86.06%

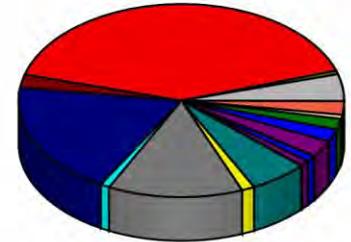


◀ The Pooled Investment Fund cash flow requirements are based upon a 12 month historical cash flow model. Based upon projected cash receipts and maturing investments, there are sufficient funds to meet future cash flow disbursements over the next 12 months.

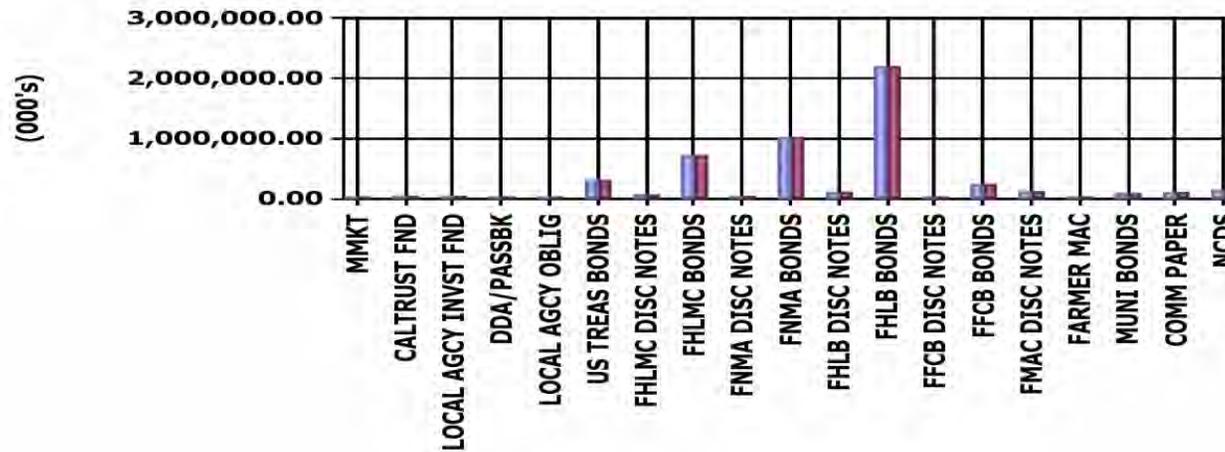
* All values reported in millions (\$).

ASSET Allocation

Assets (000's)	Scheduled Par	Scheduled	Market	Mkt/ Sch	Yield	WAL (Yr)	Mat (Yr)
MMKT	6,000.00	6,000.00	6,000.00	100.00%	0.03%	.003	.003
CALTRUST FND	54,000.00	54,000.00	54,000.00	100.00%	0.52%	.003	.003
LOCAL AGCY INVST FND	50,000.00	50,000.00	50,000.00	100.00%	0.38%	.003	.003
DDA/PASSBK	5,000.00	5,000.00	5,000.00	100.00%	0.11%	.003	.003
LOCAL AGCY OBLIG	560.00	560.00	560.00	100.00%	1.00%	8.463	8.463
US TREAS BONDS	315,000.00	316,285.26	315,709.50	99.82%	0.32%	.406	.406
FHLMC DISC NOTES	70,000.00	69,871.40	69,993.75	100.18%	0.19%	.429	.429
FHLMC BONDS	728,741.00	728,977.05	729,568.84	100.08%	0.79%	.898	2.379
FNMA DISC NOTES	50,000.00	49,935.44	49,953.13	100.04%	0.14%	.838	.838
FNMA BONDS	1,028,685.00	1,029,747.98	1,031,207.19	100.14%	0.88%	.803	2.403
FHLB DISC NOTES	120,000.00	119,787.48	119,946.98	100.13%	0.18%	.723	.723
FHLB BONDS	2,210,670.00	2,212,584.53	2,213,096.50	100.02%	0.40%	.725	.932
FFCB DISC NOTES	32,000.00	31,917.01	32,000.00	100.26%	0.26%	.250	.250
FFCB BONDS	245,705.00	246,040.43	246,749.70	100.29%	0.64%	1.112	1.194
FMAC DISC NOTES	123,000.00	122,751.08	122,981.88	100.19%	0.21%	.466	.466
FARMER MAC	37,500.00	37,502.38	37,584.38	100.22%	0.61%	1.343	1.343
MUNI BONDS	98,695.00	98,930.55	98,930.55	100.00%	0.47%	.576	.576
COMM PAPER	115,000.00	114,783.00	114,823.36	100.04%	0.36%	.285	.285
NCDS	150,000.00	150,000.00	150,000.00	100.00%	0.19%	.210	.210
Totals (000's):	5,440,556.00	5,444,673.58	5,448,105.73	100.06%	0.53%	.714	1.303

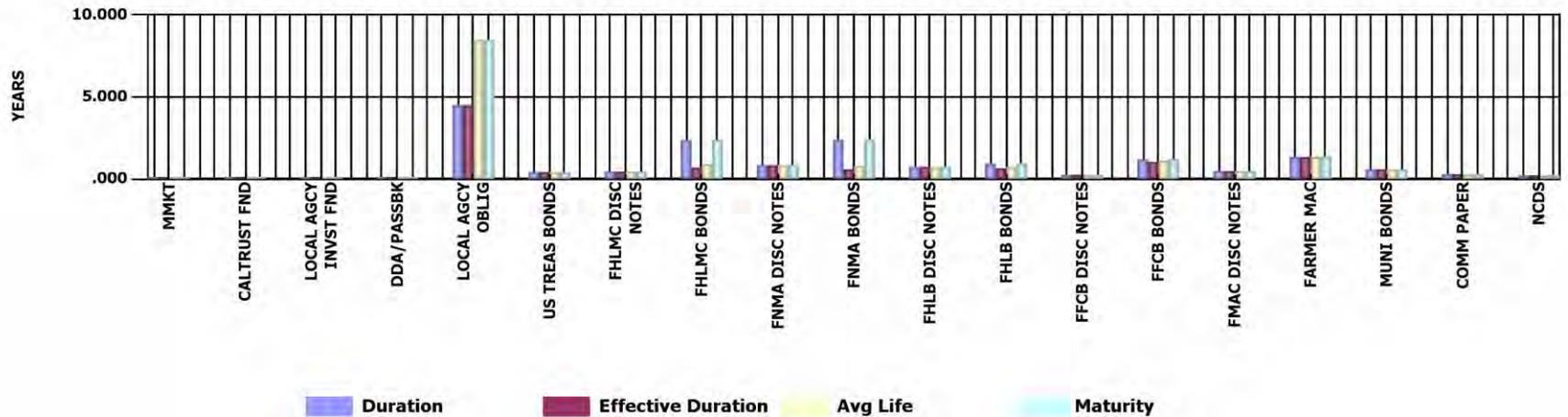


- MMKT - 0%
- FHLB DISC NOTES - 2%
- CALTRUST FND - 1%
- FHLB BONDS - 41%
- LOCAL AGCY INVST FND - 1%
- FFCB DISC NOTES - 1%
- DDA/PASSBK - 0%
- FFCB BONDS - 5%
- LOCAL AGCY OBLIG - 0%
- FMAC DISC NOTES - 2%
- US TREAS BONDS - 6%
- FARMER MAC - 1%
- FHLMC DISC NOTES - 1%
- MUNI BONDS - 2%
- FHLMC BONDS - 13%
- COMM PAPER - 2%
- FNMA DISC NOTES - 1%
- NCDS - 3%
- FNMA BONDS - 19%



MATURITY Analysis

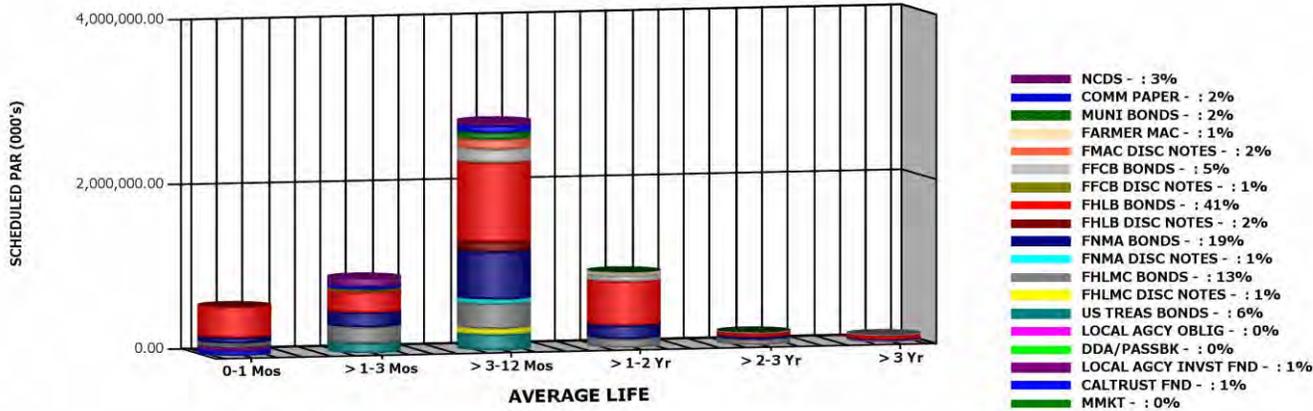
Assets (000's)	Scheduled Par	Duration (Yr)	Effective Duration	WAL (Yr)	Mat (Yr)
MMKT	6,000.00	.003	.003	.003	.003
CALTRUST FND	54,000.00	.003	.003	.003	.003
LOCAL AGCY INVST FND	50,000.00	.003	.003	.003	.003
DDA/PASSBK	5,000.00	.003	.003	.003	.003
LOCAL AGCY OBLIG	560.00	4.494	4.494	8.463	8.463
US TREAS BONDS	315,000.00	.405	.405	.406	.406
FHLMC DISC NOTES	70,000.00	.429	.429	.429	.429
FHLMC BONDS	728,741.00	2.342	.680	.898	2.379
FNMA DISC NOTES	50,000.00	.838	.838	.838	.838
FNMA BONDS	1,028,685.00	2.363	.584	.803	2.403
FHLB DISC NOTES	120,000.00	.722	.722	.723	.723
FHLB BONDS	2,210,670.00	.926	.640	.725	.932
FFCB DISC NOTES	32,000.00	.250	.250	.250	.250
FFCB BONDS	245,705.00	1.184	1.038	1.112	1.194
FMAC DISC NOTES	123,000.00	.466	.466	.466	.466
FARMER MAC	37,500.00	1.338	1.338	1.343	1.343
MUNI BONDS	98,695.00	.573	.573	.576	.576
COMM PAPER	115,000.00	.285	.285	.285	.285
NCDS	150,000.00	.210	.210	.210	.210
Totals (000's):	5,440,556.00	1.287	.605	.714	1.303



AVERAGE LIFE *Distribution*

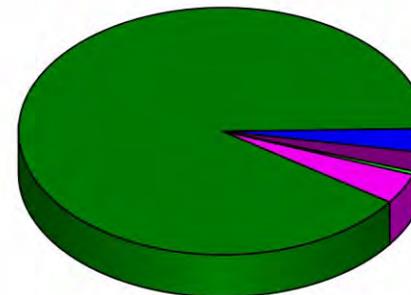
Scheduled Par (000's)	0-1 Mos	> 1-3 Mos	> 3-12 Mos	> 1-2 Yr	> 2-3 Yr	> 3 Yr	Totals (000's)
MMKT	6,000.00	0	0	0	0	0	6,000.00
CALTRUST FND	54,000.00	0	0	0	0	0	54,000.00
LOCAL AGCY INVST FND	50,000.00	0	0	0	0	0	50,000.00
DDA/PASSBK	5,000.00	0	0	0	0	0	5,000.00
LOCAL AGCY OBLIG	0	0	0	0	0	560	560
US TREAS BONDS	0	120,000.00	195,000.00	0	0	0	315,000.00
FHLMC DISC NOTES	0	0	70,000.00	0	0	0	70,000.00
FHLMC BONDS	40,000.00	197,370.00	304,121.00	106,000.00	66,250.00	15,000.00	728,741.00
FNMA DISC NOTES	0	0	50,000.00	0	0	0	50,000.00
FNMA BONDS	65,000.00	175,000.00	578,685.00	165,000.00	30,000.00	15,000.00	1,028,685.00
FHLB DISC NOTES	0	0	120,000.00	0	0	0	120,000.00
FHLB BONDS	376,000.00	248,000.00	960,565.00	533,605.00	45,000.00	47,500.00	2,210,670.00
FFCB DISC NOTES	0	25,000.00	7,000.00	0	0	0	32,000.00
FFCB BONDS	0	0	155,705.00	70,000.00	10,000.00	10,000.00	245,705.00
FMAC DISC NOTES	0	0	123,000.00	0	0	0	123,000.00
FARMER MAC	0	0	0	37,500.00	0	0	37,500.00
MUNI BONDS	0	9,960.00	81,595.00	5,140.00	2,000.00	0	98,695.00
COMM PAPER	0	35,000.00	80,000.00	0	0	0	115,000.00
NCDS	0	100,000.00	50,000.00	0	0	0	150,000.00
Totals (000's):	596,000.00	910,330.00	2,775,671.00	917,245.00	153,250.00	88,060.00	5,440,556.00
%	11%	17%	51%	17%	3%	2%	
Cumulative %	11%	28%	79%	96%	98%	100%	

* average life calculated to first call date.



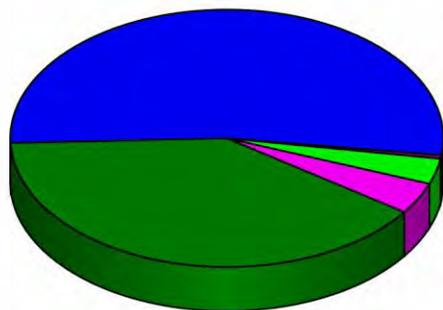
CREDIT Quality

Moody's (000's)	Par	Book	Market	MKT/Book	Yield
Aaa	4,892,916.00	4,897,271.10	4,900,350.10	100.06%	0.55%
Aa1	168,540.00	168,540.27	168,540.27	100.00%	0.26%
Aa2	138,040.00	137,823.00	137,863.36	100.03%	0.41%
Aa3	25,000.00	25,225.75	25,225.75	100.00%	0.25%
NR	216,060.00	215,813.46	216,126.25	100.14%	0.32%
Totals (000's):	5,440,556.00	5,444,673.58	5,448,105.73	100.06%	0.53%



■ Aaa - 90% ■ Aa3 - 0%
■ Aa1 - 3% ■ NR - 4%
■ Aa2 - 3%

S&P (000's)*	Par	Book	Market	MKT/Book	Yield
AAA	2,156,951.00	2,161,557.59	2,164,486.03	100.14%	0.62%
AA+	2,868,065.00	2,867,596.51	2,867,787.43	100.01%	0.49%
AA	24,480.00	24,480.27	24,480.27	100.00%	0.68%
AA-	175,000.00	175,225.75	175,225.75	100.00%	0.20%
NR	216,060.00	215,813.46	216,126.25	100.14%	0.32%
Totals (000's):	5,440,556.00	5,444,673.58	5,448,105.73	100.06%	0.53%



■ AAA - 40% ■ AA- - 3%
■ AA+ - 53% ■ NR - 4%
■ AA - 0%

* On August 5, 2011 Standard & Poors downgraded U.S. Treasuries and Government Agencies from AAA to AA+. The Treasurer's office reports ratings as of the purchase date. Therefore, the downgrade will only effect Treasury and Agency purchases executed after August 5.

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
MMKT											
GOIXX	FEDERATED GOV	01/01/2012	.010	.010	1,000,000.00	1,000,000.00	100.000000	1,000,000.00	0.00	.003	.003
MVRXX	MORGAN STANLEY GOV	01/01/2012	.030	.030	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.003	.003
			.027	.027	6,000,000.00	6,000,000.00	100.000000	6,000,000.00	0.00	.003	.003
CALTRUST FND											
CLTR	CALTRUST SHT TERM FUND	01/01/2012	.519	.519	54,000,000.00	54,000,000.00	100.000000	54,000,000.00	0.00	.003	.003
			.519	.519	54,000,000.00	54,000,000.00	100.000000	54,000,000.00	0.00	.003	.003
LOCAL AGCY INVST FND											
LAIF	LAIF	01/01/2012	.380	.380	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.003	.003
			.380	.380	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.003	.003
DDA/PASSBK											
CASH	UBOC MANAGED RATE	01/01/2012	.113	.113	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.003	.003
			.113	.113	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.003	.003
LOCAL AGCY OBLIG											
LAO	US DIST COURTHOUS	06/15/2020	1.003	1.003	560,000.00	560,000.00	100.000000	560,000.00	0.00	4.471	8.463
			1.003	1.003	560,000.00	560,000.00	100.000000	560,000.00	0.00	4.471	8.463
US TREAS BONDS											
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.410	10,000,000.00	10,069,140.63	100.130000	10,013,000.00	-56,140.63	.164	.164
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.487	10,000,000.00	10,022,265.63	100.280000	10,028,000.00	5,734.37	.497	.499
912828N09	U.S. TREASURY BOND	07/31/2012	.625	.512	10,000,000.00	10,019,140.63	100.310000	10,031,000.00	11,859.37	.580	.584
912828N09	U.S. TREASURY BOND	07/31/2012	.625	.455	15,000,000.00	15,043,359.38	100.310000	15,046,500.00	3,140.62	.580	.584
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.259	15,000,000.00	15,086,718.75	100.130000	15,019,500.00	-67,218.75	.164	.164
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.385	15,000,000.00	15,045,703.13	100.280000	15,042,000.00	-3,703.13	.497	.499
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.257	15,000,000.00	15,086,718.75	100.130000	15,019,500.00	-67,218.75	.164	.164
912828N09	U.S. TREASURY BOND	07/31/2012	.625	.400	15,000,000.00	15,045,703.13	100.310000	15,046,500.00	796.87	.581	.584
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.255	20,000,000.00	20,115,625.00	100.130000	20,026,000.00	-89,625.00	.164	.164
912828M01	U.S. TREASURY BOND	03/31/2012	1.000	.282	15,000,000.00	15,109,570.31	100.230000	15,034,500.00	-75,070.31	.249	.249
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.413	15,000,000.00	15,039,843.75	100.280000	15,042,000.00	2,156.25	.497	.499
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.281	20,000,000.00	20,108,593.75	100.130000	20,026,000.00	-82,593.75	.164	.164
912828M00	U.S. TREASURY BOND	02/29/2012	.875	.287	25,000,000.00	25,131,835.94	100.130000	25,032,500.00	-99,335.94	.164	.164
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.324	25,000,000.00	25,089,843.75	100.280000	25,070,000.00	-19,843.75	.497	.499
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.294	20,000,000.00	20,076,562.50	100.280000	20,056,000.00	-20,562.50	.498	.499
912828N09	U.S. TREASURY BOND	07/31/2012	.625	.304	15,000,000.00	15,059,765.63	100.310000	15,046,500.00	-13,265.63	.581	.584
912828PH7	U.S. TREASURY BOND	08/31/2012	.375	.342	15,000,000.00	15,006,445.31	100.180000	15,027,000.00	20,554.69	.665	.668
912828NX4	U.S. TREASURY BOND	09/30/2012	.375	.327	10,000,000.00	10,006,640.63	100.190000	10,019,000.00	12,359.37	.748	.751
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.222	15,000,000.00	15,059,179.69	100.280000	15,042,000.00	-17,179.69	.498	.499
912828N55	U.S. TREASURY BOND	06/30/2012	.625	.194	15,000,000.00	15,062,606.70	100.280000	15,042,000.00	-20,606.70	.498	.499
			.706	.324	315,000,000.00	316,285,262.99	100.225238	315,709,500.00	-575,762.99	.405	.406
FHLMC DISC NOTES											
313396WZ2	FHLMC DISC NOTE	05/18/2012	.200	.200	50,000,000.00	49,900,000.00	100.000000	50,000,000.00	100,000.00	.380	.381
313396Z09	FHLMC DISC NOTE	07/20/2012	.160	.160	10,000,000.00	9,985,066.67	99.968750	9,996,875.00	11,808.33	.552	.553
313396ZN6	FHLMC DISC NOTE	07/18/2012	.150	.150	10,000,000.00	9,986,333.33	99.968750	9,996,875.00	10,541.67	.547	.548
			.187	.187	70,000,000.00	69,871,400.00	99.991071	69,993,750.00	122,350.00	.428	.429
FHLMC BONDS											
3137EACG2	FHLMC	01/09/2013	1.375	1.407	10,000,000.00	9,990,300.00	101.156250	10,115,625.00	125,325.00	1.005	1.027
3134G1G01	FHLMC	08/28/2012	1.000	.709	5,000,000.00	5,029,450.00	100.531250	5,026,562.50	-2,887.50	.662	.660
3134G1G01	FHLMC	08/28/2012	1.000	.694	10,000,000.00	10,061,850.00	100.531250	10,053,125.00	-8,725.00	.662	.660
3134G1G01	FHLMC	08/28/2012	1.000	.732	10,000,000.00	10,054,100.00	100.531250	10,053,125.00	-975.00	.662	.660
3134G1G01	FHLMC	08/28/2012	1.000	.699	5,000,000.00	5,030,400.00	100.531250	5,026,562.50	-3,837.50	.662	.660
3137EACL1	FHLMC	10/28/2013	.875	.937	5,000,000.00	4,990,300.00	100.781250	5,039,062.50	48,762.50	1.804	1.827
3134G1SG0	FHLMC 3.5YrNc6Mo	03/03/2014	1.250	1.250	5,000,000.00	5,000,000.00	101.250000	5,062,500.00	62,500.00	2.128	2.173
3134G1WT7	FHLMC	11/26/2012	.515	.470	5,000,000.00	5,004,700.00	100.281250	5,014,062.50	9,362.50	.899	.907
3134G1XG4	FHLMC 2YrNc6Mo	10/29/2012	.500	.500	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	.824	.830
3137EACK3	FHLMC 2.2Yr	07/27/2012	1.125	.514	10,000,000.00	10,102,700.00	100.500000	10,050,000.00	-52,700.00	.568	.573
3137EACR8	FHLMC 3Yr	02/25/2014	1.375	1.375	5,000,000.00	5,000,000.00	101.625000	5,081,250.00	81,250.00	2.102	2.156
3137EACR8	FHLMC 3Yr	02/25/2014	1.375	1.465	10,000,000.00	9,973,100.00	101.625000	10,162,500.00	189,400.00	2.101	2.156
3134G1VG6	FHLMC 2Yr	10/30/2012	.625	.650	5,000,000.00	4,998,000.00	100.343750	5,017,187.50	19,187.50	.829	.833
3134G2CL4	FHLMC 3Yr	04/29/2014	1.350	1.160	5,000,000.00	5,027,800.00	101.843750	5,092,187.50	64,387.50	2.281	2.329
3137EACP2	FHLMC 2Yr	11/30/2012	.375	.385	14,121,000.00	14,118,881.85	100.187500	14,147,476.88	28,595.03	.914	.918
3137EACL1	FHLMC 3Yr	10/28/2013	.875	.790	11,000,000.00	11,022,330.00	100.781250	11,085,937.50	63,607.50	1.805	1.827
3134G2FT4	FHLMC 2.25Yr	08/13/2013	.875	.611	5,000,000.00	5,028,775.00	100.625000	5,031,250.00	2,475.00	1.599	1.619
3134G2KY7	FHLMC 2.25YrNc6MoB	09/23/2013	.750	.750	5,000,000.00	5,000,000.00	100.093750	5,004,687.50	4,687.50	1.710	1.732
3134G2KY7	FHLMC 2.25YrNc6MoB	09/23/2013	.750	.750	5,000,000.00	5,000,000.00	100.093750	5,004,687.50	4,687.50	1.710	1.732

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Yield Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3134G2KY7	FHLMC 2.25YrNc6MoB	09/23/2013	.750	.761	7,000,000.00	6,998,250.00	100.093750	7,006,562.50	8,312.50	1.721	1.732
3134G2PH9	FHLMC 3YrNc6MoE	07/11/2014	1.050	1.050	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	2.476	2.529
3134G2PG1	FHLMC 2.5YrNc6MoE	01/13/2014	.800	.881	5,000,000.00	4,990,000.00	100.000000	5,000,000.00	10,000.00	2.005	2.038
3134G2QF2	FHLMC 2YrNc6MoE	07/18/2013	.650	.650	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.533	1.548
3134G2QS4	FHLMC 3YrNc6MoE	07/25/2014	1.200	1.200	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	2.507	2.567
3134G2PT3	FHLMC 3YrNc3MoB	07/21/2014	.750	.809	6,250,000.00	6,239,062.50	100.000000	6,250,000.00	10,937.50	2.517	2.556
3134G2UP5	FHLMC 5YrNc1YrB	08/22/2016	1.750	1.750	10,000,000.00	10,000,000.00	100.875000	10,087,500.00	87,500.00	4.412	4.647
3134G2WB4	FHLMC 5YrNc3MoB	08/25/2016	1.250	1.250	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.485	4.655
3134G2WU7	FHLMC 5YrNc6MoB	08/24/2016	1.500	1.506	5,000,000.00	4,998,500.00	100.156250	5,007,812.50	9,312.50	4.449	4.652
3134G2VS8	FHLMC 3.5YrNc6MoB	02/23/2015	.875	.875	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	3.086	3.151
3134G2WB4	FHLMC 5YrNc3MoB	08/25/2016	1.250	1.250	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.485	4.655
3134G2WU2	FHLMC 2YrNc6MoB	08/22/2013	.600	.600	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.628	1.644
3134G2YB2	FHLMC 2YrNc3MoB	08/23/2013	.500	.500	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	1.633	1.647
3134G2YD8	FHLMC 5YrNc6MoB	08/24/2016	1.125	1.125	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.498	4.652
3134G2YD8	FHLMC 5YrNc6MoB	08/24/2016	1.125	1.125	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.498	4.652
3134G2YB2	FHLMC 2YrNc3MoB	08/23/2013	.500	.500	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	1.633	1.647
3134G2YB2	FHLMC 2YrNc3MoB	08/23/2013	.500	.500	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	1.633	1.647
3134G2YK2	FHLMC 2YrNc1YrE	09/06/2013	.450	.450	10,000,000.00	10,000,000.00	99.843750	9,984,375.00	-15,625.00	1.670	1.685
3134G2YK2	FHLMC 2YrNc1YrE	09/06/2013	.450	.450	10,000,000.00	10,000,000.00	99.843750	9,984,375.00	-15,625.00	1.670	1.685
3134G2ZF2	FHLMC 5YrNc6MoB	09/01/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	4.534	4.674
3134G2ZJ4	FHLMC 5YrNc3MoB	09/06/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	4.547	4.688
3134G2YM8	FHLMC 3YrNc6MoB	09/02/2014	.750	.750	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	2.632	2.674
3134G2ZN5	FHLMC 5YrNc3MoB	09/06/2016	1.125	1.125	10,000,000.00	10,000,000.00	100.125000	10,012,500.00	12,500.00	4.531	4.688
3137EACK3	FHLMC 11Mo	07/27/2012	1.125	.203	10,000,000.00	10,086,400.00	100.500000	10,050,000.00	-36,400.00	.569	.573
3134G2YJ5	FHLMC 3Yr	09/19/2014	.500	.500	10,000,000.00	10,000,000.00	99.687500	9,968,750.00	-31,250.00	2.691	2.721
3134G2A36	FHLMC 2YrNc6MoB	09/09/2013	.550	.550	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.676	1.693
3134G2C83	FHLMC 5YrNc6MoB	09/02/2016	1.000	1.000	10,000,000.00	10,000,000.00	100.093750	10,009,375.00	9,375.00	4.536	4.677
3134G2B92	FHLMC 2YrNc3MoB	03/13/2013	.500	.500	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	1.193	1.200
3134G2D74	FHLMC 2YrNc3MoB	09/20/2013	.600	.600	10,000,000.00	10,000,000.00	99.875000	9,987,500.00	-12,500.00	1.705	1.723
3134G2H39	FHLMC 3YrNc6MoB	09/29/2014	.800	.800	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	2.704	2.748
3134G2D66	FHLMC 2.5YrNc6MoB	03/14/2014	.625	.625	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	2.180	2.203
3134G2D66	FHLMC 2.5YrNc6MoB	03/14/2014	.625	.625	3,350,000.00	3,350,000.00	99.843750	3,344,765.63	-5,234.38	2.180	2.203
3134G2G48	FHLMC 5YrNc6MoB	09/28/2016	1.350	1.360	5,000,000.00	4,997,500.00	100.187500	5,009,375.00	11,875.00	4.562	4.748
3134G2ZB1	FHLMC 2YrNc6MoB	09/06/2013	.500	.550	5,000,000.00	4,995,000.00	99.875000	4,993,750.00	-1,250.00	1.668	1.685
3134G2L34	FHLMC 2YrNc6MoB	09/30/2013	.550	.550	10,000,000.00	10,000,000.00	99.906250	9,990,625.00	-9,375.00	1.737	1.751
3134G2N81	FHLMC 5YrNc6MoB	09/29/2016	1.250	1.250	10,000,000.00	10,000,000.00	100.156250	10,015,625.00	15,625.00	4.578	4.751
3134G2L34	FHLMC 2YrNc6MoB	09/30/2013	.550	.550	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	1.737	1.751
3134G2K84	FHLMC 3YrNc6MoB	09/30/2014	.750	.750	10,000,000.00	10,000,000.00	99.718750	9,971,875.00	-28,125.00	2.712	2.751
3134G2L34	FHLMC 2YrNc6MoB	09/30/2013	.550	.560	20,000,000.00	19,996,000.00	99.906250	19,981,250.00	-14,750.00	1.737	1.751
3134G2L34	FHLMC 2YrNc6MoB	09/30/2013	.550	.550	10,000,000.00	10,000,000.00	99.906250	9,990,625.00	-9,375.00	1.737	1.751
3134G2N81	FHLMC 5YrNc6MoB	09/29/2016	1.250	1.250	7,020,000.00	7,020,000.00	100.156250	7,030,968.75	10,968.75	4.578	4.751
3134G2YJ5	FHLMC 3Yr	09/19/2014	.500	.599	10,000,000.00	9,970,700.00	99.687500	9,968,750.00	-1,950.00	2.690	2.721
3134G2T28	FHLMC 3YrNc6MoB	10/17/2014	.750	.750	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	2.756	2.797
3134G2Q62	FHLMC 2YrNc6MoB	10/03/2013	.500	.520	5,000,000.00	4,998,000.00	99.875000	4,993,750.00	-4,250.00	1.744	1.759
3134G2U91	FHLMC 5YrNc6MoB	10/13/2016	1.000	1.010	5,000,000.00	4,997,500.00	100.125000	5,006,250.00	8,750.00	4.649	4.789
3134G2T69	FHLMC 5YrNc6MoB	10/13/2016	1.125	1.156	5,000,000.00	4,992,500.00	100.250000	5,012,500.00	20,000.00	4.632	4.789
3134G2U42	FHLMC 2Yr	10/15/2013	.375	.483	15,000,000.00	14,967,300.00	99.875000	14,981,250.00	13,950.00	1.779	1.792
3134G2V41	FHLMC 2YrNc3MoB	10/25/2013	.600	.600	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.802	1.819
3134G2V41	FHLMC 2YrNc3MoB	10/25/2013	.600	.600	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.802	1.819
3134G2W40	FHLMC 3YrNc6MoB	10/24/2014	.800	.800	10,000,000.00	10,000,000.00	99.375000	9,937,500.00	-62,500.00	2.773	2.816
3134G2W40	FHLMC 3YrNc6MoB	10/24/2014	.800	.800	5,000,000.00	5,000,000.00	99.375000	4,968,750.00	-31,250.00	2.773	2.816
3134G2W40	FHLMC 3YrNc6MoB	10/24/2014	.800	.800	5,000,000.00	5,000,000.00	99.375000	4,968,750.00	-31,250.00	2.773	2.816
3134G2W40	FHLMC 3YrNc6MoB	10/24/2014	.800	.808	10,000,000.00	9,997,500.00	99.375000	9,937,500.00	-60,000.00	2.773	2.816
3137EACY3	FHLMC 3Yr	11/25/2014	.750	.755	10,000,000.00	9,998,467.22	100.187500	10,018,750.00	20,282.78	2.861	2.904
3137EACY3	FHLMC 3Yr	11/25/2014	.750	.761	5,000,000.00	4,998,300.00	100.187500	5,009,375.00	11,075.00	2.861	2.904
3134G2W99	FHLMC 5YrNc6MoB	10/13/2016	1.250	1.250	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	4.617	4.789
3134G2W73	FHLMC 2YrNc1YrE	10/18/2013	.500	.516	5,000,000.00	4,998,437.50	99.906250	4,995,312.50	-3,125.00	1.785	1.800
3134G2Y89	FHLMC 3.5YrNc1YrB	04/24/2015	1.000	1.007	5,000,000.00	4,998,750.00	100.031250	5,001,562.50	2,812.50	3.246	3.315
3134G2Y55	FHLMC 2YrNc6MoB	10/25/2013	.550	.550	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	1.803	1.819
3134G22H4	FHLMC 2YrNc6MoB	11/04/2013	.700	.700	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.825	1.847
3134G22H4	FHLMC 2YrNc6MoB	11/04/2013	.700	.700	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.825	1.847
3134G22H4	FHLMC 2YrNc6MoB	11/04/2013	.700	.700	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.825	1.847

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3134G23J9	FHLMC 2YrNc6MoB	11/15/2013	.600	.600	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.858	1.877
3134G23M2	FHLMC 2YrNc6MoB	11/08/2013	.630	.630	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.838	1.858
3134G23M2	FHLMC 2YrNc6MoB	11/08/2013	.630	.630	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.838	1.858
3134G3AL4	FHLMC 1YrNc3MoB	12/14/2012	.350	.350	20,000,000.00	20,000,000.00	100.000000	20,000,000.00	0.00	.950	956
3137EACZ0	FHLMC 2Yr	11/27/2013	.375	.580	10,000,000.00	9,958,700.00	99.843750	9,984,375.00	25,675.00	1.899	1.910
3134G3B02	FHLMC 5YrNc1YrB	11/28/2016	1.375	1.375	5,000,000.00	5,000,000.00	100.281250	5,014,062.50	14,062.50	4.725	4.915
3134G3BF6	FHLMC 2Yr	12/23/2013	.625	.626	10,000,000.00	9,999,800.00	100.000000	10,000,000.00	200.00	1.962	1.981
3134G3BS8	FHLMC 2YrNc1YrE	12/06/2013	.700	.700	5,000,000.00	5,000,000.00	99.937500	4,996,875.00	-3,125.00	1.913	1.934
3134G3BS8	FHLMC 2YrNc1YrE	12/06/2013	.700	.700	5,000,000.00	5,000,000.00	99.937500	4,996,875.00	-3,125.00	1.913	1.934
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	2.876	2.932
3134G3BA7	FHLMC 2YrNc1YrB	12/05/2013	.700	.700	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.911	1.932
3134G3BL3	FHLMC 3YrNc1YrB	12/05/2014	1.000	1.000	10,000,000.00	10,000,000.00	100.125000	10,012,500.00	12,500.00	2.876	2.932
3134G3C0V	FHLMC 3YrNc1YrB	12/19/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	2.915	2.970
3134G3DP2	FHLMC 3.5YrNc1YrB	06/19/2015	1.020	1.020	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	3.397	3.468
3134G3EB2	3.5YrNc2YrE	06/30/2015	1.000	1.000	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	3.446	3.499
3134G3DY3	FHLMC 3YrNc1YrB	12/19/2014	.875	.875	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	2.921	2.970
3134G3EN6	FHLMC 3.5YrNc2YrE	06/30/2015	1.000	1.000	5,000,000.00	5,000,000.00	99.937500	4,996,875.00	-3,125.00	3.446	3.499
3134G2U42	FHLMC 1.5Yr	10/15/2013	.375	.400	5,000,000.00	4,997,700.00	99.875000	4,993,750.00	-3,950.00	1.792	1.792
			.813	.788	728,741,000.00	728,977,054.07	100.113598	729,568,836.26	591,782.18	2.331	2.378
FNMA DISC NOTES											
313588M85	FNMA DISC NOTE	11/01/2012	.140	.140	50,000,000.00	49,935,444.44	99.906250	49,953,125.00	17,680.56	.837	.838
			.140	.140	50,000,000.00	49,935,444.44	99.906250	49,953,125.00	17,680.56	.837	.838
FNMA BONDS											
3136F94P5	FNMA 3Yr	01/30/2012	2.000	1.573	10,000,000.00	10,107,000.00	100.125000	10,012,500.00	-94,500.00	.081	.082
31398AV90	FNMA 3YrNc2Yr	07/16/2013	1.300	1.317	5,000,000.00	4,997,500.00	100.500000	5,025,000.00	27,500.00	1.512	1.542
3136FM7D0	FNMA 5YrNc1.5Yr	08/17/2015	1.000	1.000	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	3.541	3.630
31398A3N0	FNMA	09/24/2012	.625	.700	5,000,000.00	4,992,300.00	100.343750	5,017,187.50	24,887.50	.726	.734
31398A3A8	FNMA	09/03/2013	1.050	1.058	5,000,000.00	4,998,750.00	100.937500	5,046,875.00	48,125.00	1.648	1.677
3136FPEL7	FNMA 3YrNc6Mo	09/09/2013	1.050	1.050	5,000,000.00	5,000,000.00	100.875000	5,043,750.00	43,750.00	1.665	1.693
3136FPEL7	FNMA 3YrNc6Mo	09/09/2013	1.050	1.050	5,000,000.00	5,000,000.00	100.875000	5,043,750.00	43,750.00	1.665	1.693
3136FPEL7	FNMA 3YrNc6Mo	09/09/2013	1.050	1.050	5,000,000.00	5,000,000.00	100.875000	5,043,750.00	43,750.00	1.665	1.693
3136FPEL7	FNMA 3YrNc6Mo	09/09/2013	1.050	1.050	5,000,000.00	5,000,000.00	100.875000	5,043,750.00	43,750.00	1.665	1.693
3136FPEL7	FNMA 3YrNc6Mo	09/09/2013	1.050	1.050	5,000,000.00	5,000,000.00	100.875000	5,043,750.00	43,750.00	1.665	1.693
31398A3N0	FNMA	09/24/2012	.625	.704	5,000,000.00	4,992,000.00	100.343750	5,017,187.50	25,187.50	.726	.734
31398A3L4	FNMA 3YrNc6Mo	09/17/2013	1.125	1.132	5,000,000.00	4,999,000.00	101.125000	5,056,250.00	57,250.00	1.685	1.715
31398A3L4	FNMA 3YrNc6Mo	09/17/2013	1.125	1.125	10,000,000.00	10,000,000.00	101.125000	10,112,500.00	112,500.00	1.685	1.715
31398A3L4	FNMA 3YrNc6Mo	09/17/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.125000	5,056,250.00	56,250.00	1.685	1.715
31398A3L4	FNMA 3YrNc6Mo	09/17/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.125000	5,056,250.00	56,250.00	1.685	1.715
31398A3L4	FNMA 3YrNc6Mo	09/17/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.125000	5,056,250.00	56,250.00	1.685	1.715
3136FPGA9	FNMA 3YrNc2Mo	09/20/2013	1.000	1.017	5,000,000.00	4,997,500.00	100.031250	5,001,562.50	4,062.50	1.696	1.723
3136FPEX1	FNMA 3.25YrNc6Mo	12/17/2013	1.125	1.141	5,000,000.00	4,997,500.00	101.187500	5,059,375.00	61,875.00	1.933	1.964
31398A3R1	FNMA 3.5YrNc6Mo	03/21/2014	1.350	1.350	5,000,000.00	5,000,000.00	101.468750	5,073,437.50	73,437.50	2.174	2.222
31398AH54	FNMA	04/04/2012	1.000	.410	10,000,000.00	10,088,900.00	100.218750	10,021,875.00	-67,025.00	.260	.260
31398A4H2	FNMA 3YrNc6Mo	10/08/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.312500	5,065,625.00	65,625.00	1.743	1.773
31398A4H2	FNMA 3YrNc6Mo	10/08/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.312500	5,065,625.00	65,625.00	1.743	1.773
31398A4H2	FNMA 3YrNc6Mo	10/08/2013	1.125	1.125	5,000,000.00	5,000,000.00	101.312500	5,065,625.00	65,625.00	1.743	1.773
31398AP71	FNMA 2.2Yr	06/22/2012	1.250	.348	10,000,000.00	10,145,800.00	100.531250	10,053,125.00	-92,675.00	.476	.477
31398AT77	FNMA 2.2Yr	07/30/2012	1.125	.403	10,000,000.00	10,124,000.00	100.531250	10,053,125.00	-70,875.00	.577	.581
31398AT77	FNMA 2.2Yr	07/30/2012	1.125	.458	10,000,000.00	10,114,300.00	100.531250	10,053,125.00	-61,175.00	.576	.581
31398A5Z1	FNMA 3YrNc6Mo	11/19/2013	.800	.800	10,000,000.00	10,000,000.00	100.500000	10,050,000.00	50,000.00	1.864	1.888
31398A5Z1	FNMA 3YrNc6Mo	11/19/2013	.800	.800	5,000,000.00	5,000,000.00	100.500000	5,025,000.00	25,000.00	1.864	1.888
3136FPXX0	FNMA 4Yr	11/26/2014	1.050	1.050	10,000,000.00	10,000,000.00	100.593750	10,059,375.00	59,375.00	2.849	2.907
3136FPZD2	FNMA 4YrNc2Mo	12/03/2014	1.125	1.125	10,000,000.00	10,000,000.00	100.625000	10,062,500.00	62,500.00	2.864	2.926
3136FPV95	FNMA 3.5YrNc1Yr	07/03/2014	1.700	1.700	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	2.422	2.507
3136FPV95	FNMA 3.5YrNc1Yr	07/03/2014	1.700	1.700	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	2.422	2.507
3136FPV46	FNMA 3YrNc1Yr	01/13/2014	1.420	1.420	20,000,000.00	20,000,000.00	100.031250	20,006,250.00	6,250.00	1.984	2.038
3136FP6X0	FNMA 5Yr	02/04/2016	.463	.487	10,000,000.00	9,990,000.00	100.218750	10,021,875.00	31,875.00	4.057	4.099
3135G0AM5	FNMA 3YrNc1Yr	01/27/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	2.037	2.077
3136FPUC9	FNMA 2Yr	10/30/2012	.500	.550	15,000,000.00	14,988,000.00	100.156250	15,023,437.50	35,437.50	.830	833

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3136FPU9	FNMA 2Yr	10/30/2012	.500	.557	10,000,000.00	9,991,000.00	100.156250	10,015,625.00	24,625.00	.830	.833
31398A3K6	FNMA 4Yr	03/14/2014	1.250	1.278	5,000,000.00	4,996,600.00	101.656250	5,082,812.50	86,812.50	2.158	2.203
3136FRGK3	FNMA 3.25YrNc1YrE	07/25/2014	1.700	1.700	5,000,000.00	5,000,000.00	100.406250	5,020,312.50	20,312.50	2.483	2.567
31398A5W8	FNMA 3Yr	12/18/2013	.750	1.194	5,000,000.00	4,941,950.00	100.375000	5,018,750.00	76,800.00	1.941	1.967
3136FPU9	FNMA 2Yr	10/30/2012	.500	.473	5,000,000.00	5,002,000.00	100.156250	5,007,812.50	5,812.50	.830	.833
31398AV22	FNMA 5Yr	03/13/2014	2.750	1.128	10,000,000.00	10,454,500.00	104.781250	10,478,125.00	23,625.00	2.123	2.200
3136FRKM4	FNMA 4.25YrNc1YrE	08/24/2015	2.000	2.000	5,000,000.00	5,000,000.00	100.593750	5,029,687.50	29,687.50	3.477	3.649
31398A5Z1	FNMA 3Yr	11/19/2013	.800	.870	5,000,000.00	4,991,250.00	100.500000	5,025,000.00	33,750.00	1.863	1.888
31398A6F4	FNMA 1.75 Yr	12/28/2012	.375	.349	5,000,000.00	5,002,000.00	100.218750	5,010,937.50	8,937.50	.989	.995
3135GOBN2	FNMA 3YrNc1YrE	06/27/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	2.452	2.490
3135GOBR3	FNMA 2.25Yr	08/09/2013	.500	.580	10,000,000.00	9,983,000.00	100.250000	10,025,000.00	42,000.00	1.593	1.608
3136FRYK3	FNMA 3YrNc9MoB	06/30/2014	.800	.800	10,000,000.00	10,000,000.00	100.093750	10,009,375.00	9,375.00	2.470	2.499
3135GOBR3	FNMA 2Yr	08/09/2013	.500	.600	10,000,000.00	9,979,200.00	100.250000	10,025,000.00	45,800.00	1.593	1.608
3136FRZX4	FNMA 3YrNc1YrE	07/18/2014	1.200	1.200	5,000,000.00	5,000,000.00	100.343750	5,017,187.50	17,187.50	2.488	2.548
31398AT77	FNMA 1Yr	07/30/2012	1.125	.264	5,000,000.00	5,045,700.00	100.531250	5,026,562.50	-19,137.50	.577	.581
3136FRCB4	FNMA 3YrNc1YrE	07/25/2014	1.020	1.020	5,000,000.00	5,000,000.00	100.218750	5,010,937.50	10,937.50	2.516	2.567
3136FRWK5	FNMA 5YrNc6MoB	07/11/2016	1.750	1.750	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	4.299	4.532
3135GOBX0	FNMA 3YrNc6MoE	08/01/2014	1.100	1.081	5,000,000.00	5,002,735.00	100.031250	5,001,562.50	-1,172.50	2.529	2.586
3136FRK44	FNMA 3.5YrNc1YrB	02/23/2015	1.000	1.000	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	3.077	3.151
31398A5W8	FNMA 3Yr	12/18/2013	.750	.480	10,000,000.00	10,063,305.58	100.375000	10,037,500.00	-25,805.58	1.948	1.967
3136FRM26	FNMA 3YrNc6MoE	08/22/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	2.592	2.644
3135GOC03	FNMA 3YrNc6MoE	09/02/2014	1.000	1.000	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	2.619	2.674
3135GOC04	FNMA 2YrNc1YrE	09/06/2013	.450	.450	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	1.670	1.685
3135GOCR2	FNMA 2YrNc6MoB	09/06/2013	.550	.550	10,000,000.00	10,000,000.00	99.906250	9,990,625.00	-9,375.00	1.668	1.685
3135GOCU5	FNMA 3YrNc2YrE	09/12/2014	.625	.625	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	2.666	2.701
3135GOCU5	FNMA 3YrNc2YrE	09/12/2014	.625	.625	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	2.666	2.701
3135GOCN1	FNMA 3YrNc1YrE	08/28/2014	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.634	2.660
3136FRW66	FNMA 5YrNc1YrB	09/21/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	4.589	4.729
3135GOCW1	FNMA 2YrNc6MoE	09/06/2013	.500	.500	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	1.669	1.685
3135GOCW1	FNMA 2YrNc6MoE	09/06/2013	.500	.500	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	1.669	1.685
3135GOCZ4	FNMA 3YrNc6MoB	09/12/2014	.850	.850	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.654	2.701
3135GOCZ4	FNMA 3YrNc6MoB	09/12/2014	.850	.850	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.654	2.701
3135GODA8	FNMA 3YrNc1YrE	09/12/2014	.750	.750	5,000,000.00	5,000,000.00	100.218750	5,010,937.50	10,937.50	2.659	2.701
3135GODB6	FNMA 2YrNc6MoB	09/12/2013	.600	.600	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.683	1.701
3136FRS46	FNMA 5YrNc1YrB	09/14/2016	1.125	1.140	5,000,000.00	4,996,250.00	100.312500	5,015,625.00	19,375.00	4.553	4.710
31398AT77	FNMA 11Mo	07/30/2012	1.125	.183	5,000,000.00	5,043,785.00	100.531250	5,026,562.50	-17,222.50	.577	.581
3136FRW66	FNMA 5YrNc1YrB	09/21/2016	1.000	1.021	5,000,000.00	4,995,000.00	100.250000	5,012,500.00	17,500.00	4.588	4.729
3136FRV59	FNMA 5YrNc1YrB	09/14/2016	1.050	1.071	4,000,000.00	3,996,000.00	100.250000	4,010,000.00	14,000.00	4.562	4.710
3136FRS46	FNMA 5YrNc1YrB	09/14/2016	1.125	1.146	5,000,000.00	4,995,000.00	100.312500	5,015,625.00	20,625.00	4.553	4.710
3136FR2A0	FNMA 5YrNc1YrB	09/21/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.375000	5,018,750.00	18,750.00	4.589	4.729
3135GODB6	FNMA 2YrNc6MoB	09/12/2013	.600	.600	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.683	1.701
3135GOCN1	FNMA 3YrNc1YrE	08/28/2014	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.634	2.660
3135GODK6	FNMA 2YrNc6MoB	09/27/2013	.600	.600	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.725	1.742
3135GODK6	FNMA 2YrNc6MoB	09/27/2013	.600	.600	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.725	1.742
3135GODK6	FNMA 2YrNc6MoB	09/27/2013	.600	.600	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.725	1.742
3135GOCZ4	FNMA 3YrNc6MoB	09/12/2014	.850	.850	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.654	2.701
3135GOCZ4	FNMA 3YrNc6MoB	09/12/2014	.850	.850	10,000,000.00	10,000,000.00	99.875000	9,987,500.00	-12,500.00	2.654	2.701
3135GOCZ4	FNMA 3YrNc6MoB	09/12/2014	.850	.850	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.654	2.701
3136FR4E0	FNMA 5YrNc6MoB	09/28/2016	1.250	1.260	5,000,000.00	4,997,500.00	100.156250	5,007,812.50	10,312.50	4.575	4.748
3135GODN0	FNMA 2YrNc6MoE	09/26/2013	.500	.520	5,000,000.00	4,998,000.00	99.812500	4,990,625.00	-7,375.00	1.724	1.740
3135GODO3	FNMA 2YrNc6MoE	09/27/2013	.550	.550	10,000,000.00	10,000,000.00	99.875000	9,987,500.00	-12,500.00	1.726	1.742
3135GODO3	FNMA 2YrNc6MoE	09/27/2013	.550	.550	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.726	1.742
3135GODO3	FNMA 2YrNc6MoE	09/27/2013	.550	.550	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.726	1.742
3135GODN0	FNMA 2YrNc6MoE	09/26/2013	.500	.525	5,000,000.00	4,997,500.00	99.812500	4,990,625.00	-6,875.00	1.724	1.740
3135GODT7	FNMA 3YrNc6MoB	10/17/2014	.700	.700	5,000,000.00	5,000,000.00	99.656250	4,982,812.50	-17,187.50	2.759	2.797
3135GODT7	FNMA 3YrNc6MoB	10/17/2014	.700	.700	5,000,000.00	5,000,000.00	99.656250	4,982,812.50	-17,187.50	2.759	2.797
31398A4T6	FNMA 2Yr	10/30/2012	.500	.228	20,000,000.00	20,059,800.00	100.250000	20,050,000.00	-9,800.00	.831	.833
3135GOCN1	FNMA 3YrNc1YrE	08/28/2014	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	2.634	2.660
3135GODR1	FNMA 2YrNc6MoB	10/03/2013	.500	.500	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.744	1.759
3135GODR1	FNMA 2YrNc6MoB	10/03/2013	.500	.500	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.744	1.759
3135GODV2	FNMA 2YrNc6MoB	10/18/2013	.550	.550	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	1.784	1.800
3136FR4E0	FNMA 5YrNc6MoB	09/28/2016	1.250	1.250	10,000,000.00	10,000,000.00	100.156250	10,015,625.00	15,625.00	4.576	4.748
3136FR4E0	FNMA 5YrNc6MoB	09/28/2016	1.250	1.255	5,000,000.00	4,998,750.00	100.156250	5,007,812.50	9,062.50	4.575	4.748

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3136FR4E0	FNMA 5YrNc6MoB	09/28/2016	1.250	1.250	5,000,000.00	5,000,000.00	100.156250	5,007,812.50	7,812.50	4.576	4.748
3136FTCX5	FNMA 5YrNc1YrB	10/26/2016	1.250	1.250	10,000,000.00	10,000,000.00	99.937500	9,993,750.00	-6,250.00	4.653	4.825
3136FTDJ5	FNMA 5YrNc1YrB	10/26/2016	1.000	1.006	5,000,000.00	4,998,500.00	100.093750	5,004,687.50	6,187.50	4.685	4.825
3136FTT1	FNMA 5YrNc1YrB	11/09/2016	1.500	1.500	12,685,000.00	12,685,000.00	100.593750	12,760,317.19	75,317.19	4.656	4.863
3135GOEM1	FNMA 3YrNc1YrB	11/07/2014	1.000	1.000	10,000,000.00	10,000,000.00	100.250000	10,025,000.00	25,000.00	2.799	2.855
3135GOEO2	FNMA 3YrNc3MoB	11/07/2014	1.000	1.000	10,000,000.00	10,000,000.00	100.250000	10,025,000.00	25,000.00	2.799	2.855
3135GOET6	FNMA 3YrNc1YrE	11/07/2014	.900	.900	10,000,000.00	10,000,000.00	100.218750	10,021,875.00	21,875.00	2.804	2.855
3135GOFA6	FNMA 2YrNc6MoB	11/14/2013	.640	.640	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.854	1.874
3135GOFF5	FNMA 3YrNc1YrB	11/14/2014	1.000	1.000	5,000,000.00	5,000,000.00	100.218750	5,010,937.50	10,937.50	2.818	2.874
3135GOFF5	FNMA 3YrNc1YrB	11/14/2014	1.000	1.000	10,000,000.00	10,000,000.00	100.218750	10,021,875.00	21,875.00	2.818	2.874
3135GOFA6	FNMA 2YrNc6MoB	11/14/2013	.640	.640	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	1.854	1.874
3135GOFA6	FNMA 2YrNc6MoB	11/14/2013	.640	.640	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.854	1.874
3135GOFA6	FNMA 2YrNc6MoB	11/14/2013	.640	.640	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.854	1.874
3135GOF57	FNMA 2YrNc1YrB	11/21/2013	.600	.600	5,000,000.00	5,000,000.00	99.937500	4,996,875.00	-3,125.00	1.875	1.893
3135GOFW8	FNMA 2YrNc6MoB	11/25/2013	.625	.625	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.885	1.904
3135GOFW8	FNMA 2YrNc6MoB	11/25/2013	.625	.625	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.885	1.904
3135GOFW8	FNMA 2YrNc6MoB	11/25/2013	.625	.625	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.885	1.904
3135GOFY4	FNMA 3Yr	12/19/2014	.750	.728	10,000,000.00	10,006,700.00	100.312500	10,031,250.00	24,550.00	2.928	2.970
3135GOFZ1	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	2.876	2.932
3136FTQJ1	FNMA 5YrNc1YrB	11/21/2016	1.625	1.625	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.673	4.896
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	10,000,000.00	10,000,000.00	99.875000	9,987,500.00	-12,500.00	1.895	1.915
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.895	1.915
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	15,000,000.00	15,000,000.00	99.875000	14,981,250.00	-18,750.00	1.895	1.915
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	10,000,000.00	10,000,000.00	99.875000	9,987,500.00	-12,500.00	1.895	1.915
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.895	1.915
3135GOGA5	FNMA 2YrNc6MoE	11/29/2013	.650	.650	5,000,000.00	5,000,000.00	99.875000	4,993,750.00	-6,250.00	1.895	1.915
3136FTMT3	FNMA 5YrNc1YrB	11/21/2016	1.125	1.125	5,000,000.00	5,000,000.00	99.812500	4,990,625.00	-9,375.00	4.738	4.896
3136FTMP1	FNMA 5YrNc1YrB	11/23/2016	1.125	1.125	12,000,000.00	12,000,000.00	100.125000	12,015,000.00	15,000.00	4.744	4.901
3135GOFZ1	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	2.876	2.932
3135GOGC1	FNMA 3YrNc2YrE	12/05/2014	.850	.850	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	2.884	2.932
3135GOFZ1	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	2.876	2.932
3135GOGE7	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	2.876	2.932
3135GOGE7	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	2.876	2.932
3135GOFZ1	FNMA 3YrNc6MoB	12/05/2014	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	2.876	2.932
3135GOGG2	FNMA 2YrNc6MoB	12/06/2013	.750	.750	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	1.912	1.934
3135GOGG2	FNMA 2YrNc6MoB	12/06/2013	.750	.750	20,000,000.00	20,000,000.00	99.968750	19,993,750.00	-6,250.00	1.912	1.934
3135GOGG2	FNMA 2YrNc6MoB	12/06/2013	.750	.750	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	1.912	1.934
3135GOGG2	FNMA 2YrNc6MoB	12/06/2013	.750	.750	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	1.912	1.934
3136FTSB6	FNMA 5YrNc1YrB	12/07/2016	1.000	1.000	5,000,000.00	5,000,000.00	99.968750	4,998,437.50	-1,562.50	4.799	4.940
3136FTSH3	FNMA 5YrNc1YrB	12/20/2016	1.250	1.250	10,000,000.00	10,000,000.00	100.156250	10,015,625.00	15,625.00	4.802	4.975
3136FTTQ2	FNMA 5YrNc1YrB	12/28/2016	1.500	1.500	10,000,000.00	10,000,000.00	99.937500	9,993,750.00	-6,250.00	4.792	4.997
3135GOGM9	FNMA 3YrNc2YrE	12/23/2014	.825	.825	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	2.935	2.981
3135GOGM9	FNMA 3YrNc2YrE	12/23/2014	.825	.825	5,000,000.00	5,000,000.00	99.906250	4,995,312.50	-4,687.50	2.935	2.981
3136FTUE7	FNMA 3YrNc6MoB	12/29/2014	.900	.900	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	2.948	2.997
3136FTUE7	FNMA 3YrNc6MoB	12/29/2014	.900	.900	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	2.948	2.997
3135GOGR8	FNMA 2YrNc6MoB	12/27/2013	.550	.550	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	1.975	1.992
3135GOGR8	FNMA 2YrNc6MoB	12/27/2013	.550	.550	5,000,000.00	5,000,000.00	99.843750	4,992,187.50	-7,812.50	1.975	1.992
3136FTUE7	FNMA 3YrNc6MoB	12/29/2014	.900	.900	10,000,000.00	10,000,000.00	100.062500	10,006,250.00	6,250.00	2.948	2.997
3136FTVW6	FNMA 5YrNc1YrB	12/28/2016	1.125	1.125	5,000,000.00	5,000,000.00	100.093750	5,004,687.50	4,687.50	4.840	4.997
			.935	.878	1,028,685,000.00	1,029,747,975.58	100.245186	1,031,207,192.19	1,459,216.61	2.351	2.402
FHLB DISC NOTES											
313384ZN2	FHLB DISC NOTE	07/18/2012	.160	.160	10,000,000.00	9,985,155.56	99.983417	9,998,341.67	13,186.11	.547	.548
313384C80	FHLB DISC NOTE	08/21/2012	.200	.200	30,000,000.00	29,939,500.00	99.980583	29,994,175.00	54,675.00	.639	.641
313384D71	FHLB DISC NOTE	08/28/2012	.170	.170	20,000,000.00	19,965,716.66	99.953333	19,990,666.67	24,950.01	.659	.660
313384F61	FHLB DISC NOTE	09/12/2012	.170	.170	10,000,000.00	9,982,811.11	99.950417	9,995,041.67	12,230.56	.700	.701
313384M71	FHLB DISC NOTE	10/31/2012	.170	.170	50,000,000.00	49,914,291.67	99.937500	49,968,750.00	54,458.33	.834	.836
			.177	.177	120,000,000.00	119,787,475.00	99.955812	119,946,975.01	159,500.01	.721	.723
FHLB BONDS											
3133XVNT4	FHLB 3Yr	12/14/2012	1.750	1.612	5,000,000.00	5,020,050.00	101.375000	5,068,750.00	48,700.00	.941	.956
3133XWKU2	FHLB 2.5Yr	06/08/2012	1.375	1.212	5,000,000.00	5,017,100.00	100.531250	5,026,562.50	9,462.50	.435	.438
3133XTU1	FHLB 2.25Yr	07/12/2012	1.260	1.260	5,000,000.00	5,000,000.00	100.562500	5,028,125.00	28,125.00	.524	.532
3133XYHD0	FHLB	06/14/2013	1.625	1.198	15,000,000.00	15,185,100.00	101.843750	15,276,562.50	91,462.50	1.432	1.455
3133702E7	FHLB	04/02/2012	.750	.750	5,000,000.00	5,000,000.00	100.156250	5,007,812.50	7,812.50	.256	.255

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
3133XVW47	FHLB	03/09/2012	1.125	.886	10,000,000.00	10,040,000.00	100.187500	10,018,750.00	-21,250.00	.188	.189
3133XYVH5	FHLB 5YrNc1.5Yr	07/06/2015	1.500	1.500	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	3.386	3.515
3133XYUK9	FHLB	01/17/2012	.800	.800	35,000,000.00	35,000,000.00	100.031250	35,010,937.50	10,937.50	.046	.047
3133703Y2	FHLB	01/09/2012	.625	.625	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.025	.025
3133XYZC2	FHLB	01/13/2012	.670	.650	25,000,000.00	25,007,500.00	100.000000	25,000,000.00	-7,500.00	.035	.036
3133XYZC2	FHLB	01/13/2012	.670	.670	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	.035	.036
3133XYZC2	FHLB	01/13/2012	.670	.679	10,000,000.00	9,998,700.00	100.000000	10,000,000.00	1,300.00	.035	.036
3133XYZC2	FHLB	01/13/2012	.670	.670	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.035	.036
3133702W7	FHLB 3YrNn1.5Mo	07/12/2013	1.400	1.400	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.499	1.532
313370BJ6	FHLB	01/30/2012	.650	.570	10,000,000.00	10,011,930.00	100.031250	10,003,125.00	-8,805.00	.082	.082
313370BJ6	FHLB	01/30/2012	.650	.550	10,000,000.00	10,014,900.00	100.031250	10,003,125.00	-11,775.00	.082	.082
313370BJ6	FHLB	01/30/2012	.650	.506	5,000,000.00	5,010,650.00	100.031250	5,001,562.50	-9,087.50	.082	.082
313370TA6	FHLB 3Yr	08/28/2013	.875	.851	5,000,000.00	5,003,500.00	100.812500	5,040,625.00	37,125.00	1.647	1.660
313370TB4	FHLB 3Yr	07/29/2013	.850	.840	5,000,000.00	5,001,442.61	100.750000	5,037,500.00	36,057.39	1.559	1.578
3133706G8	FHLB	01/13/2012	.625	.420	10,000,000.00	10,027,900.80	100.000000	10,000,000.00	-27,900.80	.036	.036
3133XYZC2	FHLB	01/13/2012	.670	.425	10,000,000.00	10,032,800.00	100.000000	10,000,000.00	-32,800.00	.036	.036
3133XWKU2	FHLB 2Yr	06/08/2012	1.375	.642	10,000,000.00	10,126,900.00	100.531250	10,053,125.00	-73,775.00	.437	.438
3133706G8	FHLB	01/13/2012	.625	.455	20,000,000.00	20,045,000.00	100.000000	20,000,000.00	-45,000.00	.036	.036
313370B72	FHLB 1.5Yr	01/25/2012	.600	.385	10,000,000.00	10,028,700.00	100.031250	10,003,125.00	-25,575.00	.068	.068
3133XYZC2	FHLB	01/13/2012	.670	.375	10,000,000.00	10,038,500.00	100.000000	10,000,000.00	-38,500.00	.036	.036
3133706G8	FHLB	01/13/2012	.625	.375	15,000,000.00	15,048,794.70	100.000000	15,000,000.00	-48,794.70	.036	.036
313370ZT8	FHLB 1.5Yr	03/27/2012	.500	.500	5,000,000.00	5,000,000.00	100.093750	5,004,687.50	4,687.50	.238	.238
3133XXPV3	FHLB 2.2Yr	05/18/2012	1.125	.459	10,000,000.00	10,108,600.00	100.375000	10,037,500.00	-71,100.00	.380	.381
3133XXPV3	FHLB 2.2Yr	05/18/2012	1.125	.453	10,000,000.00	10,109,600.00	100.375000	10,037,500.00	-72,100.00	.380	.381
3133XYV58	FHLB 1.75Yr	03/30/2012	.750	.411	11,000,000.00	11,055,770.00	100.156250	11,017,187.50	-38,582.50	.246	.247
3133XWKU2	FHLB 2Yr	06/08/2012	1.375	.370	5,000,000.00	5,081,600.00	100.531250	5,026,562.50	-55,037.50	.437	.438
3133XXPV3	FHLB 2.2Yr	05/18/2012	1.125	.342	10,000,000.00	10,119,200.00	100.375000	10,037,500.00	-81,700.00	.380	.381
313371PM2	FHLB 2.6Yr	06/26/2013	.500	.590	10,000,000.00	9,976,500.00	100.218750	10,021,875.00	45,375.00	1.478	1.488
3133XXPV3	FHLB 2.2Yr	05/18/2012	1.125	.445	20,000,000.00	20,206,000.00	100.375000	20,075,000.00	-131,000.00	.380	.381
313371UC8	FHLB 3.2Yr	12/27/2013	.875	.934	10,000,000.00	9,982,000.00	100.875000	10,087,500.00	105,500.00	1.967	1.992
3133XXPV3	FHLB 2.2Yr	05/18/2012	1.125	.485	10,000,000.00	10,095,500.00	100.375000	10,037,500.00	-58,000.00	.380	.381
313372KE3	FHLB 4Yr	02/04/2015	.373	.373	15,000,000.00	15,000,000.00	100.281250	15,042,187.50	42,187.50	3.076	3.099
3133XYVC6	FHLB 5Yr	06/18/2015	.850	.359	5,000,000.00	5,091,325.00	101.531250	5,076,562.50	-14,762.50	3.416	3.466
3133XWKV0	FHLB 3Yr	03/14/2014	2.375	1.404	5,000,000.00	5,140,200.00	104.093750	5,204,687.50	64,487.50	2.131	2.203
3133736H0	FHLB 2.5Yr	09/26/2013	1.000	1.000	5,000,000.00	5,000,000.00	101.031250	5,051,562.50	51,562.50	1.713	1.740
313373AS1	FHLB 3Yr	04/29/2014	1.350	1.350	10,000,000.00	10,000,000.00	101.875000	10,187,500.00	187,500.00	2.279	2.329
3133XWBW8	FHLB 2.5Yr	05/15/2012	1.210	.422	5,000,000.00	5,044,075.00	100.406250	5,020,312.50	-23,762.50	.372	.373
313373CZ3	FHLB 3Yr	05/27/2014	1.500	1.500	5,000,000.00	5,000,000.00	102.281250	5,114,062.50	114,062.50	2.351	2.405
313373F98	FHLB 2.25Yr	08/15/2013	1.000	1.000	7,500,000.00	7,500,000.00	101.000000	7,575,000.00	75,000.00	1.599	1.625
313373JR4	FHLB 3Yr	05/28/2014	1.375	1.419	10,000,000.00	9,986,700.00	101.968750	10,196,875.00	210,175.00	2.358	2.408
313373RC8	FHLB 3.25Yr	07/30/2014	1.250	1.250	5,000,000.00	5,000,000.00	101.687500	5,084,375.00	84,375.00	2.519	2.581
313373Y22	FHLB 1Yr	05/23/2012	.250	.250	35,000,000.00	35,000,000.00	100.062500	35,021,875.00	21,875.00	.394	.395
313373Y22	FHLB 1Yr	05/23/2012	.250	.230	10,000,000.00	10,001,985.40	100.062500	10,006,250.00	4,264.60	.394	.395
3133742B5	FHLB 1Yr	05/29/2012	.230	.230	20,000,000.00	20,000,000.00	100.062500	20,012,500.00	12,500.00	.410	.411
313373S37	FHLB 2.25Yr	08/28/2013	.750	.671	5,000,000.00	5,008,850.00	100.593750	5,029,687.50	20,837.50	1.650	1.660
313373Y22	FHLB 1Yr	05/23/2012	.250	.234	5,000,000.00	5,000,800.00	100.062500	5,003,125.00	2,325.00	.394	.395
313373Y22	FHLB 1Yr	05/23/2012	.250	.203	13,810,000.00	13,816,076.40	100.062500	13,818,631.25	2,554.85	.394	.395
3133XXPV3	FHLB 1Yr	05/18/2012	1.125	.213	7,000,000.00	7,058,783.69	100.375000	7,026,250.00	-32,533.69	.380	.381
313374EY2	FHLB 1Yr	06/20/2012	.250	.250	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.470	.471
313374EY2	FHLB 1Yr	06/20/2012	.250	.250	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.470	.471
313374EY2	FHLB 1Yr	06/20/2012	.250	.250	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.470	.471
313374EY2	FHLB 1Yr	06/20/2012	.250	.250	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.470	.471
313374EY2	FHLB 1Yr	06/20/2012	.250	.250	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.470	.471
3133747C8	FHLB 3YrNc1YrE	06/20/2014	1.000	1.000	5,990,000.00	5,990,000.00	100.250000	6,004,975.00	14,975.00	2.433	2.471
313374A83	FHLB 2YrNc6MoA	06/28/2013	.650	.650	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	1.482	1.493
313374AG5	FHLB 2YrNc3MoA	06/28/2013	.650	.650	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.482	1.493
313374EV8	FHLB 2YrNc1YrB	06/28/2013	.600	.600	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.483	1.493
313374FU9	FHLB 3Yr	07/07/2014	.910	.910	10,000,000.00	10,000,000.00	100.843750	10,084,375.00	84,375.00	2.472	2.518
313374L57	FHLB 1YrNc3MoB	07/27/2012	.375	.375	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.570	.573
313374L57	FHLB 1YrNc3MoB	07/27/2012	.375	.375	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.570	.573
313374KV1	FHLB 1YrNc3MoB	07/25/2012	.350	.360	5,000,000.00	4,999,500.00	100.000000	5,000,000.00	500.00	.565	.567
313374N63	FHLB 2Yr	05/30/2013	.500	.500	10,000,000.00	10,000,000.00	100.218750	10,021,875.00	21,875.00	1.407	1.414
313374L81	FHLB 1Yr	07/06/2012	.270	.270	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.513	.515

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
313374L81	FHLB 1Yr	07/06/2012	.270	.270	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	.513	.515
313374JY7	FHLB 2.5YrNc6MoB	01/13/2014	.500	.571	5,025,000.00	5,016,206.25	100.000000	5,025,000.00	8,793.75	2.015	2.038
3133XXPV3	FHLB 1Yr	05/18/2012	1.125	.223	5,000,000.00	5,038,900.00	100.375000	5,018,750.00	-20,150.00	.380	.381
313374QD5	FHLB 7Mo	02/15/2012	.130	.154	8,000,000.00	7,998,900.96	100.000000	8,000,000.00	1,099.04	.126	.126
3133XXPV3	FHLB 1Yr	05/18/2012	1.125	.214	10,000,000.00	10,078,600.00	100.375000	10,037,500.00	-41,100.00	.380	.381
313374SV3	FHLB 1Yr	07/30/2012	.250	.255	5,000,000.00	4,999,750.00	100.000000	5,000,000.00	250.00	.579	.581
313374SU5	FHLB 1YrNc3MoB	08/10/2012	.350	.350	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	.606	.611
313374SV3	FHLB 1Yr	07/30/2012	.250	.250	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.579	.581
313374SV3	FHLB 1Yr	07/30/2012	.250	.264	5,000,000.00	4,999,274.10	100.000000	5,000,000.00	725.90	.579	.581
313374SU5	FHLB 1YrNc3MoB	08/10/2012	.350	.350	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.606	.611
313374SU5	FHLB 1YrNc3MoB	08/10/2012	.350	.350	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.606	.611
313374YB0	FHLB 1Yr	07/25/2012	.250	.274	10,000,000.00	9,997,573.00	100.031250	10,003,125.00	5,552.00	.565	.567
313374Y61	FHLB 2Yr	08/28/2013	.500	.567	10,000,000.00	9,986,100.00	100.187500	10,018,750.00	32,650.00	1.655	1.660
313374ZJ2	FHLB 1.5YrNc3MoB	02/08/2013	.500	.500	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.096	1.110
313374ZF0	FHLB 5YrNc3MoB	07/27/2016	1.250	1.250	5,000,000.00	5,000,000.00	100.062500	5,003,125.00	3,125.00	4.407	4.575
3133XYWB7	FHLB 1.75Yr	08/22/2012	.875	.311	10,000,000.00	10,059,900.00	100.406250	10,040,625.00	-19,275.00	.639	.644
3133755F0	FHLB 1Yr	07/30/2012	.250	.304	20,000,000.00	19,989,319.60	100.000000	20,000,000.00	10,680.40	.579	.581
3133755W3	FHLB 2YrNc3MoB	08/23/2013	.700	.700	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.628	1.647
3133755W3	FHLB 2YrNc3MoB	08/23/2013	.700	.700	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.628	1.647
3133755W3	FHLB 2YrNc3MoB	08/23/2013	.700	.700	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	1.628	1.647
3133756E2	FHLB 1Yr	08/24/2012	.310	.310	20,000,000.00	20,000,000.00	100.062500	20,012,500.00	12,500.00	.645	.649
3133756E2	FHLB 1Yr	08/24/2012	.310	.259	16,700,000.00	16,708,491.95	100.062500	16,710,437.50	1,945.55	.646	.649
313375AH0	FHLB 1Yr	08/08/2012	.125	.241	9,000,000.00	8,989,650.00	99.937500	8,994,375.00	4,725.00	.602	.605
313375B61	FHLB 9Mo	05/11/2012	.200	.223	15,000,000.00	14,997,396.00	100.031250	15,004,687.50	7,291.50	.361	.362
313375BN6	FHLB 1Yr	08/16/2012	.200	.200	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	.624	.627
313375BT3	FHLB 1YrNc6MoE	09/07/2012	.280	.280	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.682	.688
313375D61	FHLB 1YrNc3MoE	09/10/2012	.350	.350	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.690	.696
313375D38	FHLB 1YrNc6MoE	09/11/2012	.300	.300	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	.693	.699
313375D38	FHLB 1YrNc6MoE	09/11/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.693	.699
313375D38	FHLB 1YrNc6MoE	09/11/2012	.300	.300	15,000,000.00	15,000,000.00	100.031250	15,004,687.50	4,687.50	.693	.699
313375CR6	FHLB 1YrNc6MoE	09/10/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.690	.696
313375DH7	FHLB 1YrNc6MoE	09/12/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.695	.701
313374UA6	FHLB 11Mo	07/16/2012	.260	.183	5,040,000.00	5,043,528.00	100.031250	5,041,575.00	-1,953.00	.541	.542
313375C62	FHLB 9Mo	05/15/2012	.130	.172	25,000,000.00	24,992,250.00	100.000000	25,000,000.00	7,750.00	.372	.373
313375FN2	FHLB 1Yr	09/14/2012	.240	.240	30,000,000.00	30,000,000.00	100.000000	30,000,000.00	0.00	.701	.707
313375GV3	FHLB 5YrNc3MoB	09/21/2016	1.000	1.000	7,500,000.00	7,500,000.00	100.093750	7,507,031.25	7,031.25	4.589	4.729
313375EU7	FHLB 10Mo	06/07/2012	.160	.203	28,000,000.00	27,990,480.00	100.000000	28,000,000.00	9,520.00	.435	.436
313375JU2	FHLB 18MoNc6MoB	03/15/2013	.250	.250	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.202	1.205
313375KR7	FHLB 9Mo	06/07/2012	.150	.188	5,000,000.00	4,998,586.70	100.000000	5,000,000.00	1,413.30	.435	.436
313374VY3	FHLB 1.5Yr	01/29/2013	.375	.250	5,000,000.00	5,008,800.00	100.093750	5,004,687.50	-4,112.50	1.074	1.082
313375KR7	FHLB 9Mo	06/07/2012	.150	.193	10,000,000.00	9,996,800.00	100.000000	10,000,000.00	3,200.00	.435	.436
313375LY1	FHLB 1YrNc6MoE	09/28/2012	.300	.300	15,000,000.00	15,000,000.00	100.031250	15,004,687.50	4,687.50	.740	.745
313375JZ1	FHLB 5YrNc3MoB	09/23/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.594	4.734
313375C70	FHLB 1Yr	08/22/2012	.160	.203	10,000,000.00	9,995,800.00	99.937500	9,993,750.00	-2,050.00	.640	.644
313375MR5	FHLB 1YrNc3MoB	09/28/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.740	.745
313375MR5	FHLB 1YrNc3MoB	09/28/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.740	.745
313375LH8	FHLB 1.5YrNc6MoB	03/28/2013	.250	.250	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.238	1.241
313375PE1	FHLB 1YrNc3MoB	09/28/2012	.300	.300	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.740	.745
313375M53	FHLB 1.5YrNc3MoB	03/27/2013	.375	.392	10,000,000.00	9,997,500.00	99.937500	9,993,750.00	-3,750.00	1.234	1.238
313375PA9	FHLB 5YrNc3MoB	09/29/2016	1.000	1.000	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	4.611	4.751
313375RP4	FHLB 1Yr	09/19/2012	.125	.215	5,000,000.00	4,995,500.00	99.906250	4,995,312.50	-187.50	.716	.721
313375QV6	FHLB 1YrNc3MoB	09/28/2012	.310	.310	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.740	.745
313375UB1	FHLB 1YrNc3MoB	10/19/2012	.340	.340	25,000,000.00	25,000,000.00	100.000000	25,000,000.00	0.00	.798	.803
313374FO8	FHLB 1YrNc3MoB	07/17/2012	.350	.303	5,000,000.00	5,001,890.00	100.000000	5,000,000.00	-1,890.00	.543	.545
313374FH8	FHLB 1YrNc6MoB	07/16/2012	.330	.274	5,000,000.00	5,002,230.00	100.031250	5,001,562.50	-667.50	.540	.542
313374VY3	FHLB 1.2Yr	01/29/2013	.375	.315	20,000,000.00	20,015,866.20	100.093750	20,018,750.00	2,883.80	1.073	1.082
313374VY3	FHLB 1.2Yr	01/29/2013	.375	.310	7,750,000.00	7,756,634.00	100.093750	7,757,265.63	631.63	1.073	1.082
313375UW5	FHLB 5YrNc3MoB	10/20/2016	1.000	1.010	5,000,000.00	4,997,500.00	100.000000	5,000,000.00	2,500.00	4.669	4.808
313375WN3	FHLB 1YrNc3MoB	10/26/2012	.300	.300	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.817	.822
313375XR3	FHLB 1YrNc6MoB	10/25/2012	.330	.330	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.814	.819
313375XH5	FHLB 1Yr	10/24/2012	.230	.259	20,000,000.00	19,994,200.00	99.968750	19,993,750.00	-450.00	.812	.816
313375XD4	FHLB 1YrNc6MoB	10/25/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.815	.819
313374VY3	FHLB 1.2Yr	01/29/2013	.375	.315	10,000,000.00	10,007,870.00	100.093750	10,009,375.00	1,505.00	1.073	1.082

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
313375XU6	FHLB 1YrNc1MoB	11/01/2012	.400	.400	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.831	.838
313375XR3	FHLB 1YrNc6MoB	10/25/2012	.330	.335	10,000,000.00	9,999,500.00	100.000000	10,000,000.00	500.00	.814	.819
313375X51	FHLB 1Yr	10/24/2012	.220	.220	15,000,000.00	15,000,000.00	99.968750	14,995,312.50	-4,687.50	.812	.816
313375XD4	FHLB 1YrNc6MoB	10/25/2012	.300	.300	20,000,000.00	20,000,000.00	100.031250	20,006,250.00	6,250.00	.815	.819
3133762E4	FHLB 1YrNc2MoB	12/07/2012	.400	.400	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.930	.937
313375R33	FHLB 1YrNc3MoE	10/03/2012	.350	.350	8,000,000.00	8,000,000.00	100.093750	8,007,500.00	7,500.00	.753	.759
3133763R4	FHLB 1YrNc1MoB	11/16/2012	.330	.330	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.873	.879
3133764H5	FHLB 1YrNc6MoE	11/16/2012	.350	.350	15,000,000.00	15,000,000.00	100.062500	15,009,375.00	9,375.00	.873	.879
3133764J1	FHLB 1YrNc3MoE	11/16/2012	.350	.350	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.873	.879
3133764Z5	FHLB 1YrNc3MoB	11/19/2012	.305	.305	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.881	.888
3133763S2	FHLB 1YrNc3MoB	10/26/2012	.300	.300	8,000,000.00	8,000,000.00	100.000000	8,000,000.00	0.00	.817	.822
3133765E1	FHLB 13MoNc3MoB	11/16/2012	.300	.300	30,000,000.00	30,000,000.00	100.000000	30,000,000.00	0.00	.873	.879
3133767C3	FHLB 1Yr	11/07/2012	.200	.203	5,000,000.00	4,999,830.00	99.968750	4,998,437.50	-1,392.50	.849	.855
313376A70	FHLB 1YrNc6MoB	11/23/2012	.320	.320	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	.892	.899
313376A54	FHLB 1YrNc3MoB	11/26/2012	.350	.350	20,000,000.00	20,000,000.00	100.031250	20,006,250.00	6,250.00	.900	.907
313376A47	FHLB 2Yr	11/29/2013	.450	.470	5,000,000.00	4,997,944.55	100.031250	5,001,562.50	3,617.95	1.900	1.915
313376AR6	FHLB 1YrNc6MoB	11/23/2012	.320	.320	5,000,000.00	5,000,000.00	100.031250	5,001,562.50	1,562.50	.892	.899
313376BU8	FHLB 1Yr	11/15/2012	.200	.213	20,000,000.00	19,997,400.00	99.937500	19,987,500.00	-9,900.00	.871	.877
313376C7	FHLB 1.25YrNc6MoB	01/17/2013	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.041	1.049
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.343	10,000,000.00	9,999,500.00	100.000000	10,000,000.00	500.00	1.384	1.389
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.343	10,000,000.00	9,999,500.00	100.000000	10,000,000.00	500.00	1.384	1.389
313376ED3	FHLB 1YrNc6MoB	12/07/2012	.300	.300	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	.931	.937
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.340	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	1.384	1.389
313376DW2	FHLB 1Yr	11/29/2012	.200	.203	5,000,000.00	4,999,850.00	99.937500	4,996,875.00	-2,975.00	.910	.915
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.340	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	1.384	1.389
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.340	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.384	1.389
313376CW3	FHLB 1.5Yr	05/21/2013	.340	.340	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	1.384	1.389
313376DL6	FHLB 13Mo3MoB	12/07/2012	.280	.280	5,000,000.00	5,000,000.00	100.000000	5,000,000.00	0.00	.931	.937
313376DL6	FHLB 13Mo3MoB	12/07/2012	.280	.280	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	.931	.937
313376DE2	FHLB 1.5Yr	05/28/2013	.310	.310	15,000,000.00	15,000,000.00	99.937500	14,990,625.00	-9,375.00	1.404	1.408
313376G33	FHLB 13MoNc6MoB	01/07/2013	.325	.325	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.013	1.022
313376G33	FHLB 13Mo6MoNcB	01/07/2013	.325	.325	15,000,000.00	15,000,000.00	100.031250	15,004,687.50	4,687.50	1.013	1.022
313376D85	FHLB 18Mo	05/16/2013	.340	.340	15,000,000.00	15,000,000.00	100.000000	15,000,000.00	0.00	1.370	1.375
313376G33	FHLB 13MoNc6MoB	01/07/2013	.325	.325	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.013	1.022
313376GK5	FHLB 1.5Yr	06/03/2013	.320	.320	15,000,000.00	15,000,000.00	99.968750	14,995,312.50	-4,687.50	1.419	1.425
313376HD0	FHLB 1YrNc6MoB	12/17/2012	.300	.300	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	.959	.964
313376C86	FHLB 1.5Yr	05/07/2013	.300	.340	10,000,000.00	9,994,300.00	99.968750	9,996,875.00	2,575.00	1.345	1.351
313376JE6	FHLB 1.5Yr	05/30/2013	.375	.375	15,000,000.00	15,000,000.00	100.031250	15,004,687.50	4,687.50	1.408	1.414
313376JD8	FHLB 1Yr	01/11/2013	.210	.249	25,000,000.00	24,989,425.00	99.937500	24,984,375.00	-5,050.00	1.025	1.033
313376J55	FHLB 1.5Yr	07/09/2013	.375	.375	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.516	1.523
313376JY2	FHLB 1.5Yr	06/19/2013	.400	.400	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.461	1.468
313376J55	FHLB 1.5Yr	07/09/2013	.375	.375	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.516	1.523
313376JD8	FHLB 1Yr	01/11/2013	.210	.244	10,000,000.00	9,996,359.34	99.937500	9,993,750.00	-2,609.34	1.025	1.033
313376JV8	FHLB 1YrNc1MoB	12/13/2012	.400	.400	10,000,000.00	10,000,000.00	99.937500	9,993,750.00	-6,250.00	.947	.953
313376KJ3	FHLB 18Mo	06/21/2013	.400	.400	10,000,000.00	10,000,000.00	100.031250	10,003,125.00	3,125.00	1.466	1.474
313376JD8	FHLB 1Yr	01/11/2013	.210	.239	10,000,000.00	9,996,900.00	99.937500	9,993,750.00	-3,150.00	1.025	1.033
313376JD8	FHLB 1Yr	01/11/2013	.210	.214	5,000,000.00	4,999,800.00	99.937500	4,996,875.00	-2,925.00	1.025	1.033
313376KJ3	FHLB 18Mo	06/21/2013	.400	.380	10,000,000.00	10,002,988.60	100.031250	10,003,125.00	136.40	1.466	1.474
313376GT6	FHLB 1.5Yr	05/30/2013	.350	.344	15,000,000.00	15,001,381.80	100.000000	15,000,000.00	-1,381.80	1.409	1.414
313376LH6	FHLB 18MoNc3MoB	06/28/2013	.400	.400	10,000,000.00	10,000,000.00	100.000000	10,000,000.00	0.00	1.486	1.493
313376GT6	FHLB 1.5Yr	05/30/2013	.350	.344	15,000,000.00	15,001,350.00	100.000000	15,000,000.00	-1,350.00	1.409	1.414
313376JD8	FHLB 1Yr	01/11/2013	.210	.229	10,000,000.00	9,998,000.00	99.937500	9,993,750.00	-4,250.00	1.025	1.033
313376JD8	FHLB 1Yr	01/11/2013	.210	.210	10,000,000.00	10,000,000.00	99.937500	9,993,750.00	-6,250.00	1.025	1.033
313376KJ3	FHLB 1.5Yr	06/21/2013	.400	.348	15,000,000.00	15,011,550.00	100.031250	15,004,687.50	-6,862.50	1.467	1.474
313376JD8	FHLB 1Yr	01/11/2013	.210	.215	15,000,000.00	14,999,250.00	99.937500	14,990,625.00	-8,625.00	1.025	1.033
313376LH6	FHLB 1.5YrNc3MoB	06/28/2013	.400	.400	9,000,000.00	9,000,000.00	100.000000	9,000,000.00	0.00	1.486	1.493
313376KJ3	FHLB 1.5Yr	06/21/2013	.400	.371	8,000,000.00	8,003,520.00	100.031250	8,002,500.00	-1,020.00	1.467	1.474
313376LR4	FHLB 1Yr	12/13/2012	.200	.208	10,000,000.00	9,999,200.00	99.937500	9,993,750.00	-5,450.00	.949	.953
313376G58	FHLB 1Yr	12/28/2012	.200	.203	10,000,000.00	9,999,700.00	99.937500	9,993,750.00	-5,950.00	.990	.995

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
313376G66	FHLB 13Mo	12/21/2012	.190	.198	10,000,000.00	9,999,168.10	99.937500	9,993,750.00	-5,418.10	.971	.975
313374VY3	FHLB 13Mo	01/29/2013	.375	.203	10,355,000.00	10,375,399.35	100.093750	10,364,707.81	-10,691.54	1.074	1.082
313376GT6	FHLB 1.5Yr	05/30/2013	.350	.330	5,000,000.00	5,001,450.00	100.000000	5,000,000.00	-1,450.00	1.409	1.414
313375QX8	FHLB 9Mo	09/26/2012	.240	.153	18,000,000.00	18,012,582.00	100.000000	18,000,000.00	-12,582.00	.735	.740
313376BE4	FHLB 9Mo	09/10/2012	.140	.143	7,000,000.00	6,999,839.00	99.937500	6,995,625.00	-4,214.00	.691	.696
313376KL8	FHLB 1.5Yr	06/21/2013	.400	.361	10,000,000.00	10,005,900.00	100.062500	10,006,250.00	350.00	1.467	1.474
313376ML6	FHLB 1YrNc6MoB	12/28/2012	.250	.250	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	.990	.995
313376MA0	FHLB 13MoNc9MoE	01/08/2013	.250	.250	15,000,000.00	15,000,000.00	99.968750	14,995,312.50	-4,687.50	1.016	1.025
313375FJ1	FHLB 8Mo	08/24/2012	.220	.147	10,000,000.00	10,005,140.00	100.000000	10,000,000.00	-5,140.00	.646	.649
313375FJ1	FHLB 8Mo	08/24/2012	.220	.147	15,000,000.00	15,007,710.00	100.000000	15,000,000.00	-7,710.00	.646	.649
313376MK8	FHLB 1YrNc3MoB	01/08/2013	.300	.300	25,000,000.00	25,000,000.00	99.968750	24,992,187.50	-7,812.50	1.016	1.025
313376MP7	FHLB 1Yr	01/03/2013	.210	.210	10,000,000.00	10,000,000.00	99.937500	9,993,750.00	-6,250.00	1.003	1.011
313376D36	FHLB 1.5Yr	05/16/2013	.300	.290	10,000,000.00	10,001,400.00	99.937500	9,993,750.00	-7,650.00	1.371	1.375
313376ML6	FHLB 1YrNc6MoB	12/28/2012	.250	.250	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	.990	.995
313376MP7	FHLB 1Yr	01/03/2013	.210	.204	5,000,000.00	5,000,330.00	99.937500	4,996,875.00	-3,455.00	1.003	1.011
313376ML6	FHLB 1YrNc6MoB	12/28/2012	.250	.250	10,000,000.00	10,000,000.00	99.968750	9,996,875.00	-3,125.00	.990	.995
313376MP7	FHLB 1Yr	01/03/2013	.210	.204	5,000,000.00	5,000,330.00	99.937500	4,996,875.00	-3,455.00	1.003	1.011
			.452	.397	2,210,670,000.00	2,212,584,528.10	100.109763	2,213,096,498.44	511,970.34	.924	.933
FFCB DISC NOTES											
313312UR9	FFCB DISC NOTE	03/23/2012	.270	.271	25,000,000.00	24,934,000.00	100.000000	25,000,000.00	66,000.00	.227	.227
313312WG1	FFCB DISC NOTE	05/01/2012	.240	.241	7,000,000.00	6,983,013.33	100.000000	7,000,000.00	16,986.67	.333	.334
			.263	.264	32,000,000.00	31,917,013.33	100.000000	32,000,000.00	82,986.67	.250	.250
FFCB BONDS											
31331GNO8	FFCB	04/24/2012	2.250	1.762	5,000,000.00	5,066,900.00	100.656250	5,032,812.50	-34,087.50	.312	.315
31331GYP8	FFCB 3Yr	06/18/2012	2.125	2.210	5,000,000.00	4,988,000.00	100.875000	5,043,750.00	55,750.00	.460	.466
31331GYP8	FFCB 3Yr	06/18/2012	2.125	2.210	3,000,000.00	2,992,800.00	100.875000	3,026,250.00	33,450.00	.460	.466
31331GYP8	FFCB 3Yr	06/18/2012	2.125	1.374	8,500,000.00	8,637,785.00	100.875000	8,574,375.00	-63,410.00	.462	.466
31331JQU0	FFCB 3Yr	06/03/2013	1.600	.752	10,000,000.00	10,211,890.00	101.781250	10,178,125.00	-33,765.00	1.405	1.425
31331JY56	FFCB 2Yr	11/02/2012	.400	.540	10,000,000.00	9,972,900.00	100.125000	10,012,500.00	39,600.00	.833	.841
31331J6A6	FFCB 3Yr	12/23/2013	1.300	1.300	5,000,000.00	5,000,000.00	101.718750	5,085,937.50	85,937.50	1.946	1.981
31331J6A6	FFCB 3Yr	12/23/2013	1.300	1.300	5,000,000.00	5,000,000.00	101.718750	5,085,937.50	85,937.50	1.946	1.981
31331J7A5	FFCB 1.5Yr	07/10/2012	.500	.500	10,000,000.00	10,000,000.00	100.156250	10,015,625.00	15,625.00	.522	.526
31331J7A5	FFCB 1.5Yr	07/10/2012	.500	.500	9,205,000.00	9,205,000.00	100.156250	9,219,382.81	14,382.81	.522	.526
31331J6A6	FFCB 3Yr	12/23/2013	1.300	1.184	5,000,000.00	5,015,550.00	101.718750	5,085,937.50	70,387.50	1.947	1.981
31331KET3	FFCB 2.5Yr	09/23/2013	.980	1.029	10,000,000.00	9,988,000.00	101.031250	10,103,125.00	115,125.00	1.704	1.732
31331KGN4	FFCB 3Yr	04/07/2014	1.400	1.400	10,000,000.00	10,000,000.00	102.000000	10,200,000.00	200,000.00	2.217	2.268
31331KHV5	FFCB 5Yr	04/20/2016	.355	.366	10,000,000.00	9,995,000.00	100.125000	10,012,500.00	17,500.00	4.275	4.307
31331KKT6	FFCB 1Yr	05/16/2012	.210	.224	25,000,000.00	24,996,600.00	100.031250	25,007,812.50	11,212.50	.375	.375
31331KEV8	FFCB 1Yr	06/22/2012	.290	.244	5,000,000.00	5,002,450.00	100.062500	5,003,125.00	675.00	.476	.477
31331KNH9	FFCB 1Yr	06/13/2012	.240	.240	20,000,000.00	20,000,000.00	100.031250	20,006,250.00	6,250.00	.451	.452
31331KPC8	FFCB 2.2Yr	08/20/2012	.250	.250	20,000,000.00	20,000,000.00	100.000000	20,000,000.00	0.00	.635	.638
31331KQU7	FFCB 1.5Yr	01/07/2013	.400	.400	5,000,000.00	5,000,000.00	100.125000	5,006,250.00	6,250.00	1.012	1.022
31331KPD6	FFCB 2.5Yr	11/20/2013	.625	.700	5,000,000.00	4,991,100.00	100.406250	5,020,312.50	29,212.50	1.870	1.890
31331KML1	FFCB 1Yr	06/01/2012	.210	.213	5,000,000.00	4,999,850.00	100.031250	5,001,562.50	1,712.50	.418	.419
31331KMM9	FFCB 1.5Yr	12/03/2012	.350	.376	10,000,000.00	9,996,600.00	100.093750	10,009,375.00	12,775.00	.920	.926
31331KMM9	FFCB 1.5Yr	12/03/2012	.350	.340	5,000,000.00	5,000,650.00	100.093750	5,004,687.50	4,037.50	.920	.926
31331KUW8	FFCB 2.25YrNc3MoA	11/18/2013	.500	.522	5,000,000.00	4,997,500.00	100.000000	5,000,000.00	2,500.00	1.868	1.885
31331KWN6	FFCB 18MoNc3MoA	02/25/2013	.350	.383	5,000,000.00	4,997,500.00	100.000000	5,000,000.00	2,500.00	1.145	1.156
31331KZJ2	FFCB 2Yr	09/23/2013	.350	.400	10,000,000.00	9,990,100.00	99.937500	9,993,750.00	3,650.00	1.719	1.732
31331KB82	FFCB 2Yr	10/03/2013	.350	.400	5,000,000.00	4,995,050.00	99.937500	4,996,875.00	1,825.00	1.747	1.759
31331KZK9	FFCB 1.25Yr	11/23/2012	.240	.254	5,000,000.00	4,999,200.00	99.968750	4,998,437.50	-762.50	.893	.899
31331KK74	FFCB 3YrNc1YrA	11/07/2014	.850	.850	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	2.807	2.855
31331KK74	FFCB 3YrNc1YrA	11/07/2014	.850	.850	5,000,000.00	5,000,000.00	100.250000	5,012,500.00	12,500.00	2.807	2.855
			.691	.639	245,705,000.00	246,040,425.00	100.425183	246,749,695.31	709,270.31	1.182	1.195

Month End Portfolio Holdings

CUSIP	Description	Maturity Date	Coupon	Yield To Mat	Par Value	Book Value	Market Price	Market Value	Unrealized Gain/Loss	Modified Duration	Years To Maturity
FMAC DISC NOTES											
31315KWW6	FMAC DISC NOTE	05/15/2012	.210	.210	25,000,000.00	24,946,770.83	100.000000	25,000,000.00	53,229.17	.372	.373
31315KXU9	FMAC DISC NOTE	06/06/2012	.210	.210	20,000,000.00	19,957,416.67	100.000000	20,000,000.00	42,583.33	.432	.433
31315KYT1	FMAC DISC NOTE	06/29/2012	.220	.220	20,000,000.00	19,955,511.11	100.000000	20,000,000.00	44,488.89	.494	.496
31315KZFO	FMAC DISC NOTE	07/11/2012	.210	.210	8,000,000.00	7,982,966.67	99.968750	7,997,500.00	14,533.33	.527	.529
31315KYW4	FMAC DISC NOTE	07/02/2012	.210	.210	50,000,000.00	49,908,416.67	99.968750	49,984,375.00	75,958.33	.503	.504
			.212	.212	123,000,000.00	122,751,081.95	99.985264	122,981,875.00	230,793.05	.465	.466
FARMER MAC											
31315PVU0	FARMER MAC GTD	05/10/2013	.760	.760	5,000,000.00	5,000,000.00	100.312500	5,015,625.00	15,625.00	1.348	1.359
31315PVU0	FARMER MAC GTD	05/10/2013	.760	.760	5,000,000.00	5,000,000.00	100.312500	5,015,625.00	15,625.00	1.348	1.359
31315PVU0	FARMER MAC GTD	05/10/2013	.760	.750	12,500,000.00	12,502,375.00	100.312500	12,539,062.50	36,687.50	1.348	1.359
31315PSH3	FARMER MAC GTD	04/25/2013	.400	.400	15,000,000.00	15,000,000.00	100.093750	15,014,062.50	14,062.50	1.313	1.318
			.616	.613	37,500,000.00	37,502,375.00	100.225000	37,584,375.00	82,000.00	1.334	1.343
MUNI BONDS											
20775BND4	CT HFA	05/15/2012	2.180	2.180	850,000.00	850,000.00	100.000000	850,000.00	0.00	.368	.373
041042RK0	ARKANSAS ST	07/01/2012	1.250	1.240	1,440,000.00	1,440,273.60	100.019000	1,440,273.60	0.00	.497	.501
93974CWW6	WASHINGTON ST	02/01/2012	.630	.630	9,960,000.00	9,960,000.00	100.000000	9,960,000.00	0.00	.087	.088
649791EB2	STATE OF NEW YORK	09/01/2012	.650	.650	23,040,000.00	23,040,000.00	100.000000	23,040,000.00	0.00	.663	.671
801320AV4	COUNTY OF SANTA BARBARA	06/29/2012	.270	.270	25,000,000.00	25,000,000.00	100.000000	25,000,000.00	0.00	.500	.496
677521LG9	OHIO STATE GO	05/01/2013	.740	.740	5,140,000.00	5,140,000.00	100.000000	5,140,000.00	0.00	1.324	1.334
677521LH7	OHIO STATE GO	05/01/2014	1.190	1.190	2,000,000.00	2,000,000.00	100.000000	2,000,000.00	0.00	2.293	2.334
880541QG5	STATE OF TENNESSEE	08/01/2012	.500	.301	6,265,000.00	6,274,522.80	100.152000	6,274,522.80	0.00	.582	.586
646039TR8	NEW JERSEY ST TRAN	06/21/2012	2.000	.250	25,000,000.00	25,225,750.00	100.903000	25,225,750.00	0.00	.470	.474
			.922	.465	98,695,000.00	98,930,546.40	100.238661	98,930,546.40	0.00	.572	.575
COMM PAPER											
36959HC62	GE CAPITAL CORP	03/06/2012	.330	.331	35,000,000.00	34,941,929.17	99.927778	34,974,722.22	32,793.05	.180	.181
36959HD46	GE CAPITAL CORP	04/04/2012	.350	.351	30,000,000.00	29,946,625.00	99.864222	29,959,266.67	12,641.67	.259	.260
36959HEFO	GE CAPITAL CORP	05/15/2012	.380	.381	50,000,000.00	49,894,444.44	99.778750	49,889,375.00	-5,069.44	.371	.373
			.357	.358	115,000,000.00	114,782,998.61	99.846403	114,823,363.89	40,365.28	.284	.285
NCDS											
78009NAO9	ROYAL BANK OF CANADA	02/27/2012	.180	.180	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.159	.159
78009NAV8	ROYAL BANK OF CANADA	03/05/2012	.180	.180	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.178	.178
78009NBD7	ROYAL BANK OF CANADA	04/16/2012	.220	.220	50,000,000.00	50,000,000.00	100.000000	50,000,000.00	0.00	.292	.293
			.193	.193	150,000,000.00	150,000,000.00	100.000000	150,000,000.00	0.00	.210	.210
Grand Total											
			.598	.529	5,440,556,000.00	5,444,673,580.47	100.138768	5,448,105,732.50	3,432,152.02	1.282	1.303

1. The market value and yield of short-term money market securities are based on purchase price.
2. Average life is the number of years until principal is returned at maturity, weighted by market value.
3. Local Agency Obligations have variable rate coupons, spread to Pool.
4. Modified Duration. The percentage price change of a security for a given change in yield.
The higher the modified duration of a security, the higher the risk.

FULL *Compliance:* The Treasurer's Pooled Investment Fund was in **FULL COMPLIANCE** with the Treasurer's Statement of Investment Policy. The County's Investment Policy is more restrictive than the California Government Code. This policy is reviewed annually by the County's Investment Oversight Committee and approved by the County Board of Supervisors.



Investment Category	GOVERNMENT CODE			COUNTY INVESTMENT POLICY			Actual Riverside Portfolio %
	Maximum Maturity	Authorized % Limit	Quality S&P/ Moody's	Maximum Maturity	Authorized % Limit	Quality S&P/ Moody's	
MUNICIPAL BONDS (MUNI)	5 YEARS	NO LIMIT	NA	3 YEARS	15%	AA-/Aa3/AA-	1.81%
U.S. TREASURIES	5 YEARS	NO LIMIT	NA	5 YEARS	100%	NA	5.79%
LOCAL AGENCY OBLIGATIONS (LAO)	5 YEARS	NO LIMIT	NA	3 YEARS	2.5%	INVESTMENT GRADE	0.01%
FEDERAL AGENCIES	5 YEARS	NO LIMIT	AAA	5 YEARS	100%	NA	85.40%
COMMERCIAL PAPER (CP)	270 DAYS	40%	A1/P1	270 DAYS	40%	A1/P1/F1	2.11%
CERTIFICATE & TIME DEPOSITS (NCD & TCD)	5 YEARS	30%	NA	1 YEAR	25% Combined	A1/P1/F1	2.76%
REPURCHASE AGREEMENTS (REPO)	1 YEARS	NO LIMIT	NA	45 DAYS	40% max, 25% in term repo over 7 days	A1/P1/F1	0.00%
REVERSE REPOS	92 DAYS	20%	NA	60 DAYS	10%	NA	0.00%
MEDIUM TERM NOTES (MTNO)	5 YEARS	30%	A	3 YEARS	20%	AA/Aa2/AA	0.00%
CALTRUST SHORT TERM FUND	NA	NA	NA	DAILY LIQUIDITY	1.0%	NA	0.99%
MONEY MARKET MUTUAL FUNDS (MMF)	60 DAYS ⁽¹⁾	20%	AAA/Aaa ⁽²⁾	DAILY LIQUIDITY	20%	AAA by 2 Of 3 RATINGS AGC.	0.11%
LOCAL AGENCY INVESTMENT FUND (LAIF)	NA	NA	NA	DAILY LIQUIDITY	Max \$50 million	NA	0.92%
CASH/DEPOSIT ACCOUNT	NA	NA	NA	NA	NA	NA	0.10%

¹ Mutual Funds maturity may be interpreted as weighted average maturity not exceeding 60 days.



County of Riverside
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4080 Lemon Street, 4th Floor
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(951) 955-3967

THIS COMPLETES THE REPORT REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE 53646

**Board Meeting Agenda
February 21, 2012**

Topic: Donation of E-Waste Equipment

Presented by: John Schreck, Manager, Warehouse

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: From time to time, the District conducts a sale of discarded equipment to dispose of items that are surplus or obsolete.

DESCRIPTION OF AGENDA ITEM:

In accordance with the California Education Code, Section 17545, approval is requested for the disposal of surplus equipment.

The equipment on the attached list has been withdrawn from various sites and declared surplus. Typically the items are considered surplus when they either become uneconomical to repair or obsolete.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education declare the equipment on the attached list surplus and authorize the Warehouse Manager to dispose of these items per District policy.

ADDITIONAL MATERIAL: February 2012 E-Waste List

Attached: Yes

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
1	90073	33860861	Computer, Laptop	Discard	156
2	100592	36644019	Computer, Laptop	Discard	156
3	10482	39125883	Computer, Laptop	Discard	156
4	73242	15009A558649	Gateway 2000	Discard	106
5	73290	7632689	OH Projector, Buhl	Discard	106
6	74669	MY8AG150ZX	Hewlett Packard Desk jet 720C	Discard	106
7	79117	0015476527	Computer, Gateway E-3200	Discard	106
8	79468	15017A232012	Monitor, Gateway EV-500	Discard	106
9	79551	15017A235667	Monitor, Gateway EV-500	Discard	106
10	80768	0016616072	Computer, Gateway E-3200	Discard	106
11	80824	15017A332210	Monitor, Gateway EV-500	Discard	106
12	81661	0018263645	Computer, Gateway E-3200	Discard	106
13	81662	0018263644	Computer, Gateway E-3200	Discard	106
14	81663	150176012972	Monitor, Gateway EV-500	Discard	106
15	81666	150176012975	Monitor, Gateway EV-500	Discard	106
16	35861	0013156947	Computer, Gateway E-3200	Discard	106
17	35864	0013156991	Computer, Gateway E-3200	Discard	106
18	74719	0012155305	Computer, Gateway E-4200	Discard	106
19	74720	0012155310	Computer, Gateway E-4200	Discard	106
20	75532	0013352825	Computer, Gateway E-3200	Discard	106
21	78792	0014639286	Computer, Gateway E-4200	Discard	106
22	79859	0016102404	Computer, Gateway E-3200	Discard	106
23	79860	0016102359	Computer, Gateway E-3200	Discard	106
24	35863	0013156972	Computer, Gateway E-3200	Discard	106
25	36113	SG9111W046	Hewlett Packard Desk jet 880C	Discard	106
26	35911	15009AA8845	Computer, Monitor, Gateway EV500	Discard	106
27	N/A	US9125535	Computer, HP Vectra VL	Discard	106
28	N/A	US90909038	Computer, HP Vectra VL	Discard	106
29	N/A	6937CNSD0253	Computer, Compaq	Discard	106
30	N/A	0018209976	Computer, Gateway E-3200	Discard	106
31	N/A	6937CNSDO933	Computer, Compaq Desk Pro	Discard	106
32	N/A	6937CNSDO232	Computer, Compaq Desk Pro	Discard	106
33	N/A	6937CNSDO334	Computer, Compaq Desk Pro	Discard	106
34	N/A	6937CNSD1240	Computer, Compaq Desk Pro	Discard	106
35	N/A	6937CNSDO235	Computer, Compaq Desk Pro	Discard	106
36	N/A	US91312985	Computer, HP Vectra VL	Discard	106
37	N/A	US80712506	Computer, HP Vectra VL	Discard	106

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
38	N/A	MUI7046co177947	Computer, Monitor, Gateway EV700	Discard	106
39	N/A	15017Go39078	Computer, Monitor, Gateway EV500	Discard	106
40	N/A	1745AAA38008568	KDS Visual sensations	Discard	106
41	N/A	1745AAA38008552	KDS Visual sensations	Discard	106
42	N/A	HDE2K8001526	Computer, Monitor, Gateway EV700	Discard	106
43	N/A	HDA7J8003530	Computer, Monitor, Gateway EV500	Discard	106
44	Reg.75462	V9BO22214	Computer, Monitor, Gateway VX900	Discard	106
45	REG74757	15009A906868	Computer, Monitor, Gateway EV500	Discard	106
46	REG75621	15009AA68072	Computer, Monitor, Gateway EV500	Discard	106
47	REG75622	159009AA68073	Computer, Monitor, Gateway EV500	Discard	106
48	REG76436	15009AA81926	Computer, Monitor, Gateway EV500	Discard	106
49	REG76444	15009AA81944	Computer, Monitor, Gateway EV500	Discard	106
50	REG79547	15017A234228	Computer, Monitor, Gateway EV500	Discard	106
51	REG79548	15017A235486	Computer, Monitor, Gateway EV500	Discard	106
52	REG79861	HDA7J9002204	Computer, Monitor, Gateway EV500	Discard	106
53	Sip.90423	15009AA73150	Computer, Monitor, Gateway EV500	Discard	106
54	97518	N/A	Overhead Projector, Buhl 2900	Discard	310
55	N/A	C79765	Overhead Projector, Buhl 90	Discard	310
56	87104	N/A	Computer, Laptop	Discard	108
57	93485	N/A	Computer, Laptop	Discard	108
58	93699	N/A	Computer, Tower	Discard	108
59	85451	N/A	Computer, Tower	Discard	108
60	87374	N/A	Computer, Tower	Discard	108
61	N/A	N/A	Computer, Monitor	Discard	108
62	N/A	N/A	Computer, Monitor	Discard	108
63	N/A	N/A	Computer, Monitor	Discard	108
64	N/A	N/A	Copier, Brother	Discard	108
65	N/A	N/A	Computer, HP Tower	Discard	108
66	N/A	N/A	Scanner, Opscan3	Discard	108
67	94834	33195437	Computer, CPU	Discard	499
68	93958	31479068	Computer, CPU	Discard	499
69	93995	31478089	Computer, CPU	Discard	499
70	93952	31479095	Computer, CPU	Discard	499
71	93595	32340718	Computer, CPU	Discard	499
72	94847	33195436	Computer, CPU	Discard	499
73	94128	31478120	Computer, CPU	Discard	499
74	93937	31479088	Computer, CPU	Discard	499

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
75	95188	31479018	Computer, CPU	Discard	499
76	95186	31478765	Computer, CPU	Discard	499
77	93976	31479101	Computer, CPU	Discard	499
78	94831	33195443	Computer, CPU	Discard	499
79	93961	31479083	Computer, CPU	Discard	499
80	93949	31479091	Computer, CPU	Discard	499
81	N/A	6022DV86A162	Computer, Compaq Desktop	Discard	136
82	86114	25195335	Computer, GW E-3600	Discard	118
83	77278	13842576	Computer, GW	Discard	118
84	77274	13842580	Computer, GW	Discard	118
85	SIP90469	15280825	Computer, GW E-4200	Discard	118
86	N/A	US75V1106C	Printer, HP	Discard	118
87	N/A	982041562	Computer, Monitor	Discard	118
88	N/A	DU17046A0042219	Computer, Monitor	Discard	118
89	N/A	DV9903ALA03709	Computer, Monitor	Discard	118
90	N/A	DV9905ALA00737	Computer, Monitor	Discard	118
91	N/A	DV9905ALA00987	Computer, Monitor	Discard	118
92	N/A	DV9903ALA03700	Computer, Monitor	Discard	118
93	85780	0024350146	Computer, CPU	Discard	260
94	85766	0024350159	Computer, CPU	Discard	260
95	85782	0024350148	Computer, CPU	Discard	260
96	84347	0023060972	Computer, CPU	Discard	260
97	85779	0024350138	Computer, CPU	Discard	260
98	N/A	0013463933	Computer, CPU	Discard	260
99	80933	0016750031	Computer, CPU	Discard	260
100	80070	0016102406	Computer, CPU	Discard	260
101	83580	0020638042	Computer, CPU	Discard	260
102	85769	0024350143	Computer, CPU	Discard	260
103	N/A	0020638043	Computer, CPU	Discard	260
104	85785	0024350152	Computer, CPU	Discard	260
105	84434	0023175857	Computer, CPU	Discard	260
106	80935	0016750035	Computer, CPU	Discard	260
107	80066	0016102381	Computer, CPU	Discard	260
108	83334	N/A	Computer, CPU	Discard	260
109	85778	0024350153	Computer, CPU	Discard	260
110	85770	0024350142	Computer, CPU	Discard	260
111	N/A	DU17046A0043667	Computer, Monitor	Discard	260

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Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
112	N/A	MU17026C0375437	Computer, Monitor	Discard	260
113	N/A	025BB65NAB42	Computer, Monitor	Discard	260
114	N/A	014BB65NA544	Computer, Monitor	Discard	260
115	N/A	014BB65NA604	Computer, Monitor	Discard	260
116	N/A	014BB65NA594	Computer, Monitor	Discard	260
117	N/A	4505360	Computer, GW E4620D	Discard	654
118	70197	N/A	Printer	Discard	690
119	102932	N/A	Computer, Monitor	Discard	690
120	104574	CNBJP23653	Printer, HP Laserjet	Discard	240
121	32555	15009A018325	Computer, Monitor GW 500 Series	Discard	142
122	N/A	15017G104055	Computer, Monitor GW 500 Series	Discard	142
123	36031	15009AA35601	Computer, Monitor GW 500 Series	Discard	142
124	36042	155009AA35617	Computer, Monitor GW 500 Series	Discard	142
125	73660	15009A738397	Computer, Monitor GW 500 Series	Discard	142
126	72461	15009A449405	Computer, Monitor GW 500 Series	Discard	142
127	SIP 90333	15009A909207	Computer, Monitor GW 500 Series	Discard	142
128	73734	15009A738446	Computer, Monitor GW 500 Series	Discard	142
129	72479	15009A449399	Computer, Monitor GW 500 Series	Discard	142
130	36026	15009AA35612	Computer, Monitor GW 500 Series	Discard	142
131	36029	15009AA35598	Computer, Monitor GW 500 Series	Discard	142
132	SIP 90338	15009A909161	Computer, Monitor GW 500 Series	Discard	142
133	82185	HDK2K2012469	Computer, Monitor GW 500 Series	Discard	142
134	83045	0168B28NG282	Computer, Monitor GW 500 Series	Discard	142
135	36032	15009AA35642	Computer, Monitor GW 500 Series	Discard	142
136	36039	15009AA35628	Computer, Monitor GW 500 Series	Discard	142
137	72472	15009A456044	Computer, Monitor GW 500 Series	Discard	142
138	72463	15009A449380	Computer, Monitor GW 500 Series	Discard	142
139	80857	15017A329683	Computer, Monitor GW 500 Series	Discard	142
140	72487	15009A449398	Computer, Monitor GW 500 Series	Discard	142
141	72480	15009A449400	Computer, Monitor GW 500 Series	Discard	142
142	7003822	MU17046C0144689	Computer, Monitor EV 700 Series	Discard	142
143	7002702	LIC04486342	Computer, Monitor EV 700 Series	Discard	142
144	7003822	MU17046C0145361	Computer, Monitor EV 700 Series	Discard	142
145	7002686	MU17026C0375825	Computer, Monitor EV 700 Series	Discard	142
146	7003596	DU17026E0116743	Computer, Monitor EV 700 Series	Discard	142
147	7002686	MU17026C0387039	Computer, Monitor EV 700 Series	Discard	142
148	7002686	MU17026C0370496	Computer, Monitor EV 700 Series	Discard	142

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Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
149	7003596	DU17026E0115387	Computer, Monitor EV 700 Series	Discard	142
150	87106	26360236	Computer	Discard	142
151	87280	26705225	Computer	Discard	142
152	87107	26360235	Computer	Discard	142
153	SIP 90329	12148444	Computer	Discard	142
154	SIP 90317	MY8AH1603K	Printer	Discard	142
155	73993	KAB4004264	Computer, Monitor	Discard	470
156	77677	P906016624	Computer, Monitor, GW	Discard	470
157	84305	22831355	Computer Tower	Discard	470
158	N/A	280619099311	Computer, Monitor, CTX	Discard	470
159	N/A	J951707718	Keyboard	Discard	470
160	N/A	9841891	Keyboard	Discard	470
161	N/A	9530-1-150-SEM	Computer Tower	Discard	470
162	N/A	MH54GB039670	Computer, Monitor, GW	Discard	470
163	N/A	Q9323B6497	Keyboard	Discard	470
164	N/A	0017350484	Computer, Tower GW	Discard	470
165	N/A	8001404511	Computer, Tower Intel	Discard	470
166	N/A	Q9096A4508	Keyboard	Discard	470
167	N/A	MX91766191	Computer, Monitor	Discard	102
168	N/A	MX90421622	Computer, Monitor	Discard	102
169	N/A	MX91976081	Computer, Monitor	Discard	102
170	N/A	MX91767846	Computer, Monitor	Discard	102
171	N/A	MX91975231	Computer, Monitor	Discard	102
172	N/A	MX91447185	Computer, Monitor	Discard	102
173	N/A	MX91975335	Computer, Monitor	Discard	102
174	N/A	MX92713484	Computer, Monitor	Discard	102
175	N/A	MU17046C0238664	Computer, Monitor	Discard	102
176	N/A	KR80721879	Computer, Monitor	Discard	102
177	N/A	MU17046E0079148	Computer, Monitor	Discard	102
178	N/A	MU17046E0081172	Computer, Monitor	Discard	102
179	N/A	MU17046E0079153	Computer, Monitor	Discard	102
180	N/A	MU17046E0081170	Computer, Monitor	Discard	102
181	N/A	MX90318684	Computer, Monitor	Discard	102
182	N/A	17014C75725	Computer, Monitor	Discard	102
183	N/A	0028346765	CPU	Discard	102
184	N/A	17014C175735	Computer, Monitor	Discard	102
185	N/A	17014C175719	Computer, Monitor	Discard	102

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Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
186	N/A	MX91768199	Computer, Monitor	Discard	102
187	N/A	MX92081224	Computer, Monitor	Discard	102
188	N/A	LIC12302471	Computer, Monitor	Discard	102
189	N/A	LIC12302477	Computer, Monitor	Discard	102
190	N/A	LIC21909848	Computer, Monitor	Discard	102
191	N/A	LIC12302473	Computer, Monitor	Discard	102
192	N/A	M111023395	Computer, Monitor GW	Discard	102
193	N/A	17014c181981	Computer, Monitor	Discard	102
194	N/A	17014c175717	Computer, Monitor	Discard	102
195	N/A	MU046E0079143	Computer, Monitor	Discard	102
196	N/A	17014C75736	Computer, Monitor	Discard	102
197	N/A	66-DRXKO	Computer, Monitor	Discard	102
198	N/A	15017A332185	Computer, Monitor	Discard	102
199	0016229251	N/A	CPU	Discard	102
200	US91257335	N/A	CPU	Discard	102
201	US91313146	N/A	CPU	Discard	102
202	US91313673	N/A	CPU	Discard	102
203	0028346768	N/A	CPU	Discard	102
204	0028346770	N/A	CPU	Discard	102
205	0015496701	N/A	CPU	Discard	102
206	0025888499	N/A	CPU	Discard	102
207	0024351479	N/A	CPU	Discard	102
208	0016183824	N/A	CPU	Discard	102
209	0024351480	N/A	CPU	Discard	102
210	0016183830	N/A	CPU	Discard	102
211	US91363264	N/A	CPU	Discard	102
212	0015543199	N/A	CPU	Discard	102
213	0016229253	N/A	CPU	Discard	102
214	0015543169	N/A	CPU	Discard	102
215	US91363365	N/A	CPU	Discard	102
216	US90915324	N/A	CPU	Discard	102
217	US91254149	N/A	CPU	Discard	102
218	US91267346	N/A	CPU	Discard	102
219	129FR4ZA56	N/A	CPU	Discard	102
220	US91254200	N/A	CPU	Discard	102
221	US91254125	N/A	CPU	Discard	102
222	0016183826	N/A	CPU	Discard	102

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Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
223	0024351484	N/A	CPU	Discard	102
224	0013842548	N/A	CPU	Discard	102
225	usm52701j3	N/A	CPU	Discard	102
226	us81303077	N/A	CPU	Discard	102
227	us91257255	N/A	CPU	Discard	102
228	0016183828	N/A	CPU	Discard	102
229	KAVKGC7	N/A	CPU	Discard	102
230	0024351482	N/A	CPU	Discard	102
231	CN4493Y1FI	N/A	Printer	Discard	102
232	3HR1593859	N/A	Printer	Discard	102
233	CN2661B12B	N/A	Printer	Discard	102
234	CN2661B131	N/A	Printer	Discard	102
235	CN2661B138	N/A	Printer	Discard	102
236	CN2661B13B	N/A	Printer	Discard	102
237	CNWBB2983	N/A	Printer	Discard	102
238	V6230489113	N/A	TV	Discard	102
239	3CAH700899	N/A	TV	Discard	102
240	381735	N/A	TV	Discard	102
241	39573500	N/A	VCR	Discard	102
242	71107	N/A	VCR	Discard	102
243	71108	N/A	VCR	Discard	102
244	RUSD-24011	N/A	Computer, Monitor	Discard	110
245	RUSD-24011	N/A	Computer, Monitor	Discard	110
246	RUSD-24011	N/A	Computer, Monitor	Discard	110
247	RUSD-24011	N/A	Computer, Monitor	Discard	110
248	RUSD-02241	N/A	Computer, Monitor	Discard	110
249	RUSD-24011	N/A	Computer, Monitor	Discard	110
250	RUSD-24011	N/A	Computer, Monitor	Discard	110
251	RUSD-24011	N/A	Computer, Monitor	Discard	110
252	59055	N/A	TV	Discard	310
253	VEA06091	N/A	TV	Discard	310
254	EIA00143	N/A	TV	Discard	310
255	60156	N/A	TV	Discard	310
256	56775	N/A	TV	Discard	310
257	VEA06092	N/A	TV	Discard	310
258	Lottery04896	N/A	TV	Discard	310
259	56774	N/A	TV	Discard	310

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Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
260	59698	N/A	TV	Discard	310
261	Lottery	N/A	TV	Discard	310
262	93301	90053003	Fax, Muratec F-520	Discard	660
263	REG90596	79633921	LCD Projector	Discard	104
264	N/A	18100800	Overhead Projector	Discard	104
265	SIP90151	N/A	Boom Box, Sony	Discard	104
266	SIP90163	N/A	Boom Box, Sony	Discard	104
267	N/A	MUL5022J0033373	Computer, Monitor, GW	Discard	104
268	N/A	930143977	Tape Player, Sharp	Discard	104
269	N/A	WM6HA49178	Tape Player, Panasonic	Discard	104
270	N/A	576487	Tape Player, Sony	Discard	104
271	N/A	9600582	Tape Player, Audiotronics	Discard	104
272	N/A	890735949	Tape Player, Sharp	Discard	104
273	REG096020	C8SA21739	VCR, Panasonic	Discard	104
274	N/A	D23578254A	DVD Player	Discard	104
275	N/A	598AAA9B004871	DVD Player	Discard	104
276	N/A	BCC920011441A	VCR/DVD, Toshiba	Discard	104
277	N/A	H8MA14130	Panasonic	Discard	104
278	N/A	C8SA21624	VCR, Panasonic	Discard	104
279	SIP90360	7414570	TV and Cart	Discard	104
280	N/A	3CAHC00925Z	TV and Cart	Discard	104
281	N/A	3CAH900580	TV and Cart	Discard	104
282	81632	15017A412133	Computer, Monitor GW EV500A 3/2000	Discard	112
283	None	MU17046C0174093	Computer, Monitor, GW EV500A 3/2002	Discard	112
284	76450	15009AA83538	Computer, Monitor, GW 500-069 3/99	Discard	112
285	Misc 36068	17004A980925	Computer, Monitor EV 069PEV 3/99	Discard	112
286	81630	15017A407984	Computer, Monitor EV500A 3/2000	Discard	112
287	73347	15009A625580	Computer, Monitor 500-069EV 5/98	Discard	112
288	75868	15009AA72878	Computer, Monitor 6W500-069EV	Discard	112
289	None	15017A426193	Computer, Monitor, GW EV500A	Discard	112
290	?7003822	MU17046C0174094	Computer, Monitor GW EV700c 3/02	Discard	112
291	None	MUL5022J0004831	Computer, Monitor, GW FAD1530	Discard	112
292	76373	0013640977	Computer GW 4/26/99	Discard	112
293	None	No numbers	Computer, IBM 52xMax Aptiva	Discard	112
294	87393	0026845254	Computer, GW E600 4/24/02	Discard	112
295	None	Us80701366	HP VL6/233	Discard	112
296	94006	0031478777	Computer, GW 6/17/03	Discard	112

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Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
297	81621	0018285034	Computer, GW NLX 4/06/00	Discard	112
298	None	US91312886	Computer, HP Vectra 6/400	Discard	112
299	None	EMBG1	Computer, Dell #MMP 05/14/98	Discard	112
300	77227	0013842640	Computer, GW E3200 5/18/99	Discard	112
301	None	0013188977	Computer, GW E3200 3/11/99	Discard	112
302	None	EMBG1	Computer, Dell MMP 05/14/98	Discard	112
303	None	US81706247	Computer, HP Vectra 6/233	Discard	112
304	None	DTBLB11	Computer, Dell DTBLB11 3/15/02	Discard	112
305	83995	0022055531	Computer, GW E3400	Discard	112
306	None	GOHLB11	Computer, Dell DK8	Discard	112
307	None	MYU6R4K2ZT	Printer, HD deskjet 5150	Discard	112
308	None	MY4474P295	Printer, HD deskjet 5150	Discard	112
309	88649	NONE	Printer, HP Laser Jet 1300n	Discard	112
310	86016	None	NCS OPSCAN 3	Discard	112
311	None	None	Word Processor, Sharp PA-1000H	Discard	112
312	None	900250727	Cassette recorder, Sharp RD-767AV	Discard	112
313	N/A	N/A	Overhead projector	Discard	112
314	N/A	N/A	Overhead projector	Discard	112
315	N/A	N/A	Overhead projector	Discard	112
316	N/A	N/A	Overhead projector	Discard	112
317	N/A	N/A	Overhead projector	Discard	112
318	N/A	N/A	Overhead projector	Discard	112
319	N/A	N/A	Overhead projector	Discard	112
320	N/A	N/A	Overhead projector	Discard	112
321	N/A	N/A	Overhead projector	Discard	112
322	N/A	N/A	Overhead projector	Discard	112
323	N/A	N/A	Overhead projector	Discard	112
324	N/A	N/A	Overhead projector	Discard	112
325	N/A	N/A	Overhead projector	Discard	112
326	N/A	N/A	Black rolling cart	SURPLUS	112
327	N/A	N/A	Black rolling cart	SURPLUS	112
328	N/A	N/A	Black rolling cart	SURPLUS	112
329	N/A	N/A	Black rolling cart	SURPLUS	112
330	N/A	N/A	Black rolling cart	SURPLUS	112
331	N/A	N/A	Black rolling cart	SURPLUS	112
332	N/A	N/A	Black rolling cart	SURPLUS	112
333	N/A	N/A	Gray rolling cart	Discard	112

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Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
334	86028	N/A	OpSCAN 3	Discard	122
335	54591	N/A	General Electric	Discard	122
336	85650	N/A	VCR, Sanyo	Discard	122
337	N/A	a6rk356372	Printer, Epson Stylus	Discard	122
338	82897	N/A	Computer, Monitor, Compaq	Discard	122
339	N/A	mu19003ad108232	Computer, Monitor, GW	Discard	122
340	86641	N/A	CPU Tower	Discard	122
341	N/A	e1232035	Cassette Recorder, Califone	Discard	122
342	N/A	ff500447	Cassette Recorder, Califone	Discard	122
343	N/A	ff500419	Cassette Recorder, Califone	Discard	122
344	N/A	e1231300	Cassette Recorder, Califone	Discard	122
345	N/A	e1231207	Cassette Recorder, Califone	Discard	122
346	N/A	wmha49225	Recorder, Panasonic	Discard	122
347	N/A	3-5027a	Recorder, General Electric	Discard	122
348	83024	N/A	CPU, Tower, Compaq	Discard	122
349	N/A	6024cy82a234	CPU, Tower, Compaq	Discard	122
350	82881	N/A	Computer, Monitor, Compaq	Discard	122
351	95265	N/A	CPU, GW	Discard	122
352	74293	N/A	Computer, Monitor, GW	Discard	122
353	N/A	nu17026da7021	Computer, Monitor, GW	Discard	122
354	N/A	cye1021396	Printer, Epson	Discard	122
355	N/A	a6rk178602	Printer, Epson	Discard	122
356	N/A	cn76p0w045	Printer, Laser Jet, HP	Discard	122
357	7002835	N/A	Computer, Monitor, GW	Discard	122
358	86651	N/A	PCU, GW	Discard	122
359	N/A	3902h018	Printer, Laser Jet, HP	Discard	122
360	80714	N/A	PCU, GW	Discard	122
361	88623	u60660f3j137509 -	Printer, Brother	Discard	122
362	N/A	cnbjc33134	Printer, Laser Jet, HP	Discard	122
363	N/A	0032646860	PCU, GW	Discard	122
364	N/A	a6rk178608	Printer, Epson	Discard	122
365	N/A	0022120706289	Television, Sansui	Discard	122
366	N/A	N/A	Cassette Recorder, GE 3-5025a	Discard	122
367	N/A	ff500421	Cassette Recorder, Califone	Discard	122
368	N/A	ff500423	Cassette Recorder, Califone	Discard	122
369	req. 9800034	N/A	Cassette Recorder, GE	Discard	122
370	N/A	x00a6jp/180(d6)3h-s97	Printer, HP	Discard	122

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Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
371	N/A	u6132515j117469	Intellifax, Brother	Discard	122
372	N/A	sg1aa2109x	Printer, HP	Discard	122
373	N/A	jpb3075679	Printer, Laser Jet, HP	Discard	122
374	N/A	usb3041507	Printer, Laser Jet, HP	Discard	122
375	71951	N/A	VCR, Panasonic	Discard	122
376	N/A	39573469	VCR, Toshiba	Discard	122
377	096019	N/A	Overhead Projector, Apollo	Discard	122
378	N/A	507027a031001574	Overhead Projector, Apollo	Discard	122
379	01910	N/A	Overhead Projector, Apollo 3m	Discard	122
380	01911	N/A	Overhead Projector, Apollo 3m	Discard	122
381	N/A	205961	Overhead Projector, Apollo 3m	Discard	122
382	N/A	c-83308	Overhead Projector, Apollo Burl	Discard	122
383	N/A	205419129	Overhead Projector, Apollo Burl	Discard	122
384	N/A	c-87001	Overhead Projector, Apollo Burl	Discard	122
385	N/A	c-66354	Overhead Projector, Apollo Burl	Discard	122
386	N/A	c-83310	Overhead Projector, Burl	Discard	122
387	N/A	c-82089	Overhead Projector, Burl	Discard	122
388	N/A	c-83360	Overhead Projector, Burl	Discard	122
389	N/A	c-71194	Overhead Projector, Burl	Discard	122
390	N/A	507027a31001317	Overhead Projector, Apollo	Discard	122
391	N/A	2241164	Overhead Projector, Elmo	Discard	122
392	N/A	c-83352	Overhead Projector, Burl	Discard	122
393	01912	N/A	Overhead Projector 3M	Discard	122
394	55139	N/A	Overhead Projector 3M	Discard	122
395	55138	N/A	Overhead Projector 3M	Discard	122
396	48251	N/A	VCR, RCA	Discard	122
397	7004494	N/A	Computer, Monitor GW	Discard	122
398	N/A	my2anip362	Printer, HP	Discard	122
399	N/A	mul7007a0096015	Computer, Monitor, GW	Discard	122
400	90431	N/A	CPU, GW	Discard	122
401	02104	N/A	VCR, GE	Discard	122
402	N/A	c85424	Overhead Projector, Burl	Discard	122
403	N/A	hjh205827	Overhead Projector, Elmo	Discard	122
404	N/A	jtc224164	Overhead Projector, Elmo	Discard	122
405	N/A	c-82867	Overhead Projector, Burl	Discard	122
406	N/A	Bojd14s109c2	Palm Pilot	Discard	260
407	N/A	Bojb11r12c49	Palm Pilot	Discard	260

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Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
408	N/A	Bojbl1r12cea	Palm Pilot	Discard	260
409	N/A	Bojd14j108ff	Palm Pilot	Discard	260
410	N/A	LG381951	Cassette Player, Califone	Discard	260
411	N/A	C85A19439	VCR, Panasonic	Discard	260
412	N/A	RE3622327EA	CD/Laser Disc Player, Pioneer	Discard	260
413	N/A	074Y3008	VCR, JVC	Discard	260
414	N/A	205416098	Overhead Projector	Discard	260
415	N/A	344528	Television, Sharp 27"	Discard	260
416	N/A	10514732	Television, Sharp 27"	Discard	260
417	CHP1	344923	JVC 27" Television	Discard	260
418	N/A	JC-1576VMA/mdl#A-500	Computer, Monitor, NEC	Discard	260
419	80941	MIE2JA047882/mdl#	Computer, Monitor, GW	Discard	260
420	N/A	DU15038AA2935/md	Computer, Monitor, GW	Discard	260
421	N/A	014BB65NA581?mdl#S510	Computer, Monitor, Compaq	Discard	260
422	84282	22865649 mdl#E3400	Computer, GW	Discard	260
423	86290	25243323 mdl#E3600	Computer, GW	Discard	260
424	82931	mdl#3110GL	Computer, Compaq	Discard	260
425	N/A	802025823 mdl#ACK-295	Keyboard, Uniden	Discard	260
426	N/A	802003669 mdl#ACK-295	Keyboard, Uniden	Discard	260
427	N/A	C0601507 mdl#AQ8-3802	Keyboard, GW	Discard	260
428	N/A	N/A	Television, Sharp 27"	Discard	260
429	N/A	14714582 mdl#AV-27320	Television, JVC 27"	Discard	260
430	55170	33991 mdl#25MT57	Television ,Sharp 27"	Discard	260
431	N/A	MC11390219 mdl#SP	Television, Quasar 27"	Discard	260
432	56632	330682	Television, Sharp 27"	Discard	260
433	36231	N/A	Television, JVC	Discard	350
434	79751	N/A	Television, JVC	Discard	350
435	84448	N/A	Television, JVC	Discard	350

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
436	79410	N/A	Television, JVC	Discard	350
437	N/A	39ZNA00236N	Television, Samsung	Discard	350
438	N/A	39ZN900079N	Television, Samsung	Discard	350
439	N/A	72682154	Television, Samsung	Discard	350
440	N/A	39ZNA00245A	Television, Samsung	Discard	350
441	N/A	39ZNA00016N	Television, Samsung	Discard	350
442	83715	N/A	Television, Samsung	Discard	350
443	83675	N/A	Television, Samsung	Discard	350
444	83671	N/A	Television, Samsung	Discard	350
445	83710	N/A	Television, Samsung	Discard	350
446	83699	N/A	Television, Samsung	Discard	350
447	N/A	3CAH700974	Television, Samsung	Discard	350
448	83712	N/A	Television, Samsung	Discard	350
449	72759	N/A	Television, Samsung	Discard	350
450	615146	N/A	Television, Sharp	Discard	350
451	30582	N/A	Television, Sharp	Discard	350
452	612292	N/A	Television, Sharp	Discard	350
453	71419	N/A	Television, Sharp	Discard	350
454	430	N/A	Television Toshiba	Discard	350
455	N/A	825690304	Television RCA	Discard	350
456	150	N/A	Television, Sylvania	Discard	350
457	70680	N/A	VCR, Panasonic	Discard	350
458	73981	N/A	VCR, Panasonic	Discard	350
459	73982	N/A	VCR, Panasonic	Discard	350
460	N/A	H8SC11352	VCR, Panasonic	Discard	350
461	642616	N/A	VCR, GE	Discard	350
462	2277	N/A	VCR, GE	Discard	350
463	61034	N/A	VCR, GE	Discard	350
464	7430270	N/A	VCR, Magnavox	Discard	350
465	N/A	174Q1188	VCR, JVC	Discard	350
466	N/A	125Y0266	VCR, JVC	Discard	350
467	N/A	N/A	Metal TV Stand	Discard	350
468	N/A	N/A	Metal TV Stand	Discard	350
469	N/A	N/A	Metal TV Stand	Discard	350
470	N/A	N/A	Metal TV Stand	Discard	350
471	N/A	N/A	Metal TV Stand	Discard	350
472	N/A	N/A	Metal TV Stand	Discard	350

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse				Item	
Item Num.	RUSD #	Serial Num.	Description	Condition	Site
473	N/A	N/A	Metal TV Stand	Discard	350
474	N/A	N/A	Metal TV Stand	Discard	350
475	N/A	N/A	Metal TV Stand	Discard	350
476	N/A	N/A	Metal TV Stand	Discard	350
477	N/A	N/A	Metal TV Stand	Discard	350
478	N/A	N/A	Metal TV Stand	Discard	350
479	N/A	N/A	Metal TV Stand	Discard	350
480	N/A	N/A	Metal TV Stand	Discard	350
481	N/A	N/A	Metal TV Stand	Discard	350
482	N/A	N/A	Metal TV Stand	Discard	350
483	N/A	N/A	Metal TV Stand	Discard	350
484	N/A	N/A	Metal TV Stand	Discard	350
485	N/A	N/A	Metal TV Stand	Discard	350
486	N/A	N/A	Metal TV Stand	Discard	350
487	N/A	N/A	Metal TV Stand	Discard	350
488	N/A	N/A	Metal TV Stand	Discard	350
489	N/A	N/A	Metal TV Stand	Discard	350
490	N/A	N/A	Plastic TV Stand	Discard	350
491	N/A	N/A	Plastic TV Stand	Discard	350
492	N/A	N/A	Plastic TV Stand	Discard	350
493	N/A	N/A	Plastic TV Stand	Discard	350
494	N/A	N/A	Plastic TV Stand	Discard	350
495	N/A	N/A	Plastic TV Stand	Discard	350
496	N/A	N/A	Overhead Projector	Discard	350
497	N/A	N/A	Overhead Projector	Discard	350
498	N/A	N/A	Overhead Projector	Discard	350
499	N/A	N/A	Overhead Projector	Discard	350
500	N/A	N/A	Overhead Projector	Discard	350
501	N/A	N/A	Overhead Projector	Discard	350
502	N/A	N/A	Overhead Projector	Discard	350
503	N/A	N/A	Overhead Projector	Discard	350
504	N/A	N/A	Overhead Projector	Discard	350
505	N/A	N/A	Overhead Projector	Discard	350
506	N/A	N/A	Overhead Projector	Discard	350
507	N/A	N/A	Overhead Projector	Discard	350
508	81374	N/A	Copy Machine Risograph	Discard	350
509	N/A	MY01M1B11W	Copy Machine/Printer HP	Discard	350

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
510	N/A	5627J41ORZ	Copy Machine/Printer HP	Discard	350
511	C8644A	N/A	Copy Machine/Printer HP	Discard	350
512	130	N/A	Copy Machine/Printer IBM	Discard	350
513	75058	N/A	Copy Machine/Printer Kodak	Discard	350
514	N/A	CNRC6B10F8-107998	Printer, HP 1320	Discard	350
515	90914	cndc52s1f9	Printer, HP 1320	Discard	350
516		cnbjmu9u57	Printer, HP 2015	Discard	350
517	108352	cnrxj60025	Printer, HP 4250	Discard	350
518	83656	usbb362854	Printer, HP 4050	Discard	350
519	89728	usgnm21362	Printer, HP 4200	Discard	350
520	86004	usgnh11078	Printer, HP 4100	Discard	350
521	N/A	myo95172r5	Printer, HP 930c	Discard	350
522	N/A	my93p111cc	Printer, HP 880c	Discard	350
523	N/A	th51r170m	Printer, HP 3845	Discard	350
524	N/A	DA737390023029-110	Printer, Murate C	Discard	350
525	N/A	8420-u6066f3j137488	Printer, Brother mfc	Discard	350
526	N/A	cnbjm49u5u-105690	Printer, HP 2015	Discard	350
527	N/A	cnbjl49640-105705	Printer, HP 2015	Discard	350
528	N/A	cnbjl49636-105707	Printer, HP 2015	Discard	350
529	N/A	cnbjl49640-105705	Printer, HP 2015	Discard	350
530	N/A	cndc52s1f9	Printer, HP 1320	Discard	350
531	N/A	cndc52s1dh	Printer, HP 1320	Discard	350
532	N/A	my92b15103	Printer, HP 880c	Discard	350
533	79041	15496690	Computer, GW 3200	Discard	350
534	75277	12829059	Computer, GW 3200	Discard	350
535	79395	15543122	Computer, GW 3200	Discard	350
536	79408	15543052	Computer, GW 3200	Discard	350
537	79396	15543144	Computer, GW 3200	Discard	350
538	N/A	thtde65418	Computer, Monitor, HP	Discard	350
539	N/A	15017a231779	Computer, Monitor, GW	Discard	350
540	N/A	15017a231774	Computer, Monitor, GW	Discard	350
541	N/A	15017a232010	Computer, Monitor, GW	Discard	350
542	N/A	15017a232027	Computer, Monitor, GW	Discard	350
543	85202	601655	Scanner, NCS Pearson, model # 36	Discard	250
544	N/A	c0001065281	Keyboard, HP	Discard	133
545	N/A	mx91870723	Computer Tower, HP	Discard	133
546	N/A	us91313674	Computer, Monitor, HP	Discard	133

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
547	N/A	f782187	Keyboard, Gateway	Discard	133
548	N/A	22096625	Computer Tower, GW	Discard	133
549	95761	35365629	Computer, GW e4300	Discard	250
550	482	N/A	Record Player, Califone	Discard	144
551	180	N/A	Record Player, Califone	Discard	144
552	77	N/A	Record Player, Califone	Discard	144
553	55718	N/A	Record Player, Califone	Discard	144
554	70569	g6801218	Projector, Sanyo	Discard	144
555	1693	N/A	Surge Protector	Discard	144
556	N/A	150009aa73249	Computer, Monitor, GW	Discard	144
557	79636	158380143	Computer, GW	Discard	144
558	81219	17451826	Computer, GW	Discard	144
559	81211	n0017451824	Computer, GW	Discard	144
560	81249	15017e021794	Computer, Monitor, GW	Discard	144
561	79647	15017a234844	Computer, Monitor, GW	Discard	144
562		15017e195056	Computer, Monitor, GW	Discard	144
563		mul5022c0094208	Computer, Monitor, GW	Discard	144
564		buy1071780	Printer, Epson	Discard	144
565	81212	17451838	Computer, GW	Discard	144
566	87608	27378730	Micro Computer, GW E3600	Discard	670
567	73486	10320016	Micro Computer, GW	Discard	670
568	84758	23224445	Micro Computer, GW E3400	Discard	670
569	N/A	MX90530349	Monitor, HP 17 inch CRT	Discard	147
570	84717	23211008	Computer, GW E3400	Discard	147
571	95540	34991868	CPU, GW	Discard	676
572	105497	39129184	Computer, GW E4610D w/17 LCD	Discard	622
573	86027	323975	Scanner, NES Opscan 3	Discard	120
574	N/A	418460199	Color Television, RCA	Discard	122
575	44288	N/A	Color Television, Panasonic	Discard	122
576	48267	N/A	Color Television, RCA	Discard	122
577	81151	N/A	Color Television, JVC	Discard	122
578	SIP02285	N/A	Color Television, Sharp	Discard	122
579	N/A	561072	Color Television, Sharp Linytron	Discard	122
580	N/A	bo280301503991	Color Television, Sanyo	Discard	122
581	N/A	v41322124	Color Television, Sears	Discard	122
582	SIP01284	N/A	Color Television, Sharp Linytron	Discard	122
583	N/A	322634	Color Television, Sharp Linytron	Discard	122

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
584	N/A	418-460199	Color Television, Zenth	Discard	122
585	N/A	890735087	Cassette recorder, Sharp	Discard	122
586	N/A	39573482	VCR, Toshiba	Discard	122
587	SIP02248	N/A	VCR, GE	Discard	122
588	Rec71954	N/A	Recorder, Panasonic	Discard	122
589	N/A	125y0267	VCR, JVC	Discard	122
590	N/A	39573453	VCR, Toshiba	Discard	122
591	56621	N/A	VCR, GE	Discard	122
592	lottery00220	N/A	Phonograph, Califone	Discard	122
593	56657	N/A	Phonograph, Califone	Discard	122
594	lottery00226	N/A	Phonograph, Califone	Discard	122
595	N/A	MUL7007K0048519	Computer, Monitor, GW	Discard	310
596	N/A	MUL50160047422	Computer, Monitor, GW	Discard	310
597	N/A	37904332GA	Computer, Monitor, NEC	Discard	310
598	N/A	M1A8J308947	Computer, Monitor, GW	Discard	310
599	N/A	MU17046C0098687	Computer, Monitor, GW	Discard	310
600	N/A	3400-0023182808	Computer	Discard	310
601	N/A	BZ6K401	Computer, Dell	Discard	310
602	N/A	YM1413W1LFC	Computer, IMAC	Discard	310
603	N/A	RN1270KYKWF	Computer, IMAC	Discard	310
604	N/A	3400-0023182784	Computer	Discard	310
605	N/A	6029DW49A897	Computer, Compaq	Discard	310
606	N/A	3400-0023182784	Computer	Discard	310
607	N/A	3400-0023182708	Computer	Discard	310
608	N/A	UV325399PET	Computer, IBOOK	Discard	310
609	N/A	3400-0024031713	Computer	Discard	310
610	89109	N/A	Computer, MAC G5	Discard	310
611	N/A	3600-0026027709	Computer	Discard	310
612	N/A	3600-0026027779	Computer	Discard	310
613	N/A	400-0024031711	Computer	Discard	310
614	N/A	3400-0023182713	Computer	Discard	310
615	N/A	4100-0033066771	Computer	Discard	310
616	N/A	4100-0034665703	Computer	Discard	310
617	N/A	USGC006318	Printer, HP	Discard	310
618	N/A	MY2851QOZS	Printer, HP 880C	Discard	310
619	N/A	CNBB048748	Printer, HP 1300N	Discard	310
620	N/A	MX1B16D1XP	Printer, HP 940C	Discard	310

Donation of E-Waste Equipment
Board of Education Meeting

Miscellaneous E-Waste Items Located at Warehouse					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
621	N/A	MX1B16D1Y9	Printer, HP 940C	Discard	310
622	N/A	MX1B16D1YJ	Printer, HP 940C	Discard	310
623	N/A	MY196690JM	Printer, HP 940C	Discard	310
624	N/A	1296531	DVD Player, Sony	Discard	310
625	108996	CNBJS94265	Printer, HP P2015DN	Discard	126
626	108988	CNBJS94254	Printer, HP P2015DN	Discard	126
627	108985	CNBJS94256	Printer, HP P2015DN	Discard	126
628	108991	CNBJS94268	Printer, HP P2015DN	Discard	126
629	N/A	23177856	Gateway E-3400	Discard	250
630	75604	13352855	Gateway E-3200	Discard	250
631	81490	23087777	Gateway E-4600	Discard	250
632	84126	22391210	Gateway E-3200	Discard	250
633	85137	23377572	Gateway E-3200	Discard	250
634	83969	22069613	Gateway E-3400	Discard	250
635	87141	20892920	Gateway E-3400	Discard	250
636	87144	20842907	Gateway E-3400	Discard	250
637	89864	23182709	Gateway E-3400	Discard	250
638	81635	18259526	Gateway E-3200	Discard	250
639	87139	20892919	Gateway E-3400	Discard	250
640	N/A	23177860	Gateway E-3400	Discard	250
641	87134	20842927	Gateway E-3400	Discard	250
642	75406	12922728	Gateway GP-6-450	Discard	250
643	84357	23067425	Gateway E-3400	Discard	250
644	87142	20842918	Gateway E-3400	Discard	250
645	84821	23182737	Gateway E-3400	Discard	250
646	80086	16102336	Gateway E-3200	Discard	250
647	N/A	22866723	Gateway E-3400	Discard	250
648	85136	23377574	Gateway E-3400	Discard	250
649	N/A	13842687	Computer Tower	Discard	250
650	76932	13842654	Computer Tower	Discard	250
651	74533	11618018	Computer Tower	Discard	250
652	81637	18259525	Computer Tower	Discard	250
653	N/A	13842649	Computer Tower	Discard	250
654	N/A	13842651	Computer Tower	Discard	250
655	N/A	20842962	Computer Tower	Discard	250
656	81639	18259528	Computer Tower	Discard	250
657	N/A	16102426	Computer Tower	Discard	250

Donation of E-Waste Equipment
Board of Education Meeting

<u>Miscellaneous E-Waste Items Located at Warehouse</u>					
Item Num.	RUSD #	Serial Num.	Description	Item Condition	Site
658	84687	23671900	Computer Tower	Discard	250
659	75775	13467458	Computer Tower	Discard	250
660	75776	13640945	Computer Tower	Discard	250
661	76340	13467458	Computer Tower	Discard	250
662	75779	13467454	Computer Tower	Discard	250

**Board Meeting Agenda
February 21, 2012**

Topic: Sale of Surplus Equipment

Presented by: John Schreck, Manager, Warehouse

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: From time to time, the District conducts a sale of discarded equipment to dispose of items that are surplus or obsolete.

DESCRIPTION OF AGENDA ITEM:

In accordance with the California Education Code, Section 17545, approval is requested for the disposal of surplus equipment.

The equipment on the attached list has been withdrawn from various sites and declared surplus. Typically the items are considered surplus when they either become uneconomical to repair or obsolete.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education declare the equipment on the attached list surplus and authorize the Warehouse Manager to dispose of these items per District policy.

ADDITIONAL MATERIAL: Vehicle Discard List

Attached: Yes

Sale of Surplus Equipment
Board of Education Meeting
February 21, 2012

<u>Surplus Vehicles</u>					
Vehicle Number	Site	Year	Description	VIN Number	Lisence Plate
111057		1991	Chevy P/U S10	1GCCS14E6M810894	

**Board Meeting Agenda
February 21, 2012**

Topic: Approval of Change Order No. 4 – Purchase Order C6001503 – Bid No. 2009/10-75 – Ramona High School Interior Landscaping

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work to modify the Ramona High School Interior Landscaping.

DESCRIPTION OF AGENDA ITEM:

On July 7, 2010, the Board of Education approved Bid No. 2009/10-75 – Ramona High School Interior Landscaping. The bid was awarded to Environmental Construction, Inc., and Purchase Order C6001503 was issued in the amount of \$3,102,887.00. Three subsequent change orders were approved for \$259,611.15 bringing the total amount of the purchase order to \$3,362,498.15.

District staff is requesting a change in the scope of work for Change Order No. 4 to (1) Replace the broken mainline at station 13 through 16; (2) repair the broken mainline at Magnolia Avenue; (3) repair the broken mainline at the planter and turf areas; and (4) replace the broken rotor and sprinklers at station C23 at the planter area.

Change Order No. 4, in the amount of \$1,890.43, brings the amount of the purchase order to \$3,364,399.58. Funding for this project is one hundred percent (100%) from Measure B funds.

FISCAL IMPACT: The change order value of \$1,890.43 is included in the construction budget for this project.

RECOMMENDATION: It is recommended that the Board of Education approve Change Order No. 4, for \$1,890.43 for Environmental Construction, Inc. – Purchase Order C6001503, with the new total amount of the purchase order of \$3,364,399.58.

ADDITIONAL MATERIAL: Change Order No. 4 – Ramona High School Interior Landscaping.

Attached: Yes

CHANGE ORDER

Distribution to:
 Owner
 Architect
 Contractor

PROJECT: Ramona High School Interior Landscaping

CHANGE ORDER NO: 4

DATE: January 20, 2012

TO: Environmental Construction, Inc.
 21550 Oxnard Street #1050
 Woodland Hills, CA, 91367

BID NO: 2009/10-75

You are directed to make the following changes in this Contract:

COR #	DESCRIPTION OF WORK	COST
	See Attachment	

Not valid until signed by both the District and Architect.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time

The original Contract Sum was	\$3,102,887.00
Net change by previously authorized Change Orders	\$ 259,611.15
The Contract Sum prior to this Change Order was	\$3,362,498.15
The total amount of this Change Order is (increase/decrease)	\$ 1,890.43
The new Contract Sum including this Change Order will be	\$3,364,399.58

The amount of days the Contract Time will be changed by [0]

OWNER

Riverside Unified School District
 3070 Washington Street
 Riverside, CA 92504

By: _____

Date: _____

Change Order No. 4
Environmental Construction, Inc.
Ramona High School Interior Landscaping

COR #	DESCRIPTION OF WORK	COST
1	Replace broken mainline at station 13-16	\$197.94
2	Repaired broken mainline Magnolia Avenue	373.57
3	Repair broken 4" mainline at the planter and turf areas	898.90
4	Replace broken Hunter rotor & sprinklers at station C-23	149.15
5	Administrative Costs	270.87
TOTAL OF CHANGE ORDER NO. 4		\$1,890.43

**Board Meeting Agenda
February 21, 2012**

Topic: Approval of Change Order No. 2 – Purchase Order C6002012 – Bid No. 2011/12-21 – Arlington High School Opportunity Classroom – General Construction

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: A change is recommended in the scope of work for the Arlington High School Opportunity Classroom.

DESCRIPTION OF AGENDA ITEM:

On November 1, 2011, the Board of Education approved Bid No. 2011/12-21 – Arlington High School Opportunity Classroom. The bid was awarded to Hamel Contracting, Inc., and Purchase Order C6002012 was issued in the amount of \$256,500.00. One subsequent change order was approved for \$15,112.05, bringing the total of the purchase order to \$271,612.05.

District staff is requesting a change in the scope of work for Change Order No. 1 to revise the location of the electrical panel.

Change Order No. 2, in the amount of \$2,201.04, brings the total amount of the purchase order to \$273,813.09. Funding for this project is one hundred percent (100%) from Communities Facilities District funds.

FISCAL IMPACT: Change order value of \$2,201.04 is included in the budget for this project.

RECOMMENDATION: It is recommended that the Board of Education approve Change Order No. 2, in the amount of \$2,201.04 to Hamel Contracting, Inc. – Purchase Order C6002012, bringing the new total amount of the purchase order to \$273,813.09.

ADDITIONAL MATERIAL: Request for Change Order No. 2 – Arlington High School Opportunity Classroom

Attached: Yes

CHANGE ORDER

Distribution to:
 Owner
 Architect
 Contractor

PROJECT: Arlington High School Opportunity Classroom

CHANGE ORDER NO: 2

DATE: January 17, 2012

TO: Hamel Contracting, Inc.
 26341 Jefferson Avenue, Suite B
 Murrieta, CA, 92562

BID NO: 2011/12-21

You are directed to make the following changes in this Contract:

COR #	DESCRIPTION OF WORK	COST
004	Revise the location of the electrical panel	\$2,201.04

Not valid until signed by both the District and Architect.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time

The original Contract Sum was	\$256,500.00
Net change by previously authorized Change Orders	\$ 15,112.05
The Contract Sum prior to this Change Order was	\$271,612.05
The total amount of this Change Order is (increase/decrease)	\$ 2,201.04
The new Contract Sum including this Change Order will be	\$273,813.09

The amount of days the Contract Time will be changed by [0]

OWNER
 Riverside Unified School District
 3070 Washington Street
 Riverside, CA 92504

By: _____

Date: _____



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda February 21, 2012

Topic: Approval to Exercise the Option for Renewal of CalSAVE Government Purchasing Alliance AEPA Bid #009 – Category – Digital Copiers and Related Equipment

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of digital copiers and related equipment.

DESCRIPTION OF AGENDA ITEM:

On June 15, 2009, the Board of Education approved to utilize the CalSAVE Government Purchasing Alliance AEPA Bid #009 – Category – Digital Copiers and Related Equipment to Konica Minolta Business Solutions USA Inc. The term of the agreement commences on February 28, 2010 and will be extended for three additional 12-month periods ending on February 28, 2013.

The Purchasing Department is recommending exercising the option for renewal of digital copiers and related equipment to cover the needs of the District as they arise.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve and exercise the third-year option of the three-year renewal contract.

ADDITIONAL MATERIAL: Extension of Agreement

Attached: Yes

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

**Konica Minolta Business Solutions USA Inc.
Category – Digital Copiers and Related Equipment**

and

**Monterey County office of Education
CalSAVE-3675 Mt. Diablo Blvd. Suite 110
Lafayette, CA 94549**

said Agreement being numbered: AEPA BID #009 – **Category – Digital Copiers and Related Equipment**

The existing Agreement initially commencing upon award terminates on February 28, 2012; however, the Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2013. AEPA has approved this extension and now **Monterey County office of Education** and **Konica Minolta Business Solutions USA Inc.** desire to extend the Agreement for the third and final term of one (1) year until February 28, 2013. Upon the signatures of an authorized officer from Monterey County office of Education and **Konica Minolta Business Solutions USA, Inc.**, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the California terms and conditions.

Monterey County office of Education

Authorized Signature _____

Konica Minolta Business Solutions USA Inc.

Contractor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the AEPA Bid #009.

Authorized Signature James C. Lange Title SVP - KMBS

Typed Name JAMES C. LANGE

NOTE: This agreement should be received by 5:00 p.m on or before January 13, 2012.

If you as contractor do not want to extend contract, please sign below and return this agreement to Cooperating School Districts.

Discontinue: We desire to discontinue the contract, effective February 28, 2012

Signature: _____ Date: _____

**Board Meeting Agenda
February 21, 2012**

Topic: Approval to Utilize the Department of General Services (DGS) Master Price Agreement No. 5-06-99-01 With U.S. Bank for Purchase Card Services

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for purchase card services.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing Department of General Services (DGS) Master Price Agreement No. 5-06-99-01 for purchase card services (Cal-Card Program). U.S. Bank was awarded DGS Master Price Agreement No. 5-06-99-01, which allows for cooperative purchasing agreements between public agencies. The contract is valid through October 18, 2013.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to utilize the purchase card services and found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase card services to purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: DGS - Agreement

Attached: Yes



**MASTER SERVICES AGREEMENT
PURCHASE CARD SERVICES
(CAL-CARD PROGRAM)
USER GUIDE
Amendment 3**

CONTRACTORS:	US Bank
CONTRACT NUMBERS:	5-06-99-01
CONTRACT TERM:	October 19, 2006 through October 18, 2013
SERVICE:	PURCHASE CARD SERVICES (Statewide)
DISTRIBUTION CODE:	ALL CONTRACTING OFFICES; LOCAL AGENCY LIST; MSA CONTRACTORS, PD CENTRAL RECORDS
NOTE: Electronic version of all documents associated with this MSA can be found on the DGS/PD Internet web page: www.pd.dgs.ca.gov/calcard	
USER GUIDE ISSUE DATE AND EFFECTIVE DATE: October 19, 2011	

1. The Contract is extended until October 18, 2013.
2. User Guide changes are in Section 1, G.1 & 2
3. See Exhibit F – Cost Rebates
4. See Exhibit G – Managed Spend Card option

Original Signature on File

Peggy Adams, Multiple Awards Program (MAP)

PURCHASE CARD SERVICES USER GUIDE

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SECTION I

INTRODUCTION AND GENERAL INFORMATION

This MSA provides statewide purchase card services for the State and participating local governmental entities (agencies). It is also made available for partners in the Western States Contracting Alliance (WSCA).

See: <http://www.pd.dgs.ca.gov/calcard/default.htm> to view the MSA.

This MSA offers the following advantages and benefits to Users:

1. No cost purchase services program.
2. Provides rebates (average transaction, volume sales, and prompt payment) to participating agencies.
3. Eliminates extensive advertising, bidding, and contracting procedures by using the less formal standardized MSA ordering process. Three competitive bids are not required.
4. Contractor has been prequalified for the contract and DVBE criteria have already been met.

A. CONTRACT ADMINISTRATOR INFORMATION

Bonnie Bahnsen
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Phone #: (916) 375-4383
Fax #: 916/375-4663
E-mail: bonnie.bahnsen@dgs.ca.gov

B. CONTRACTOR INFORMATION

U. S. Bank
Courtney Hoppe, Relationship Manager
courtney.hoppe@usbank.com

Susan Fowler, Account Manager
susan.fowler@usbank.com

Bob Hebert, VP
Robert.hebert@usbank.com

Nina Noack, Account Coordinator
nina.noack@usbank.com

C. TERM OF MSA

The term of the Master Purchase Agreement () is October 19, 2006 through October 18, 2013, with one (1) additional two (2) year term. State agencies may not enter into agreements with an end date extending more than 12-months beyond MSA contract term expiration date. The Department of General Services, Procurement Division may utilize the option for one (1), two (2) year contract extension. If the current contract is extended, a supplement will be issued noting the new contract expiration date.

D. ADMINISTRATIVE FEE

Participating agencies do not pay an administrative fee to utilize the CAL-Card contract.

E. SMALL BUSINESS PREFERENCE

Contractor did not subcontract with certified California small business enterprises.

F. DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)

Contractor did not subcontract with certified DVBE subcontractors. US Bank met the DVBE requirements by performing a “good faith effort.”

G. INCENTIVES (REBATES)

For the purpose of earning and receiving incentives (rebates), Participating Agencies will receive the Prompt Payment Rebate structure from the previous contract (# 5-00-CC-02) until December 31, 2006. Rebates as described in this contract (# 5-06-99-01) will begin January 1, 2007, and will be paid by the 50th calendar day following the end of a quarter.

1. Removed Average Transaction Rebate

2. Volume Sales Rebate

The following formula will be used to determine the Volume Sale Incentive for each participating agency:

Total Sale

Quarterly Volume Sales (each individual participating agency) x **.00570** = Quarterly Volume Sales Incentive

3. Prompt Payment Rebate

The following formula will be used to determine the Prompt Payment Incentive for each participating agency:

$$\frac{45 \text{ Days} - \# \text{ of days to pay (date of ACH or check)}}{45 \text{ Days (maximum \# of days)}} \times \text{invoice amount} = \text{Prompt Pay Rebate}$$

SECTION II

ORDERING PROCEDURES FOR STATE AND LOCAL AGENCIES

A. STATE AGENCY INSTRUCTIONS

In addition to procedures delineated in these user instructions, requirements contained in the DGS/PD Purchasing Authority Manual (PAM), State Contracting Manual (SCM), and the participating agency's internal CAL-Card procedures must be complied with.

1. Authority to Use the MSA

Departments should use this MSA in accordance with Public Contract Code (PCC) 10335, State Administrative Manual (SAM) 1200, and SCM, Volume 1. Contracts executed under this MSA may not exceed the approved dollar threshold noted in the department/agency purchasing authority. Refer to Chapter 1 of the Purchasing Authority Manual (PAM) for additional information regarding purchasing authority.

2. Competition and Advertising

Ordering agencies are not required to solicit multiple offers nor post an advertisement in the State Contracts Register when executing an addendum to participate in this MSA.

3. Cost Limits/Dollar Thresholds

The CAL-Card program is a "no cost" program; however, if there are costs under this MSA, the costs may not exceed \$250,000 in accordance with MM03-10. The total contract value shall be based on the cumulative value after including any amendments (i.e., a \$200,000 contract plus a \$60,000 amendment shall be considered a \$260,000 contract, and subject to the requirements accordingly)." Pursuant to PCC Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading the bidding requirements or to circumvent dollar thresholds is prohibited.

4. CAL-Card Contract

Please refer to the CAL-Card contract for the contractor's responsibilities at the website link below:

<http://www.documents.dgs.ca.gov/pd/calcard/AgreementFinal102306.pdf>

5. Purchasing Authority Manual (PAM) for CAL-Card Program

Please refer to the PAM Chapter 9 for instructions (State agencies only) on the CAL-Card Program at the website link below:

<http://www.documents.dgs.ca.gov/pd/delegations/chapter09.pdf>

6. MSA File Documentation and Other Applicable Requirements

Please refer to PAM Chapter 6 for more information regarding the required MSA file documentation (State agencies only) at the website link below:

<http://www.documents.dgs.ca.gov/pd/delegations/chapter06.pdf>

B. INSTRUCTIONS FOR LOCAL AGENCIES

Local agencies utilizing this MSA:

1. **Agree to all operational terms and conditions.**
2. **May use the local agency addendum document to initiate a contract by following the instructions at the website link below:**

<http://www.documents.dgs.ca.gov/pd/calcard/localagencyaddendum.doc>

C. INSTRUCTIONS FOR WESTERN STATES CONTRACTING ALLIANCE (WSCA)

WSCA State, US Bank, and the State of California agree to mutually develop a WSCA participating agreement.

1. Western State Contract Alliance (WSCA) Contract Administration

- Lead state (State of California) administers contract, based on the approved budget.

2. WSCA Managing Participation

- WSCA participating states are responsible for managing participation of its entities.
- WSCA Amendments
 1. Lead state (State of California) is responsible for amending the base contract if required.
 2. If amendment has substantial impact on contract, amendment should be sent to WSCA Directors for review.
 3. Participating states are responsible for negotiating with Contractor any amendments to their own participating agreement with Contractor, but must keep lead state informed of changes made to such participating agreement.

3. Incentive (Rebate) Programs

WSCA states are entitled to the same Incentive (Rebate) Programs that are provided to the Lead state. Therefore, the WSCA states will benefit from the Incentive (Rebate) Programs and be entitled to all incentives (Average Transaction Incentive, Volume Sales Incentive, Prompt Payment Incentive, and Administrative Fee) in this agreement.

D. STATE AGENCIES WITH OVERSIGHT RESPONSIBILITIES

1. State Controller's Office - <http://www.sco.ca.gov/>
2. Department of Finance - <http://www.dof.ca.gov/default.asp>
3. Bureau of State Audits - <http://www.oig.ca.gov/reports/audits.asp>
4. PD, Purchasing Authority Management (PAM) Section - <http://www.dgs.ca.gov/pd/Programs/Delegated.aspx>

SECTION III

FORMS/GUIDES

A. Request to Participate (RTP)

<http://www.documents.dgs.ca.gov/pd/calcard/rtp.doc>

B. State Agency - File Documentation Checklist

For the acquisition of “Cost” services under this MSA, state agencies must follow the documentation requirements for Leveraged Procurements found in Chapter 6 of the Purchasing Authority Manual within the following link:

<http://www.documents.dgs.ca.gov/pd/delegations/FildocLPA.pdf>

C. CAL-Card Incentive (Cost/Rebate) Worksheet

The CAL-Card incentive (contractors’ cost/rebate) worksheet is at the website link below:

<http://www.documents.dgs.ca.gov/pd/calcard/CCRebates.doc>

D. CAL-Card Contact Information

State of California: <http://www.dgs.ca.gov/pd/programs/CALcard.aspx>

US Bank: <http://www.dgs.ca.gov/pd/Calcard/USBankContactsRev2.27.11.pdf>

E. Late Payment Penalties Rate

Refer to State of California Budget Letter 09-28

F. Program Guides

<http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>

G. Training

www.dgs.ca.gov/pd/Programs/CALCard.aspx

H. Excluded Merchant Category Codes

Department of General Service and U.S. Bank will develop a listing of “High Risk” Merchant Category Codes. For a listing of excluded Merchant Category Codes go to:

<http://www.documents.dgs.ca.gov/pd/Calcard/CALCardMCC.doc>

EXHIBIT F – COST/REBATES

Modify/change current contract rebate structure as follows:

- Remove, Average Transaction Rebate Component (Section B.1, D.1.)
- Change, Volume Sales Rebate - Increase Volume Payout from 0.393% to 0.570% (Section B.2, D.2.)

See all the following changes for Table D to take effect 4th Quarter 2011:

1. **D1 – Removed Average Transaction Rebate**
2. **Volume Sales Incentive**

The following formula will be used to determine the Volume Sales Incentive for each Participating Agency:

Quarterly Volume Sales (Individually for each Participating Agency) x **.570%** = Quarterly Volume Sales Incentive

EXHIBIT G – MANAGED SPEND CARD

U.S. Bank Managed Spend Card. The U.S. Bank Managed Spend Card is a specialized corporate liability card designed for use by Customers or Cardholders to charge business related goods and services. Unless requested for a different duration, Managed Spend has a term of twelve (12) to twenty-four (24) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of Customer and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).

By offering this flexible solution with customizable controls, CAL-Card participants are encouraged to continue to expand their card programs to include non-traditional or transient spend not typically managed with a purchase card.

With the Managed Spend "Declining Balance" cards:

- Employee receives a single disbursement or "Lump Sum" card that is expected to cover specific expenses.
- Card only allows the predetermined limit, once the limit is reached, all other purchases are declined. The limit does not refresh each month, and the amount allowed for each cardholder is set by the company.
- The Agency is billed at cycle for each month's card expenditures, and the employee receives a memo statement with purchase activity and available balance information.
- The billing process is no different from the typical CAL-Card program.
- Cardholder transaction activity reporting is available for the program manager.

Managed Spend will carry all other attributes and terms of the P card, payment, etc.

**Board Meeting Agenda
February 21, 2012**

Topic: Approval to Utilize the Los Angeles Unified School District Bid No. C-565 With Arey Jones for the Purchase of Lenovo Personal Computer Systems and Related Equipment and Services

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of personal computer systems and related equipment and services.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase Lenovo personal computer systems and related equipment and services. The Los Angeles Unified School District awarded a contract to Arey Jones, Bid No. C-565, which allows for cooperative purchasing agreements between public agencies. The contract is valid through June 30, 2014, with an option to extend for two (2) one (1) year terms.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options for the purchase of personal computer systems and related equipment and services and found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced with limit of \$51,000,000.00 as to dollar amount of the contract

for the initial term and an additional \$17,000,000.00 each additional year of the optional extend period.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase of personal computer systems and related equipment and services to purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: LAUSD – Bid Advertisement, Board Agenda and Agreement

Attached: Yes

(When required)

RECORDING REQUESTED BY AND MAIL TO:

LOS ANGELES DAILY JOURNAL
- SINCE 1888 -

915 E FIRST ST, LOS ANGELES, CA 90012
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026
Telephone (213) 229-5300 / Fax (213) 229-5481

This space for filing stamp only

Aielyn D/t tualla
LAUSD/PROCUREMENT/PROFESSIONAL S
8525 REX ROAD
PICO RIVERA, CA - 90660

DJ#: 2080619

Notice is hereby given that the Board of Education of the City of Los Angeles will receive bids for furnishing the following materials and/or services to the Los Angeles City School District in accordance with Bid and Contract Conditions and Specifications on file in the Procurement Services Center, 8525 Rex Road, Pico Rivera, California 90660. Bid will be available online only at <http://psg.lausd.net/vendors/>.

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
IFB C-565

CONTINUING CONTRACTS

**IFB C-565
PERSONAL COMPUTER SYSTEMS
AND RELATED
EQUIPMENT AND SERVICES**

**Pre-Bid Conference
April 15, 2011, 10:00A.M.
8525 Rex Road , Bid Room
Pico Rivera , CA 90660**

Attention of bidders is called to the provisions of the Bid Conditions concerning bid and performance guarantee requirements, if any.

Preference for California-made supplies will be made in accordance with Section 4331 et seq. of the Government Code of California.

Bids must be submitted on a form obtainable from and filed with said Branch before 2:00 p.m., April 29, 2011 and will be opened in public at that time and place.

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
BY: PETER DALE
DIRECTOR OF PROCUREMENT
MANAGEMENT BRANCH
4/12, 4/19/11

DJ-2080619#

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

04/12/2011, 04/19/2011

Executed on: 04/19/2011
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



* A 0 0 0 0 0 2 1 4 9 6 2 7 *

ADOPTED
Procurement
Board Report
June 14, 2011

E. BOARD REPORT (PURCHASING AGREEMENTS – OVER \$250,000)

Contractor Name: BROADWAY TYPEWRITER CO. INC. dba AREY JONES EDUCATIONAL SOLUTIONS **Contract No.:** 1250059 (IFB #C-565)

Program: Personal Computers and Related Services

Action Proposed: Approved execution of a Master Agreement for various types and models of personal computer systems and related equipment and services for an amount not-to-exceed \$85,000,000, inclusive of option years.

Period of Performance: Initial Period: July 1, 2011 to June 30, 2014 (\$51,000,000)
Option Year 1: July 1, 2014 to June 30, 2015 (\$17,000,000)
Option Year 2: July 1, 2015 to June 30, 2016 (\$17,000,000)

Basis of Award: IFB - Competitive

Board Options and Consequences: Approval of this contract will allow the District schools and offices to secure significantly discounted pricing on laptops, netbooks, desktops, tablets, virtualized desktops, server systems, and emerging computing systems that meet or exceed District specifications. Without a master contract, purchases of computers and related services would require submission of multiple bids for each purchase.

Policy Implications: None

Source of Funds: General Funds - Restricted (15%); General Funds – Unrestricted (10%); Grant Funds (45%), and Program Specific (30%)

Issues and Analysis:

No legal issues

Legal informative attached

Expected Outcomes/Deliverables: Provide computers and related hardware for use in schools and offices to support business duties and instruction.

Program Outcome Evaluation: Performance shall be evaluated by checking deliveries, orders and spot surveys of schools and offices making purchases.

Core Strategy(s): Using Data to Drive Standards Based Instruction
Supporting All Employees
Creating and Supporting Quality Schools

Outsourcing Justification: This contract is the purchase of new personal computer systems and related equipment and services.

Accountable Staff: Ronald S. Chandler
Chief Information Officer

Applicable Board Delegations: Board Approval for contracts exceeding the \$250,000 limit

Superintendent's Comments: None

Miscellaneous Issues and Matters:

- Desegregation Impact Statement Attached
- Division of Accountability and System-wide Performance
- Informative

Los Angeles Unified School District

Procurement

JOHN E. DEASY, Ph.D.
Superintendent of Schools

MICHELLE KING
Senior Deputy Superintendent, School Operations



ENRIQUE BOULL'T
Interim Chief Operating
Officer

KELLY SCHMADER
Interim Chief Facilities
Executive

Delivered via email to peter@areyjones.com and michael@areyjones.com on July 6, 2011

July 6, 2011

NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Contract No.: 1250059-1 (Dell), 1250059-2 (HP), 1250059-3 (Lenovo)
Bid No: C-565
Contract Period: July 1, 2011 through June 30, 2014, inclusive
Vendor #: 128327

Mr. Peter Scarpella
Mr. Michael Scarpella
Broadway Typewriter Co. Inc. dba Arey Jones Educational Solutions
1055 6th Avenue, Suite 101
San Diego, CA 92101

Attention: Mssrs. Peter and Michael Scarpella

This is your notice that on June 14, 2011, the Los Angeles Unified School District accepted your Bid and awarded a Contract to you for the item(s)/service(s) listed in "Attachments No. 1, 2, and 3 to Notice of Acceptance of Bid and Award of Contract," which is attached hereto and made a part hereof (hereinafter referred to as "the Attachments").

The District's acceptance of your Bid and award of Contract is made conditional on the District's denial of your requested "Bidder's Exceptions To Bid" (if applicable) which are listed on the Attachments (hereinafter referred to as "Exceptions").

The Contract consists of your submitted Bid (excluding Exceptions that have been denied, if applicable), the other documents specified in the Specifications and General Bid and Contract Conditions (hereinafter referred to as the "Bid Documents"), this letter (Notice of Acceptance of Bid and Award of Contract), and the Attachments to this letter.

Satisfactory Evidence of Insurance in compliance with the requirements specified in the Bid Documents must be furnished within the time period specified in the Attachments to this letter. Failure to furnish the Evidence to the Procurement Management Branch within time period specified could result in default of the Contract.

The District may not issue a Purchase Order or Notice to Proceed until all such required items have been furnished.

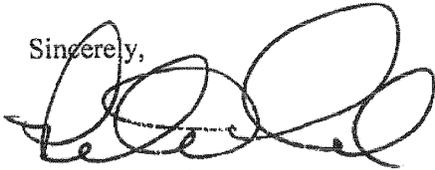
If you have any questions regarding this award of contract, please contact the buyer.

Please indicate your acknowledgment of receipt of this letter by signing and returning the "original" of this letter to the Procurement Management Branch at the following address:

Los Angeles Unified School District
Procurement Management Branch
333 S. Beaudry Building, 22nd Floor
Los Angeles, CA 90017

Attention: Bruce Trenbeth

Sincerely,



PETER DALE
Director, Procurement Management Branch

cc: Bruce Trenbeth
Assistant Contract Administration Manager

* * * * *

BROADWAY TYPEWRITER CO. INC. dba AREY JONES EDUCATIONAL SOLUTIONS

Contractor acknowledges receipt of this Notice and the Attachments identifying the items awarded.

By: Michael Scarpella
Signature

By: Michael Scarpella
Print Name

Title: CEO

Date: 7-7-11

Los Angeles Unified School District

Procurement

ATTACHMENT NO. 1 TO NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Date of Notice: June 15, 2011
Contract No.: 1250059-1 (Dell)
Bid No: C-565

Items Awarded

- All items listed in the Bid's Rate Schedule Section, inclusive.
 Only the items listed on Page 2 of this Attachment.

Bidder's Exceptions To Bid

- Not applicable.
 The following requested exceptions are denied:

 The following requested exceptions are accepted:

Payment and/or Performance Bond(s)

- Not applicable.
 Required; due within ten (10) calendar days of the above Date of Notice.
Amount \$ _____.

Evidence of Insurance

- Not required at this time as current evidence of insurance is on file. New evidence must be submitted prior to any policy expiration.
 Required as indicated below within 10 days. In addition, this contract will not be forwarded for use until satisfactory Evidence of Insurance is provided.
 Commercial general liability*
 Automobile liability (owned, hired and non-owned)*
 Workers' compensation

*The policy must be endorsed to name Los Angeles Unified School District and the Board of Education of the City of Los Angeles (two separate entities) as additional insureds.

Evidence of Insurance (continued)

_____ Professional liability
_____ Other:

Call Bruce Trenbeth at (213) 241-8765 for assistance or information regarding insurance requirements. Send the Evidence of Insurance to:

Los Angeles Unified School District
Procurement Management Branch
333 S. Beaudry Building, 22nd Floor
Los Angeles, CA 90017

Attention: Bruce Trenbeth

Items Awarded

All Dell items listed in the Rate Schedule section of your bid.

Los Angeles Unified School District

Procurement

ATTACHMENT NO. 2 TO NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Date of Notice: June 15, 2011
Contract No.: 1250059-2 (HP)
Bid No: C-565

Items Awarded

- All items listed in the Bid's Rate Schedule Section, inclusive.
 Only the items listed on Page 2 of this Attachment.

Bidder's Exceptions To Bid

- Not applicable.
 The following requested exceptions are denied:

 The following requested exceptions are accepted:

Payment and/or Performance Bond(s)

- Not applicable.
 Required; due within ten (10) calendar days of the above Date of Notice.
Amount \$_____.

Evidence of Insurance

- Not required at this time as current evidence of insurance is on file. New evidence must be submitted **prior** to any policy expiration.
 Required as indicated below within 10 days. In addition, this contract will not be forwarded for use until satisfactory Evidence of Insurance is provided.
 Commercial general liability*
 Automobile liability (owned, hired and non-owned)*
 Workers' compensation

***The policy must be endorsed to name Los Angeles Unified School District and the Board of Education of the City of Los Angeles (two separate entities) as additional insureds.**

Evidence of Insurance (continued)

_____ Professional liability
_____ Other:

Call Bruce Trenbeth at (213) 241-8765 for assistance or information regarding insurance requirements. Send the Evidence of Insurance to:

Los Angeles Unified School District
Procurement Management Branch
333 S. Beaudry Building, 22nd Floor
Los Angeles, CA 90017

Attention: Bruce Trenbeth

Items Awarded

All HP items listed in the Rate Schedule section of your bid.

Los Angeles Unified School District

Procurement

ATTACHMENT NO. 3 TO NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Date of Notice: June 15, 2011
Contract No.: 1250059-3 (Lenovo)
Bid No: C-565

Items Awarded

- All items listed in the Bid's Rate Schedule Section, inclusive.
 Only the items listed on Page 2 of this Attachment.

Bidder's Exceptions To Bid

- Not applicable.
 The following requested exceptions are denied:

 The following requested exceptions are accepted:

Payment and/or Performance Bond(s)

- Not applicable.
 Required; due within ten (10) calendar days of the above Date of Notice.
Amount \$_____.

Evidence of Insurance

- Not required at this time as current evidence of insurance is on file. New evidence must be submitted **prior** to any policy expiration.
 Required as indicated below within 10 days. In addition, this contract will not be forwarded for use until satisfactory Evidence of Insurance is provided.
 Commercial general liability*
 Automobile liability (owned, hired and non-owned)*
 Workers' compensation

***The policy must be endorsed to name Los Angeles Unified School District and the Board of Education of the City of Los Angeles (two separate entities) as additional insureds.**

Evidence of Insurance (continued)

_____ Professional liability
_____ Other:

Call Bruce Trenbeth at (213) 241-8765 for assistance or information regarding insurance requirements. Send the Evidence of Insurance to:

Los Angeles Unified School District
Procurement Management Branch
333 S. Beaudry Building, 22nd Floor
Los Angeles, CA 90017

Attention: Bruce Trenbeth

Items Awarded

All Lenovo items listed in the Rate Schedule section of your bid.

**Board Meeting Agenda
February 21, 2012**

Topic: Approval to Utilize the Western States Contracting Alliance (WSCA) Master Price Agreement No. B27164 With Hewlett Packard Company for the Purchase of Computer Equipment, Peripherals, and Related Services

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of computer equipment, peripherals, and related services.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing Western States Contracting Alliance (WSCA) Master Price Agreement No. B27164 for the purchase of computer equipment, peripherals & related services. Hewlett Packard Company was awarded WSCA Master Price Agreement No. B27164, which allows for cooperative purchasing agreements between public agencies. The contract is valid through August 31, 2014, if all optional extensions are utilized.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options for the purchase of computer equipment, peripherals & related services and found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase of computer equipment, peripherals & related services to purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: WSCA - Agreement

Attached: Yes

WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27164

This Agreement is made and entered into by Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W, Houston, TX 77070 ("Contractor" or "HP") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and, **WHEREAS**, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

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

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** Products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all Products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all Services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept Services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply Products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

“Announced Promotional Price” are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

“Consumables” those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser’s use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

“Configuration” in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

“Contract” means a binding agreement for the procurement of items of tangible personal property or Services. Contract and Master Price Agreement are used interchangeably in this document.

“Contractor” means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the Products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

“CPV Member” is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

“CPV Program.” The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of

Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" refers to the increased discounts by Product group or Band under the HP Product and Service Schedule (PSS) which may be offered by HP based on HP's evaluation of its pricing policies and structures on a periodic six month basis. If Cumulative Volume Discounts are recommended by HP, HP's written request for the increased discount is submitted to the WSCA/NASPO Contract Administrator for approval. The increased Cumulative Volume Discount is effective for orders after the later date of receipt of approval from the WSCA/NASPO Contract Administrator or the effective date specified in the HP written request for approval.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with Products listed in the PSS, or supplied in connection with Services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only.

"Equipment" means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the manufacturer's suggested retail price (MSRP) offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master

Price Agreement, the Lead State is Minnesota.

“Mandatory” The terms “must” and “shall” identify a mandatory item or factor.

“Manufacturer” means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited OEM warranties on the Products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Master Price Agreement” means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's Products and/or Services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

“Materials Management Division” or “MMD” means the procurement official for the State of Minnesota or a designated representative.

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” or “Participating Addenda” means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCANASPO Contract Administrator PRIOR to any orders being processed.

“Participating State” or “Participating Entity” means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

“PDA” means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The

PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Peripherals” means any Product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

“Permissive Price Agreement” means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

“Per Transaction Multiple Unit Discount” means Purchasing Entity-specific, transaction(s)-specific, large volume negotiated price based on firm quantity and configuration buys during a set timeframe (also referred to as “Big Deal” pricing).

“Political Subdivision” means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

“Price Agreement/Master Price Agreement” means an indefinite quantity contract that requires the Contractor to furnish Products or Services to a Purchasing Entity that issues a valid Purchase Order.

“Procurement Manager” means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

“Product(s)” means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” or **“PSS”** refers to a complete list, grouped by major Product and/or Service categories, of the Products and

Services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and Services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all Equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

“Purchase Order” means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or Services described in this solicitation.

“Refurbished Products” are Products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of Products offered or supplied under the Master Price Agreement. These types of Services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a Product offered or supplied. General consulting and all forms of application development and programming services are excluded.

“Servicing Subcontractor/Subcontractor/Reseller Agent” means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing Products and Services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.

“Standard Configurations” or **“Premium Savings Configurations”** means discounted standard configurations that are available to Purchasing Entities

using the Master Price Agreement only. Any entity, at any time, that commits to purchasing these Configurations adopted by their State or other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

“State Procurement Official” means the director of the central purchasing authority of a state.

“Storage Solution/Auxiliary Storage” means the technology and Equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

“Takeback Program” means the Contractor's process for accepting the return of the Equipment or other Products at the end of life—as determined by the State utilizing the Master Price Agreement, subject to section 17 of this Agreement. Software licenses, excluding software media; stand-alone scanners; and stand-alone fax machines are not subject to the Takeback Program.

“Trade In” refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

“Travel” means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

“Universal Resource Locator” or “URL” means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

“WSCA/NASPO Contract Administrator” means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and Services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of

valid "Purchase Orders". Purchase Orders may be issued to purchase the license for software or to purchase Products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all Products covered by this Agreement, unless otherwise noted herein.

3. Title Passage

The Contractor must pass unencumbered title to any and all Products purchased under this Contract upon receipt of Product by the Purchasing Entity. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and Services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and Services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement, including Amendments;
- C. Exhibits to this Agreement;
- D. The list of Products and Services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.

B. Payment of Invoice

1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.

2. For Minnesota, per Minnesota Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. After the thirtieth day, interest may be paid on the unpaid balance due to the Contractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good faith effort to pay within thirty (30) days on all undisputed invoices.

3. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCANASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and Services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and Services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or Services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order for undelivered Products and Services.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the Product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until delivery to the identified ship to address when responsibility and liability for loss shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence or wrongful intentional act or omission of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 3 to 5 days after receipt of a valid purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor agrees to take legal responsibility for the warranty and maintenance (under warranty) of all Products furnished through this Agreement. Taking legal responsibility means the Contractor, either directly or indirectly, must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities as it applies to the standard warranty that comes with the Product. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement covering warranty. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's Products which is published in the Contractor's Product manuals or data sheets.
 2. The Product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications unless otherwise noted in Contractor's proposed quote to the Participating Entity.
 3. The Product will be suitable for the ordinary purposes for which such Product is used,
 4. The Product has been properly designed and manufactured for its intended use, and
 5. The Product is free of significant defects in material and workmanship.
 6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
 7. Exhibit A contains warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other Products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
 - a) Product warranty
 - b) Software warranty
 - c) Procurve warranty
- B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.
- C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.
- D. The Contractor will provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. The Contractor offers the Purchasing Entities an ability to upgrade warranties, for an additional fee, at the time of purchase of Products in the aforementioned Bands. Contractor's Website lists the environmental certifications; and any self-registration claims of EPEAT (bronze minimum) and Energy Star compliance, applicable to the respective Product.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any HP-Branded Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State or Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes; or
 5. Product use with Products that are not the Contractor branded.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, or if applicable to Purchasing Entity its available Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line and Cumulative Volume Discounts will be submitted to the Lead State by the Contractor in a format agreeable to both parties. The increased price discount represented in the Cumulative Volume Discount will apply to all future orders, until the next level of cumulative volume is in effect.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and Services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:
 - Band 1 – Servers**
 - Band 2 – Workstations**
 - Band 3 – Printers**
 - Band 4 – Storage Solutions**
 - Band 5 – PDAs**
 - Band 6 – Instructional Packages (Bundles)**
 - Band 7 – Monitors**
 - Operating Systems**
 - Local Area Networks**
 - Digital Projectors**
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the hardware and software installation or operation of Products supplied by the Contractor during the Product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B above, as well as a identification of such information on the web site.

18. Product Delivery

Contractor agrees to make a reasonable effort to deliver Products to Purchasing Entities within twenty (20) business days or less after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order, where the timeframe for required delivery is greater than twenty (20) business days or as otherwise mutually agreed by the Purchasing Entity and Contractor.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its

obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Minnesota transactions must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any Participating Entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or participating entity to any agreements, settlements, liability or understanding with other third parties whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or Participating Entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract Services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, for state agency Purchase Entities in the Lead State, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the Lead State Purchasing Entity, pay all subcontractors having an interest in the

applicable Purchase Order their share of the payment for undisputed Services provided by the subcontractors. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. Notwithstanding, for the purposes of this Section 23, this section shall not apply to Contractor's obligations to its business development partners, including its authorized resellers and service providers, where Contractor's obligations to its partners are bound by the terms of a separate business development partner agreement between the partner and the Contractor. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its agencies and employees, from any and all claims or causes of action, including attorney's fees for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

Contractor, its principals, members and employees shall not be liable to the State or any Purchasing Entity, unless otherwise stated in the applicable Participating Addendum, for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Contract or the goods provided or Services performed hereunder for any amount in excess of the greater of two-million dollars (\$2,000,000) or the value of the Purchase Entity's purchase order

used to acquire the Products and Services that are the subject of the Purchasing Entity's claim. Contractor's liability for damage to real or tangible property incurred on a per order basis shall not exceed two-million dollars. This limitation of liability does not apply to damages for bodily injury or death caused by the Contractor's negligence, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's or Purchasing Entity's negligence, or intentional wrong doing. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Contract or the use of the Products or Services purchased by the Purchasing Entity hereunder.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the forbearing/indulging party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition

of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCANASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. The Contractor may not make changes to the website format as defined in Contractor's RFP Section 4, Electronic Commerce response without notifying the WSCANASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable federal laws, and the laws, regulations, and executive orders pertaining to equal employment opportunity, of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of

the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's state.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative, Contractor WSCA Program Manager, to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in the Contractor primary representative, Contractor WSCA Program Manager, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

- A. The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- C. Sections 34.A through B above apply to transactions between Contractor

and applicable Lead State Purchasing Entities. Contractor agrees to be bound by the statutorily required data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

- E. Notwithstanding the above, the parties agree that any confidential information required to be exchanged will be done so under the terms of a mutually agreed upon, signed confidentiality agreement.

35. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of

any Products and shall bear the costs associated with the site preparation.

39. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the Services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

40. WSCA/NASPO Contract Administrator

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for facilitation of resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish. Software licenses, warranty, and service agreements that were entered in to under the terms and conditions of the Agreement shall survive this Agreement.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

To Contractor:

Debra Lee
HP Contract Program Manager
442 Swan Blvd.
Deerfield, IL 60015
Fax: 281-927-5213
Email: debra.lee@hp.com

44. Reporting and Fees

- A. Administration Reporting and Fees

- 1. The Contractor agrees to provide monthly utilization reports to the

WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). Reports submitted within five (5) days of the report due date shall not be deemed as a default by Contractor. The report shall be in the format developed by the Lead State and supplied to the Contractor for its review and mutual written consent to implement. Contractor shall be released from reporting on the Lead State requested Fields of LIST PRICE/MSRP/CATALOG PRICE and ORDER TYPE (debits/credits) until such time as Contractor automated reporting tools have the capability to include the Field in its reports. Contractor will have the automated reporting capabilities to include the aforementioned Fields within nine (9) to twelve (12) months of the commencement of this Contract. Notwithstanding the foregoing, Contractor will commence reporting on the requested Fields once Contractor's automated reporting tools are capable.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Admin Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtitled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. Subject to Contractor's automated reporting tools capabilities, the Contractor will use reasonable commercial efforts to provide the EPEAT and Energy Star environmental information shown in a mutually agreed upon report format; as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Reporting on this information will occur no more than once quarterly, and will commence once Contractor has the capability to generate automated reports to include this information for its US based customers.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract

Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.

6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Consistent Nonperformance of contractual requirements; or
 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

- C. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity;
 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
 3. Impose liquidated damages, as mutually agreed to by the parties, as specified in an amendment to the Participating Addendum;
 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entities jurisdiction.
 5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. The Purchasing Entity shall take reasonable actions to mitigate the cost to re-procure.
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

A. Website Pricing Audit

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in Exhibit E – Website Price audit requirements. Pricing is audited on a quarterly basis.

1. The product audit will closely monitor the Products and Services listed on the website to insure they comply with the approved Products and Services. The addition of Products or Services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

B. Sales Audit

The Contractor further agrees to provide sales audit reports based on the formulas described in Exhibit E – Sales audit report format.

- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and Services to non-profit organizations,

private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the State has no liability whatsoever concerning payment for Products or Services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

A. Nothing in this Contract shall be construed as transferring any right, title, or interest in either Party's, any Purchasing Entity's, or their third party's confidential information, pre-existing intellectual property, trademarks, copyrights, intellectual property or other proprietary interest.

50. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or Services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

52. Right to Publish

- A. Any publicity given to the program, publications or Services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion

or position as to the quality or effectiveness of the Products and/or Services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

- A. The Contractor's process for resolving complaints concerning Products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such Services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

57. E-Rate Program

The Contractor's E-Rate identification number and list of E-Rate qualifying Products is as follows:

HP E-Rate Spin Number: 143007617

HP FCC Registration Number: 0012062535

Qualifying Products:

HP ProLiant Servers

HP ProCurve Network Electronics

HP Services for eligible Products (Installation, Maintenance, Training, Infrastructure design)

The Contractor shall make every effort to continue its involvement in this program and to add Products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions,

By: *Thomas J. Sametti*

Title: *SR. Vice President*

Date: *6/29/09*

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopschke*

Title: Acquisitions Supervisor

Date: *7/2/09*

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: *Brenda Willard*

Date:

Original signed

JUL 02 2009

By *Brenda Willard*

EXHIBIT A – ADDITIONAL WARRANTIES and SUPPORT SERVICES

A. Warranty Information

1. Warranty information is available at the following URLs:

- Product warranty URL link:
<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=c00383139&lang=en&cc=us&taskId=&prodSeriesId=316617&prodTypeId=12454>.
- Software warranty URL link:
http://docs.hp.com/en/5991-6026/ch01s06.html?jumpid=reg_R1002_USEN
- Procurve warranty URL link:
<http://www.procurve.com/warranty>

2. GENERAL WARRANTY PROVISIONS:

- a. Warranty Statements. HP limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are available with Products, on quotations, or upon request. The limited warranties are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. HP warrants that it will perform Professional Services using generally recognized commercial practices and standards. HP will re-perform any Professional Services not performed in accordance with the foregoing warranty provided that HP receives written notice from Customer within thirty (30) days after such Professional Services were performed. This will be Customer's sole and exclusive remedy for a breach of the foregoing warranty.
- e. Warranty Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
 2. Customer's non-compliance with Specifications or Transaction Documents;
 3. improper or inadequate maintenance or calibration;
 4. Customer or third-party media, software, interfacing, supplies, or other products;
 5. modifications not performed or authorized by HP;
 6. virus, infection, worm or similar malicious code not introduced by HP; or
 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- f. Non-HP Branded Products and Services. HP provides third-party Products, software, and Services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such Products, software and Services may provide their own warranties.

Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

B. Support Services

1. SUPPORT SERVICES

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
- b. Ordering Support. Customer may order Support:
 1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
 2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
 3. on a per-event basis; or
 4. at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
- c. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
- d. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
- e. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
- f. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
- g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section 1.g states HP's entire liability for Support warranty claims.

2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
- b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
 1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
 2. Customer requests for repair for damage or failure attributable to the causes specified in Exhibit A, subsection 2.e ("Warranty Exclusions"); and
 3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS

Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.

4. STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. **Minimum Configuration for Support.** Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. **Eligibility.** For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. **Modifications.** Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. **Loaner Units.** HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. **Relocation.** Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.
- f. **Maximum Use Limitations.** Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- g. **Multi-Vendor Support.** HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

5. PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis

service; and

- e. provide remote connectivity through an HP approved communications line.

6. CUSTOMER RESPONSIBILITIES

- a. **Data Backup.** To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. **Hazardous Environment.** Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. **Authorized Representative.** Customer will have a representative present when HP provides Support at Customer's site.
- e. **Product List.** Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP trademark and copyright notices.

7. SUPPORTED SOFTWARE

Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. **Compatible Cables and Connectors.** Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. **Support for Accessories.** HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. **Consumables.** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. **Replacement Parts.** Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. **Service Providers.** HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. **Designated Callers.** Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. **Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of

general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

- c. **HP IT Resource Center.** HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section 9.b above.
- d. **Telecommunication Charges.** Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service.

Extended warranties

HP's standard new Product warranty, and upgraded warranty support Services, can be extended in one-year increments for a total of five years of coverage for most Products.

Post maintenance Services

HP has a wide range of onsite high-quality support Services for covered hardware, helping improve Product uptime and availability. Entities have the flexibility to choose between different service-level options featuring different response times and coverage windows, as well as between several coverage periods to address specific service needs. The Services are available throughout the United States and in most international locations. Please see *Attachment 5, HP Onsite Hardware Support Services*, for details.

See HP Website, referenced in A.1 above, for additional information on these warranties, support, service tools, etc.

EXHIBIT B – COMPLAINT RESOLUTION

HP will work with WSCA/NASPO and Participating States to customize the procedures to the states' specific escalation requirements. HP's formal order management, service escalation and customer feedback escalation procedures are described below and in detail in the RFP response, Corporate Overview, sub-section d.1.e. – Complaint Resolution.

Most problems are readily resolved before escalation is necessary. This section details activities for those instances in which problems cannot be so quickly resolved. In keeping with HP's understanding of the importance of system availability to the WSCA states, HP is receptive to discussions on how it may modify any escalation procedures to better meet specific customer needs. Each and every State Procurement office, as well as procuring entities, also has an assigned State Government HP Contract Program Manager point of contact to assist in the escalation process, eliminating the need to contact multiple people.

Customer Feedback Escalation

HP has developed a strong customer feedback system, including a clear escalation process for handling dissatisfaction. The feedback system provides a variety of mechanisms for customers to communicate their suggestions, recommendations, comments, and complaints to HP. Cataloging and analyzing the feedback provides HP entities with valuable insight into trends, information, and issues that can be applied to improve products and process performance.

Order Management Escalation Process

A Customer Service Representative (CSR) assigned to the WSCA account will oversee the order fulfillment activities from the point of order entry and acceptance, to invoicing and delivery. This includes customer satisfaction and any issues that WSCA may have during the deployment. The CSR is responsible with ensuring that any issues or potential issues are escalated to prevent deployment delays and will see problems through to resolution. Customer Services is required to adhere to the following standard service levels (in business hours):

Action	Standard Service Level (in business hours)
PO Receipt to CSR order entry	4.0 hrs
PO Receipt to clean (executable) order	8.0 hrs
Confirmation sent to customer/sales/mgmt that orders has been placed and provide order # and ETA if available.	4.0 hrs
Estimated Ship Date upon order entry (Provided to customer as requested or as part of regularly scheduled open order report)	Estimate based on best information available. With follow-up as new information becomes available.
Updates to estimated ship date (Provided to customer as requested or as part of regularly scheduled open order report)	As new information becomes available.
Call Back/Email Response to customer from CSR (from point customer leaves voicemail/email to point CSR calls customer back or responds to email request)	4 hrs
RMA Request (From time CSR receives to RMA being generated)	12 hrs
Warehouse Receipt of RMA'd goods to completion of Credit	3 days

All billing disputes should be brought to the attention of your HP Direct Customer Services Team. Customer Services will then work with HP's internal Finance Department that can resolve the disputes. The Finance Department will research the dispute, including gathering purchase order information from your CSR.

While customers may request that bills be submitted in a batch, all records are individually maintained by order number. Complete order information follows the order throughout the fulfillment process, and can be traced to each separate process to determine the source of any errors and the necessary action for resolution.

The resolution will be communicated to the customer by the Finance Department. Any credit due will be processed by your CSR. In the event that HP has maintained an incorrect price, additional research will be performed to determine the extent of error. Billing adjustments will be made as necessary.

Escalation Process

The services global escalation process is a worldwide process that is initiated when it is determined that HP's standard service delivery processes have not delivered or will not deliver an acceptable solution to WSCA/NASPO and WSCA Participating State and/or procuring entities in an agreed-upon time frame.

The Escalation Process includes the following steps:

1. Formation of Escalation Team
2. Development of Technical Action Plan
3. Communication of Action Plan
4. Execution of Action Plan
5. Post-solution Review
6. Continual Improvement
- 7.

The Escalation Team

When it has been determined that a problem has arisen and needs to be resolved, an Escalation Team is formed to manage issue resolution. The Escalation Team is comprised of technical and management members from HP. This team is responsible for developing an action plan to be used in resolving the issue. Members of the Escalation Team often include:

- Escalation Management Owner—represents the customer to HP, leads the escalation effort and is the focal point for communication of the plan to the customer.
- Escalation Specialist—assists with the development and coordination of the technical aspects of the action plan.
- Complex Problem Manager—as required, the Complex Problem Manager coordinates engineering and partner resources for complex problems involving multiple product sets.
- Additional Resources—may be added to the Escalation Team to add specific Product expertise as required in any given escalation. These resources may include: Engineering, Delivery Partners, HP Management and Executives.

Escalation Categories

There are three categories of escalation:

- Local escalation
- Regional escalation
- Global escalation

Escalation categories are driven by a customer's view of the situation. If the impact on the customer is local (that is, within one area/country) the escalation category is local. If the impact is across a number of areas/countries within one region, the category is regional. If the impact is across a number of areas/countries in more than one region, the category is global. Once the escalation category has been determined, an Action Plan can be developed.

Issue Resolution

In the event of a customer satisfaction issue, the customer's first point of contact is the Primary Account Representative/Contract Program Manager or the Account Manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization updated on progress. Most issues are resolved readily at the local level. If needed, the situation is escalated to executive management at the territory or U.S. level.

EXHIBIT C – VALUE-ADDED SERVICES

Contact HP, or visit the HP website, for further details on these Services:

Installation

Training

Self-Maintainer Program

Asset Management

Imaging

Factory Services for Servers and Storage

HP Lease Financing Information

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. HP sample lease documents can be found under the "Information Center" link available on HP's WSCA-approved website at www.hp.com/buy/wscalii.

EXHIBIT D- HP SOFTWARE LICENSE TERMS

1. LICENSE GRANT

HP grants Customer a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for HP Branded Software will not be materially more restrictive than the Use defined in this sub-section. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

2. OWNERSHIP

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.

3. ACCEPTANCE

Customer accepts Software upon delivery.

4. UPGRADES

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.

5. LICENSE RESTRICTIONS

- a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.
- b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.
- c. Copyright Notice. Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
- d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control

of Customer.

- e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an HP Business Partner.
- f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Use for Service Provision. Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.
- h. Consultant Use and Access. Subject to the terms and conditions of this Agreement, Customer may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to Customer. Customer will be responsible and directly liable to HP for consultants' compliance with this Agreement.

6. LICENSE TERM AND TERMINATION

Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted to Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.

7. LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section 5.d above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

8. U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.

9. COMPLIANCE

Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.

10. WARRANTY

HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.

11. VIRUS WARRANTY

HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.

12. WARRANTY LIMITATION

HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.

13. EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section 13 states HP's entire liability for warranty claims.

14. IMPLIED LICENSE

There are no implied licenses.

EXHIBIT E – AUDITS MPA B27164

SALES AUDIT PLAN

The "HP" 2009-2014 WSCA/NASPO Personal Computer and Related Devices Contract, Sales Audit Plan" specifies the sales audit plan and sale audit report format, as it applies to Section 46.A of the Master Price Agreement B27164.

Audit Purpose: To confirm and ensure contract compliance. The audit will confirm if the agency paid the PSS discount price or a lower price in accordance with Section 13, Price Guarantee.

Audit Responsibility: HP WSCA Primary Account Representative/Contract Program Manager (HP Program Management)

Audit Conducted: Weekly

Audit Results Timeframe: Provided to WSCA/NASPO Administrator Quarterly as required by WSCA/NASPO.

Audit Process

Step 1 On a weekly basis the HP WSCA/NASPO Contract Program Manager will obtain two reports; 1) summary activity (total number of orders) and 2) weekly orders. These reports will be used to pull one tenth of one percent (.001) of orders weekly.

Step 2 The HP WSCA/NASPO Primary Account Representative/Contract Program Manager will pull at random one tenth of one percent of orders covering all Bands within the PSS, if procured

Step 3 The HP WSCA/NASPO Contract Program Manager will pull the online copies of Purchase Order and Invoices based on the random one tenth of one percent of orders selected

Step 4 The information on the Purchase Order and invoice will be documented in an excel file.

Step 5 The HP WSCA/NASPO Contract Program Manager will compare the pricing on the line item detail report in comparison with the Purchase Order/Invoice and HP WSCA/NASPO Contract PSS Discounts in an excel file and compile audit results.

Step 6 The HP WSCA/NASPO Contract Program Manager will provide the WSCA/NASPO Administrator in email, as noted in the Mandatory Meeting on 3/31, the following information covering a Quarter of the above audit detail/results:

1. Total Number of Purchase Orders during the timeframe
2. Total Number of Purchase Orders/Invoices audited based on the one tenth of a percent or no more then 100 purchase orders/invoices if there are more then 100,000 orders.
3. Results in a brief summary

Step 7 HP will request approval by the WSCA/NASPO administrator on the format of the first submission of the sales audit to ensure this meets with the guidelines of the WSCA/NASPO administrator.

Step 8 The HP WSCA/NASPO Contract Program Manager will provide the final documents and results to the HP Contract Operations team for our records.

WEBSITE PRICING AUDITS

Website Pricing Audits as it applies to Section 46.A, of the Master Price Agreement B27164, is specified below.

HP has different team members that audit the pricing and websites. First, the WNPSP and other State standards pricing is monitored and updated by a set of team members daily and weekly and these are also monitored by the HP Contract Program Management team and inside sales teams on an ongoing basis, monthly and quarterly, see below schedule.

Next, the PSS catalog file that HP will create for the new WSCA contract is tied to the then current HP List price and category percentages for each Band as noted in the HP PSS discount structure, which automatically generates the pricing fed to the website to calculate the pricing. As you may know with emerging technology, the list price can change weekly so this automated feature ensures the pre-calculated pricing is flowing accurately to the website.

In addition to the sales audit plan attached to this response, the HP Program Management team is instituting an additional website audit that will be conducted bi-monthly on the PSS and monthly covering both the WNPSP and State Specific Standards website pricing as noted on the below schedule.

As a normal course of business, HP contract operations and compliance teams conduct spot checks and internal audits to ensure compliance through a variety of internal audits, which will also continue. HP takes contract compliance seriously and even has an entire team dedicated to Government contract management, operations and compliance.

WNPSP/State Specific Standards					
WSCA/NASPO main site	Daily	Weekly	Monthly	Bi-Monthly	Quarterly
	Initial setup			X	X
WSCA Participating State Sites	Initial Setup		X	X	X
PSS Website Audits					
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
				X	
WSCA Participating State Sites				X	
Standard HP Internal Audits					
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
					X
WSCA Participating State Sites					X

Addendum to Master Price Agreement

Between

Hewlett Packard Company

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27164

Executed on: July 2, 2009

July 23, 2009

Page 1 of 2

This Master Price Agreement Addendum governs Hewlett Packard Company's (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

- 1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.**
- 2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.**
- 3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.**
- 4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.**
- 5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.**
- 6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, resellers, and agents immediately cease all use.**
- 7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.**
- 8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, resellers, and agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.**

SIGNATURE PAGE - NEXT PAGE

Addendum to Master Price Agreement

Between

Hewlett Packard Company

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27164

Executed on: July 2, 2009

July 23, 2009

Page 2 of 2

Acknowledged:

CONTRACTOR: HP

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Chris Baul

Signature

Contract Negotiator

Title

July 23, 2009

Date

LEAD STATE:

In accordance with state statutes or rules.

Bernadette Kopischke

Signature

Acq. Supvr.

Title

7/29/09

Date



WSCA/NASPO Contract Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: ONE (1)
TO CONTRACT NUMBER: B27164**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W, Houston, TX 77070 (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27164, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the Contractor shall provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. (Bands 1. Servers; 2. Workstations; 3. Printers; 4. Storage Solutions; 5. PDA's; 6. Instructional and Public Safety Bundles; and 7. Monitors)

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided in addition to the three-year warranty currently being offered. The Contractor shall show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

Intentionally Left Blank



WSCA/NASPO Contract Administration
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Fax: 651.297.3996
 TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HEWLETT PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Chris Baul*
 Title: Contract Negotiator
 Date: 09/17/2010

By: _____
 Title: _____
 Date: _____

**2. LEAD STATE
 MATERIALS MANAGEMENT DIVISION**
 In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kapisickie*
 Title: Acquisitions Supervisor
 Date: 9/21/10

**3. LEAD STATE
 COMMISSIONER OF ADMINISTRATION**
 Or delegated representative.

By: *Brenda Willard*
 Date: 9/21/10

**Board Meeting Agenda
February 21, 2012**

Topic: Approval to Utilize the Western States Contracting Alliance (WSCA) Master Price Agreement No. B27168 With Lenovo for the Purchase of Computer Equipment, Peripherals, and Related Services

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of computer equipment, peripherals, and related services.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing Western States Contracting Alliance (WSCA) Master Price Agreement No. B27168 for the purchase of computer equipment, peripherals & related services. Lenovo was awarded WSCA Master Price Agreement No. B27168, which allows for cooperative purchasing agreements between public agencies. The contract is valid through August 31, 2014, if all optional extensions are utilized.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options for the purchase of computer equipment, peripherals & related services and found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase of computer equipment, peripherals & related services to purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: WSCA - Agreement

Attached: Yes

WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27168

This Agreement is made and entered into by Lenovo (United States) Inc., 1017 Think Place, Morrisville, NC 27560 ("Contractor") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,
WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

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

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage

(SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

“Announced Promotional Price” are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

“Consumables” those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser’s use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

“Configuration” in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

“Contract” means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

“Contractor” means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

“CPV Member” is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

“CPV Program.” The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of Administration to “enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as

described in section 471.59, subdivision 1.” Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the “State contract price.”

“Cumulative Volume Discount” means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

“Documentation” refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor’s web site.

“E-Rate” is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

“Educational Discount Price” means the price offered in a nationally announced promotion, which is limited to educational customers only.

“Equipment” means workstations, desktop, laptop (includes Tablet PC’s), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

“FCC” means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

“General Price Reduction Price” means the price offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master Price Agreement, the Lead State is Minnesota.

“Mandatory” The terms “must” and “shall” identify a mandatory item or factor.

“Manufacturer” means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC’s) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer’s

name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Master Price Agreement” means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor’s products and/or services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

“Materials Management Division” or “MMD” means the procurement official for the State of Minnesota or a designated representative.

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” or “Participating Addenda” means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

“Participating State” or “Participating Entity” means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

“PDA” means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA’s usually can store phone numbers, appointments, and to-do lists. PDA’s can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC’s are NOT considered PDA’s. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Peripherals” means any product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software,

as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Permissive Price Agreement” means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

“Per Transaction Multiple Unit Discount” means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

“Political Subdivision” means local public governmental subdivisions of a state, as defined by that state’s statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

“Price Agreement/Master Price Agreement” means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

“Procurement Manager” means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

“Product(s)” means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” or **“PSS”** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity’s price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

“Purchase Order” means an electronic or paper document issued by the

Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

“Refurbished Products” are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

“Servicing Subcontractor/Subcontractor/Reseller Agent” means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor’s Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor’s providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.

“Standard Configurations” or **“Premium Savings Configurations (Packages)”** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the standard configuration adopted by other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

“State Procurement Official” means the director of the central purchasing authority of a state.

“Storage Solution/Auxiliary Storage” means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

“Takeback Program” means the Contractor’s process for accepting the return of the equipment or other products at the end of life—as determined by the State utilizing the Master Price Agreement.

“Trade In” refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

“Travel” means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

“Universal Resource Locator” or **“URL”** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

“WSCA/NASPO Contract Administrator” means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of valid “Purchase Orders”. Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor’s PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor’s PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all products covered by this Agreement.

3. Title Passage

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of payment by the State. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor in a timely manner of non-acceptance of a product or service.

B. Payment of Invoice

Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any

changes to that address. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions, and specifications of the Contract and other ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred

under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall

pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, and assuming there are no industry shortages on specific parts and components, Products shall be shipped within 10 to 15 business days after receipt of a purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement, but the terms of this Agreement, including executed Participating Addenda and Purchase Orders, takes precedence. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product

other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A:**

a) Onsite Repair Options

b) Depot Repair

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

D. The Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from a one-year to a three-warranty, with the ability to upgrade warranties at the time of purchase. All products listed will be EPEAT (bronze minimum) and Energy Star compliant, where applicable.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:

1. Give the Contractor prompt written notice of any claim;
2. Allow the Contractor to control the defense or settlement of the claim; and
3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1. Provide a Purchasing Entity the right to continue using the Products or Services;
2. Replace or modify the Products or Services so that it becomes non-infringing; or
3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service,

less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.

- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes; or
 5. Product use with products that are not the Contractor branded.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line, Cumulative, and Per Transaction Multiple Unit Discounts shall be submitted by the Contractor in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:
- Band 1 – Servers
 - Band 2 – Workstations
 - Band 4 – Storage Solutions
 - Band 7 - Monitors
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract

Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the installation or operation of Products supplied by the Contractor during a product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

- A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.
- B. Environment: Compliance with the following standards: Blue Angel,

EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B & C above, as well as a identification of such information on the web site.

18. Product Delivery

Contractor agrees to deliver Products to Purchasing Entities within 10 to 15 business days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order, and assuming there are no industry shortages on specific parts and components.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or participating entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence, or intentional wrong doing of the State.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

- C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the life of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the

Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in any Contractor key personnel, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

- A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.
- C. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch),

including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

35. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying USA OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and shall bear the costs associated with the site preparation.

39. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this

Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

40. WSCA/NASPO Contract Administrator

The State shall appoint a WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24.

Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

44. Reporting and Fees

A. Administration Reporting and Fees

1. The Contractor agrees to provide monthly utilization reports to the designated WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). The report shall be in the format developed by the Lead State and supplied to the Contractor.
2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31

September 30
December 31
March 31

October 31
January 31
April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above, if applicable. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name, if applicable.
4. The Contractor agrees to provide with the utilization report the environmental information shown in the report format provided; as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Environmental information would apply only to laptops, desktops and monitors, not options, warranty or other value-add services.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the WSCA/NASPO Contract Administrator, the designated Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However,

the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.

3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Nonperformance of contractual requirements; or
 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 1. Exercise any remedy provided by law or equity;
 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
 3. Impose liquidated damages, as specified in a Participating Addendum;
 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.
 5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor.
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

- A. Website Price Audits

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in the Vendor Mandatory meeting presentation.

1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved

products and services. The addition of products or services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

- B. The Contractor further agrees to provide sales audit reports based on the formulas described in the Vendor Mandatory meeting presentation. These presentations were held the week of March 30-April 3, 2009.
- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the governmental entity has no liability whatsoever concerning payment for products or services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

- A. Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Contract without the prior written consent of the State.
- B. Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Contract

shall be considered "works for hire" as defined in the U.S. Copyright Act.

50. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

52. Right to Publish

- A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey a representative sampling of a minimum of 5% of its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

57. E-Rate Program

The Contractor's E-Rate identification number is 143033514.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

1. LENOVO (UNITED STATES) INC.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Cynthia C Cochran

By: Cynthia C. Cochran

Title:

WSCA/NASPO Regional Sales Executive

Date: June 22, 2009

By:

Title:

Date:

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopicke

Title: Acquisitions Supervisor

Date: 6/24/09

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Brenda Willard

Date: 6/24/09

EXHIBIT A – ADDITIONAL WARRANTIES

A. Onsite Repair Options

- Remote support staff with product specific skills
- **24x7 same day** - Every day, including Lenovo holidays. When onsite service is required, a service technician is scheduled to arrive at your site within 24 hours of receiving the call, but typically arrives within two to four hours after remote problem determination is completed.
- **9x5x4 hour** - Service is provided Monday - Friday, 8 a.m. - 5 p.m. local time, excluding holidays. A service technician is scheduled to arrive at your site within four hours after remote problem determination is completed. If it is determined, after 1 p.m., that onsite service is needed, you can expect the service technician to arrive the morning of the following business day. For non-critical service requests, a service technician will arrive by the end of the following business day.
- **9x5 next business day** - A service technician is scheduled to arrive at your site on the business day after we receive your call. Business days are Monday to Friday, 8 a.m. to 5 p.m. in your time zone, excluding holidays.

B. Depot Repair

You call Lenovo to request service and, if the product cannot be repaired with the help of remote support, we either (1) send you a return carton, with a prepaid label to ship the failing product to the depot center for repair, or (2) send a courier to pick up your machine and deliver it to the depot center for repair.

The target repair time, dependent on machine type, ranges from as little as 12 hours or up to five business days after receipt at the depot. Service calls are accepted anytime, but the depot service is available from 8 a.m. to 5 p.m., Monday through Friday, EST. All shipping and handling is paid by Lenovo.

EXHIBIT B – COMPLAINT RESOLUTION

Problem Escalation

Consistent Worldwide Problem Escalation Process

The Help Desk will open a trouble record for all calls. Each trouble record is assigned an appropriate severity level, problem type, problem tracking number and documents all activity that occurs. All problem reports are maintained in a central database. Once logged, they are rapidly disseminated to the appropriate support groups. If the support group is unable to resolve a problem, it will escalate the problem for resolution. Escalation typically consists of raising the awareness level of an open issue or trouble report to a higher level of management and/or technical area. Escalation may also include the assignment of additional resources to expedite resolution.

Problem severity levels and the criteria for their assignment and escalation are established as part of Lenovo's problem management process. Generally, problems are assigned one of the four severity codes outlined below, depending on the machine type and impact on customer operations. The level of severity is usually determined jointly between Lenovo and the user:

- **Severity Level 1** is defined as highest priority, an equipment outage presenting severe impact on the customer's business; a problem that causes loss of use.
- **Severity Level 2** is defined as high priority, a serious problem where service is partially interrupted or impaired and cannot be circumvented.
- **Severity Level 3** is defined as medium to low priority and has modest impact on production; an alternate solution can be arranged.
- **Severity Level 4** is defined as the lowest priority having no significant impact on production. Preventive maintenance would be included in this category of service request.

The progress made on problems with lower severity levels (2, 3 and 4) will be monitored using the problem management process. If a satisfactory resolution does not occur within the specified time period, a higher severity level may be assigned. Problems that have been assigned Severity Level 1 which have not been resolved within the time period agreed upon by WSCA/NASPO and Lenovo will be escalated automatically. These critical business problems are escalated using a process known as SEV1 Alerts or "Crit Sit" (critical situation). Typically, this involves the notification of the Critical Situation Project Office in Raleigh, North Carolina who assigns a Problem Owner responsible for directing Lenovo resources from across the country, as well as OEM (Original Equipment Manufacturer) resources from other HW/SW vendors, if applicable, to resolve the issue.

If at any time, WSCA/NASPO feels sufficient attention is not being given to a specific incident or that sufficient progress towards resolution is not being made, WSCA/NASPO may initiate an escalation request.

Lenovo is dedicated to maintaining a high degree of customer satisfaction. Key to this is a proactive approach to potential problems. However, when problems do occur we have well documented processes to assign the resource(s) necessary to quickly and accurately resolve customer problems.

Standard Hardware and Software Support 1-800-426-SERV

The support organization's goal is to ensure customer satisfaction by:

- Responding to your calls within targeted guidelines
- Providing ongoing communication regarding your problem status through problem resolution
- Taking ownership of your call for support
- Providing a defined escalation process when management assistance is needed
- Maintaining our commitment to continuous improvement of our service processes

Lenovo support gives you the ability to ask installation and usage related questions as well as make defect inquiries about eligible products. You have the option of voice (1-800-426-SERV) or electronic access (<http://www.lenovo.com/support>) to a team of technical specialists. Lenovo enables you to reduce

your own research time, increase productivity, and concentrate more on your core business. Support is available 24 hours per day, 7 days per week, 365 days per year.

For all eligible products, we can help you with:

- General Support:
 - Usage and installation questions
 - Product compatibility and interoperability questions
 - Interpretation of product documentation
 - Diagnostic information reviews to help isolate the cause of a problem
 - Defect Support
- Electronic Support:
 - Submit problems and get answers electronically
 - View screens remotely
 - View open problems that have been submitted

Lenovo has clearly defined escalation paths to address:

- Service Issues
- Customer Satisfaction Issues
- Billing and Ordering Support

Lenovo's dedicated sales and support team is the first level of contact for any agency issue with Lenovo. The Program/Contract Manager, Gerolynn Martin, is the Single Point of Contact for WSCA. It is the responsibility of the Program/Contract Manager to engage the appropriate internal Lenovo escalation process so that all issues are identified, documented and resolved.

Although the Contract Manager is the single point of contact, the State may contact any member of the Lenovo executive management team at any time to assist them with their needs. Listed below is the customer satisfaction hierarchy for the State:

1. Cindy Cochran, Regional Sales Executive
2. Charles Prestia, Director of Sales
3. Thomas Looney, Vice President and General Manager
4. Rory Read, President, Lenovo Americas and Senior Vice President

Customer satisfaction is critical to Lenovo. In addition hierarchical path listed above, Lenovo's Customer Satisfaction team serves as an additional resource for the State to address complaints. The Contract Manager engages the Customer Satisfaction team, requesting a Resolution Owner, to assist in resolving complaints as quickly as possible. The Resolution Owner must contact the State within 12 hours of notification by the Contract Manager of a complaint. Once engaged, the Resolution Owner has the ability to engage any level of Lenovo executive anywhere within the company to resolve the complaint. It is the goal of the Resolution Owner to resolve a complaint as expeditiously as possible on behalf of the customer. This advocacy program has been used on the behalf of both EDD and CDCR to successfully resolve complaints.

Lenovo has a specific internal process to document and resolve customer satisfaction issues. Lenovo's dedicated Customer Satisfaction team is missioned to assist the Contract Manager in resolving any customer satisfaction issue that may arise. A dedicated Resolution Owner from the Customer Satisfaction team is assigned to act as an additional advocate for the State. The Resolution Owner has the responsibility to assess and document the issue immediately when notified by the State. The Resolution Owner owns escalating the issue through the appropriate channels, including management, within Lenovo to obtain resolution. This process ensures that the State has a high level Lenovo resource is working on its behalf to resolve any issue.

Lenovo's escalation process, documented above, also includes access to Lenovo's Project Office. The Project Office has a single responsibility: identify, manage and resolve systemic issues that may occur with Lenovo products and/or processes at a minimum of inconvenience and cost to the State as possible.

An example of this was the Lenovo battery recall which occurred in 2006. The Project Office dedicated a Project Manager who, in turn, managed the identification of the impacted ThinkPad notebooks throughout the state, secured supply of replacement batteries by agency, shipped the batteries to each agency and collected then recycled the recalled batteries, all at no cost to the State.

Management Hierarchy: The Lenovo Regional Sales Executive has full authority to resolve all issues that may arise for the WSCA/NASPO. The Lenovo Contract Manager functionally reports to the Regional Sales Executive: Cynthia C. Cochran, Regional Sales Executive - Public Sector.

In the event there is an issue with your order or invoice, Lenovo telephone support for ordering or billing inquiries is available by calling 1-866-428-4465. This telephone number can assist you with order status, returns, replacement product or help address other issues you may have.

Once an inquiry is received by the Lenovo customer service team, our goal is to respond to your inquiry within one business day. Most inquiries are quickly resolved. If at any point in the inquiry process, your expectations are not met by Lenovo, you may call our attention to this issue by asking to speak with a CSO (customer service operations) Manager. Escalations to a CSO manager will receive prompt attention and management focus. They will work with Lenovo's order and billing staff to ensure your expectations are met and that your request is being handled appropriately.

EXHIBIT C – VALUE ADDED SERVICES

Lenovo Services let you get the most out of your Lenovo PC – no matter how you use it. Whether you have a thousand PCs or just one, Lenovo delivers the quality, reliability and peace of mind to get you and keep you up and running, no matter where you are, no matter when you need us.

Lenovo Service Solutions:

- **Warranty Information** - Determine if your machine is in warranty and when your warranty expires.
- **Protection** - The right set of services to keep your PC safe and to protect your business and personal information.
- **Maintenance & support** - One-stop shopping for all your repair, maintenance and support needs.
- **PC disposal & recycling** - Environmentally responsible disposal of your outdated PCs, credit for new systems and secure removal of sensitive data.
- **Deployment** - End-to-end solutions with a single point of accountability. Let Lenovo manage your deployment projects, and keep your IT staff more productive.
- **Secure Managed Client (SMC) solution**, an innovative solution that delivers the lowest TCO of any desktop alternative.
- **Data Migration**
- **System Migration**
- **Imaging Services:** Image Check/Packaging for Manufacturing, No Testing; Functional Verification of Individual Customer Configurations; Image Migration for any Hardware Platform to a new Lenovo Platform; Build Custom Image from Customer Requirements; Enhanced Image Management Services –ImageUltra; Lenovo Image Management
- **Lenovo Warranty and Support**

For additional information, please see http://www.lenovo.com/services_warranty/US/en/index.html

Lenovo Leasing Documents

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The following documents are attached:

IBM Global Financing – Term Lease Master Agreement

IBM Global Financing – TLMA Attachment

Term Lease Master Agreement

Name and Address of Lessee:

Agreement No.: _____

IBM Office Address:

Customer No.: _____

The Lessor under this Term Lease Master Agreement ("Agreement") is: a) IBM Credit LLC; b) a partnership in which IBM Credit LLC is a partner; or c) a business enterprise for which IBM Credit LLC is acting as agent ("Lessor").

- 1. OPTIONS. Each Supplement shall constitute a single Lease and/or Financing Transaction but for each line item listed there will be a Lease or Financing Transaction option indicated.
2. CREDIT REVIEW. For each Lease or Financing Transaction, Lessee consents to a reasonable credit review by Lessor.
3. AGREEMENT TERM. This Agreement shall be effective when signed by both parties and may be terminated by either party upon one (1) month prior written notice.
4. LESSOR CHANGES. Lessor may, with at least three (3) months prior written notice to Lessee, change the terms of this Agreement.
5. SURVIVAL OF OBLIGATIONS. Lessor's and Lessee's obligations under this Agreement, which by their nature would continue beyond the expiration or termination of a Lease or Financing Transaction, will survive the expiration or termination of a Lease or Financing Transaction.
6. SELECTION AND USE OF EQUIPMENT, PROGRAMMING AND LICENSED PROGRAM MATERIALS. Lessee agrees that it did not rely on the Lessor, nor is the Lessor responsible, for the selection, use of, and results obtained from the Equipment or Financed Items. Nothing in this

- Agreement is intended to limit any rights Lessee may have with respect to Lessee's Supplier or the Equipment manufacturer.
7. ASSIGNMENT TO LESSOR. Lessee assigns to Lessor, effective upon Lessor signing the Supplement, its right to purchase from and its obligation to pay its Supplier. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Equipment ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.
8. LEASE NOT CANCELLABLE; LESSEE'S OBLIGATIONS ABSOLUTE. Once the Term of any Lease or Financing Transaction has begun, as described in Paragraphs 13 and 14, Lessee's commitments hereunder become irrevocable and independent of acceptance of the Equipment. Lessee's obligation to pay all Rent and other amounts required to be paid by Lessee under this Agreement is absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever, including any failure of the Equipment or a Financed Item to perform, or any representations by Lessee's Supplier. Lessee shall make any claim solely against Lessee's Supplier, the Equipment manufacturer or other third party if the Equipment or a Financed Item is unsatisfactory for any reason.
9. WARRANTIES. Lessor passes through to Lessee, to the extent permitted, all applicable warranties made available by Lessee's Sup-

THIS AGREEMENT, AND ANY APPLICABLE SUPPLEMENT, ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT REGARDING EACH LEASE OR FINANCING TRANSACTION. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. IF THERE IS A CONFLICT OF TERMS AMONG THE DOCUMENTS, THE ORDER OF PRECEDENCE WILL BE AS FOLLOWS: (a) ATTACHMENTS OR ADDENDA TO A SUPPLEMENT, (b) SUPPLEMENT, (c) ATTACHMENTS OR ADDENDA TO THIS AGREEMENT, (d) THIS AGREEMENT. DELIVERY OF AN EXECUTED COPY OF ANY OF THESE DOCUMENTS BY FACSIMILE OR ANY OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF A MANUALLY EXECUTED COPY. LESSEE ACKNOWLEDGES THAT LESSOR MAY MAINTAIN A COPY OF THESE DOCUMENTS IN ELECTRONIC FORM AND AGREES THAT A COPY REPRODUCED FROM SUCH ELECTRONIC FORM OR ANY OTHER RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY, IMAGE OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL. IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE IN THIS AGREEMENT.

Lessee may not modify or change the terms of this Agreement without the Lessor's prior written consent.

Accepted By:
IBM Credit LLC

Lessee:

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

plier and/or by the Equipment manufacturer in the Purchase Agreement. Lessor represents and warrants that neither Lessor, nor anyone acting or claiming through Lessor, by assignment or otherwise, will interfere with Lessee's quiet enjoyment of the Equipment so long as no event of default by Lessee or anyone acting or claiming through Lessee shall have occurred and be continuing. During the Term of the Lease, Lessor assigns to Lessee all the rights that Lessor may have to be defended by Lessee's Supplier and/or by the Equipment manufacturer under any patent and copyright provisions in the Purchase Agreement. EXCEPT AS EXPRESSLY PROVIDED ABOVE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AND TAKES ANY FINANCED ITEM "AS IS". IN NO EVENT SHALL LESSOR HAVE ANY LIABILITY FOR, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST LESSOR FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS. This shall in no way affect Lessee's rights and remedies against Lessee's Supplier and/or the Equipment manufacturer.

10. **LESSEE AUTHORIZATION.** Lessee is authorized to act on Lessor's behalf concerning delivery and installation of the Equipment and any warranty service for the Equipment, including any programming services. Lessor represents and warrants that it has the right to grant the authorization and rights to Lessee referred to in this Paragraph.

11. **DELIVERY AND INSTALLATION.** Lessee is responsible for the delivery, installation and acceptance of the Equipment and any Financed Item and shall pay any delivery and installation charges not paid by Lessee's Supplier. Lessor shall not be liable for any delay in, or failure of, delivery of the Equipment or Financed Items unless provided by Lessor.

12. **USED EQUIPMENT LEASES.** For used Equipment supplied by Lessor, the following provisions apply: The Equipment is subject to prior disposition at any time prior to Lessor's acceptance of a signed Supplement. The Equipment is provided "as is", without any warranty whatsoever by Lessor, in accordance with Paragraph 9. However, provided that the Equipment is unmodified since the date of delivery; has been manufactured and assembled by or for IBM; and has been installed and maintained by IBM, Lessor guarantees Lessee's satisfaction with the quality of the Equipment for three (3) months following the "Release Date" indicated on the face of the Supplement. If Lessee is dissatisfied with the Equipment for any reason, Lessee may notify Lessor within three (3) months of the Release Date and, at Lessor's option, the Equipment will either be (a) replaced with equivalent Equipment or (b) returned to Lessor and the Lease terminated and any Rent payments made to Lessor refunded to Lessee. If Lessee cancels its commitment to Lease the Equipment after Lessor signs the applicable Supplement but before the Equipment is delivered and accepted by Lessee, then Lessee shall be liable to Lessor for three (3) months Rent as liquidated damages. Lessor shall bear the risk of loss or damage to the Equipment during transit from the pickup location to Lessee's location, provided the Equipment is transported by a carrier designated by Lessor.

13. **RENT COMMENCEMENT DATE.** Unless otherwise stated on the applicable Supplement, the Rent Commencement Date shall be (a) for Equipment supplied by IBM, the day following the date of installation of the Equipment as provided for in the Purchase Agreement; (b) for Equipment supplied by Lessor, the earlier of the date of installation or fourteen (14) days after the Release Date as specified in the Supplement; (c) for Equipment supplied by Lessee's Supplier, the date Lessee designates on a certificate of acceptance; or, (d) for Financed Items, the date Lessor makes funds available to Lessee or Lessee's Supplier.

14. **LEASE TERM.** The Lease or Financing Transaction shall be effective when the Supplement is signed by both parties. The initial Term of the Lease or Financing Transaction shall begin on the Rent Commencement Date and shall expire at the end of the number of months specified as "Term" in the Supplement. Except for Equipment supplied by Lessor, if Lessee cancels its order with Lessee's Supplier prior to installation or discontinues any Financed Item prior to the date Lessor makes funds available, the Lease or Financing Transaction with respect to that item shall terminate without penalty.

15. **RATE PROTECTION.** The Rates stated on the Supplement are not subject to change provided the Supplement is signed and returned to Lessor by the date indicated on the Supplement and the Equipment is installed by the end of the month of the Estimated Commencement Date stated on the Supplement.

16. **RENT.** During the initial Term, Lessor shall invoice and Lessee shall pay Rent for each Payment Period as specified in the Supplement. Lessee's obligation to pay shall begin on the Rent Commencement Date. When the Rent Commencement Date is not on the first day of a calendar month and/or when the initial Term does not expire on the last day of a calendar month, the applicable Rent for the first and last payment will be prorated on the basis of 30-day months.

17. **RENEWAL.** Lessee may, upon at least one (1) month prior written notice to Lessor, renew the Lease with respect to any line item of

Equipment, provided Lessee is not then in default. Lessor shall offer a renewal Term of one (1) year but may, if requested, offer different renewal Terms. For Equipment line items with a fair market value end-of-Lease renewal option, the renewal Rent shall be the projected fair market rental value of the Equipment as of the commencement of such renewal Term. For Equipment line items with a pre-stated end-of-Lease renewal option, the renewal Rent shall be one-half of the pre-stated Purchase Percent multiplied by the Unit Purchase Price stated in the Supplement and such renewal Rent payments will be annual and payable in advance.

18. **PURCHASE OF EQUIPMENT.** Lessee may, upon at least one (1) month prior written notice to Lessor, purchase any line item of Equipment upon expiration of the Lease provided Lessee is not then in default. For Equipment line items with a fair market value end-of-Lease purchase option, the purchase price shall be the projected fair market sales value of the Equipment as of such expiration date. For Equipment line items with a pre-stated purchase option, the purchase price shall be specified in the Supplement. If the Lessee purchases any Equipment, Lessee shall, on or before the date of purchase, pay: (a) the purchase price, (b) any applicable taxes, (c) all Rent due through the day preceding the date of purchase, and (d) any other amounts due under the Lease. Lessor shall, on the date of purchase, transfer to Lessee by bill of sale provided upon Lessee's request, without recourse or warranty of any kind, express or implied, all of Lessor's right, title and interest in and to such Equipment on an "AS IS, WHERE IS" basis, except that Lessor shall warrant title free and clear of all liens and encumbrances created by or through Lessor.

19. **OPTIONAL EXTENSION.** If, at the expiration of the Term, Lessee has not elected to renew the Lease, purchase or return the Equipment in accordance with Paragraph 25, and as long as Lessee is not in default under the Lease, the Lease will be extended for each unreturned item of Equipment unless (a) Lessee notifies Lessor in writing, not less than one (1) month prior to Lease expiration, that Lessee does not want the extension, or (b) the Equipment is returned to and received by Lessor within fourteen (14) days after the expiration of the Term. The extension will be under the same terms and conditions then in effect, including current Rent (but for Equipment line items with a fair market value purchase option, not less than fair market rental value as determined by Lessor at the expiration of the Term) and will continue on a day-to-day basis until the earlier of termination by either party upon one (1) month prior written notice, or six (6) years after expiration of the initial Term. For purposes of this Paragraph, current Rent shall be calculated as the sum of the Lease payments over the initial Term divided by the initial Term of the Lease.

20. **INSPECTION; MARKING; FINANCING STATEMENT.** Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership. The filing of any Uniform Commercial Code financing statements in connection with a Lease or Financing Transaction shall be governed by the terms and conditions of the applicable Supplement and any Supplement addendum.

21. **EQUIPMENT USE.** Lessee agrees that Equipment will be used for business purposes and not primarily for personal, family or household purposes and that it will be used in accordance with applicable laws and regulations.

22. **MAINTENANCE.** Lessee shall, at its expense, on its own or through third parties, keep the Equipment in a suitable environment as specified by the Equipment manufacturer, and in good condition and working order, ordinary wear and tear excepted.

23. **ALTERATIONS; MODIFICATIONS; PARTS.** For the purposes of this Agreement, a "Part" is any component or element of the Equipment; a "Modification" is any upgrade, feature or other change to the Equipment which is or has been offered for sale by the Equipment manufacturer and which contains no Part which has been changed or altered since its original manufacture; an "Alteration" is any change to the Equipment which is not a Modification. Lessee may modify or alter the Equipment only upon prior written notice to Lessor. Lessee may obtain new or used Alterations or Modifications from any supplier and may finance them with sources other than Lessor provided no security interest is created that encumbers or conflicts with Lessor's ownership of the Equipment. Any Lessor-owned Parts that Lessee removes shall remain Lessor's property and Lessee shall not make such Parts available for sale, transfer, exchange or other disposition without Lessor's prior written consent.

Before returning the Equipment to Lessor, Lessee agrees to remove any Alteration and may remove any Modification not owned by Lessor. If removed, Lessee agrees to, at its expense, restore the Equipment to its original condition using the removed Parts, normal wear and tear excepted. If Lessor had previously consented to the disposition of removed Parts, the restoration must be with Parts Lessor owns or supplies, or those supplied by a source approved by Lessor. If not removed, such Modifications shall become the property of Lessor, without charge, free of any liens or encumbrances.

Changes or additions made to items of Equipment in connection with maintenance or warranty services, including engineering changes, utilizing manufacturer's genuine parts, are exempt from the terms of this Paragraph, and any Parts installed in connection with such services shall become the property of Lessor.

24. LEASES FOR MODIFICATIONS. At Lessee's request, and subject to satisfactory credit review, Lessor will lease or finance new Modifications, used Modifications from Lessor's inventory, and Financed Items associated with the Modifications. Leases for Modifications will be at then current terms and conditions and must be coterminous with the underlying Equipment Lease.

25. RETURN OF EQUIPMENT. Lessee will return the Equipment to Lessor upon expiration or termination of the Lease. Upon return, the Equipment must be in good condition and working order, normal wear and tear excepted and qualified for the manufacturer's maintenance service, if available. Lessee will return the Equipment to the nearest consolidation and refurbishment center designated by Lessor for that type of Equipment located in the contiguous United States. Unless otherwise agreed, Lessee is responsible for: (a) deinstallation, packing and return of the Equipment and any associated costs; and (b) any cost to qualify the Equipment for the manufacturer's maintenance service, or, if not available, the cost to return the Equipment to good working condition. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

26. CASUALTY INSURANCE; LOSS OR DAMAGE. Lessor will maintain, at its own expense, insurance covering loss of or damage to the Equipment (excluding any Modifications or Alterations not subject to a Lease under this Agreement) with a \$5,000 deductible per occurrence. If any item of Equipment shall be lost, stolen, destroyed or irreparably damaged for any cause whatsoever ("Casualty Loss") before the Rent Commencement Date, the Lease with respect to that item shall terminate. If any item of Equipment suffers Casualty Loss, or shall be otherwise damaged, on or after the Rent Commencement Date, Lessee shall promptly inform Lessor. To claim a Casualty Loss Lessee must file a police or fire department report or other appropriate documentation substantiating the Casualty Loss. If Lessor determines that the item can be economically repaired, Lessee shall place the item in good condition and working order and Lessor will promptly reimburse Lessee the reasonable cost of such repair, less the deductible. If not so repairable, Lessee shall pay Lessor the lesser of \$5,000 or the fair market sales value of the Equipment immediately prior to the Casualty Loss. Upon Lessor's receipt of payment the Lease with respect to that item shall terminate and Lessee's obligation to pay Rent for the Equipment will be deemed to have ceased as of the date of the Casualty Loss. For purposes of this Paragraph, Lessor will consider the manufacturer's charge for such repair to be the reasonable cost of repair.

27. TAXES. Lessee shall promptly reimburse Lessor, as additional Rent, for all taxes, charges, and fees levied by any governmental body or agency upon or in connection with this Agreement, excluding, however, all taxes on or measured by the net income of Lessor.

28. LESSOR'S PAYMENT. If Lessee fails to pay taxes as required under this Agreement, discharge any liens or encumbrances on the Equipment (other than those created by or through Lessor), or otherwise fails to perform any other provision Lessee is required to perform under this Agreement, Lessor shall have the right to act in Lessee's stead so as to protect Lessor's interests, in which case, Lessee shall pay Lessor the cost thereof.

29. TAX INDEMNIFICATION. Solely for Leases entered into on the basis that Lessor is the owner of the Equipment for tax purposes, Lessor and Lessee agree that Lessor shall be entitled to certain federal and state tax benefits available to an owner of Equipment, including, under the Internal Revenue Code of 1986, as amended (the "Code"), the maximum Modified Accelerated Cost Recovery System deductions for 5-year property and deductions for interest expense incurred to finance the purchase of the Equipment ("Tax Benefits"). Lessee represents and warrants that: (a) at no time will Lessee take or omit to take any action which would result in a loss, reduction, disallowance, recapture or other unavailability ("Loss") to Lessor (or the consolidated group with which Lessor files tax returns) of the Tax Benefits, and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal income tax purposes. Upon Lessor's written notice to Lessee that a Loss of Tax Benefits has occurred, Lessee shall reimburse Lessor an amount that shall make Lessor's after-tax rate of return and cash flows ("Financial Returns") over the Term of the Lease equal to the expected Financial Returns that would have been otherwise available. Lessee shall have no obligation to reimburse Lessor for a Loss of Tax Benefits resulting from: (i) a determination that a Lease does not constitute a true lease for federal income tax purposes, provided such determination is not the result of an act of Lessee, or (ii) a change in the tax law after the applicable Rent Commencement Date.

30. GENERAL INDEMNITY. Each Lease under this Agreement is a net lease. Lessee indemnifies Lessor against any third party claims whatsoever which arise in connection with this Agreement or Lessee's possession and use of the Equipment or a Financed Item hereunder in-

cluding all related reasonable costs and expenses, and legal fees incurred by Lessor. Lessee shall not be liable for any claim resulting from the sole negligence or willful misconduct of Lessor. Lessee agrees that upon written notice by Lessor of the assertion of any claim, Lessee shall assume full responsibility for the defense of such claim. Lessor shall cooperate as may be reasonably required in such defense.

31. LIABILITY INSURANCE. Lessee shall obtain and maintain commercial general liability insurance, in the amount of at least \$1,000,000 or more for each occurrence, with an insurer having a "Best Policyholders" rating of B+ or better. The policy shall name Lessor as an additional insured as Lessor's interests may appear and shall contain a clause requiring the insurer to give Lessor at least one (1) month prior written notice of the cancellation, or any material alteration in the terms of the policy. Lessee shall furnish to Lessor, upon request, evidence that such insurance coverage is in effect.

32. SUBLEASE AND RELOCATION OF EQUIPMENT; ASSIGNMENT BY LESSEE. Upon one (1) month prior written notice to Lessor, Lessee may relocate the Equipment to another of its business locations provided that Lessee remains the end user of the Equipment. Any other relocation requires Lessor's prior written consent. Upon Lessor's prior written consent, which will not be unreasonably withheld, Lessee may sublease the Equipment to another end user. No sublease or relocation shall relieve Lessee of its obligations under the Lease and Lessee will be responsible for all costs and expenses associated with any relocation or sublease of the Equipment, including additional taxes or any Tax Loss incurred by Lessor. In no event shall Lessee remove or allow the Equipment to be removed from the United States. Lessee shall not assign, transfer or otherwise dispose of any Lease or Financing Transaction, any Equipment, or any interest therein, or create or suffer any levy, lien or encumbrance thereof except those created by or through Lessor.

33. ASSIGNMENT BY LESSOR. Lessee acknowledges and understands that the terms and conditions of the Leases and Financing Transactions have been fixed to enable Lessor to sell and assign its interest or grant a security interest or interests in the Leases and Financing Transactions and the Equipment, individually or together, in whole or in part, for the purpose of securing loans to Lessor or otherwise. Lessee shall not assert against any such assignee any setoff, defense or counterclaim that Lessee may have against Lessor or any other person. Lessor shall not be relieved of its obligations hereunder as a result of any such assignment unless Lessee expressly consents thereto, nor shall any rights or obligations of Lessee be changed except as described herein.

34. FINANCING. Any one-time charge (indicated on the Supplement as the "Amount Financed") for a Financed Item will be paid by Lessor to Lessee's Supplier or directly to Lessee. Any other charges which may be owed or due to Lessee's Supplier shall be paid directly to Lessee's Supplier by Lessee. Lessee's obligation to pay Rent for the Financed Item shall not be affected by any discontinuance, return or destruction of any Financed Item on or after the date Lessor makes funds available. If Lessee discontinues any of the Financed Items in accordance with the terms of the applicable agreement with Lessee's Supplier prior to the date Lessor makes funds available, then the Financing Transaction with respect to the affected one-time charge shall be cancelled.

35. FINANCING PREPAYMENT (Does Not Apply For Items of Equipment). Lessee may terminate a Financing Transaction (but not a Lease with respect to an item of Equipment) by prepaying its remaining Rent. Lessee shall provide Lessor with at least one (1) month prior written notice of the intended prepayment date. Lessor may, depending on market conditions at the time, reduce the remaining Rent to reflect such prepayment and shall advise the Lessee of the balance to be paid. If prior to Lease expiration, Lessee purchases Equipment on Lease or if a Lease is terminated, Lessee shall at the same time prepay any related line items of Financing Transactions.

36. DELINQUENT PAYMENTS. If any amount to be paid to Lessor is not paid on or before its due date, Lessee shall pay Lessor two percent (2%) of the unpaid amount for each month or part thereof from the due date until the date paid or, if less, the maximum allowed by law.

37. DEFAULT NO WAIVER. Lessee shall be in default under this Agreement upon the occurrence of any of the following events: (a) Lessee fails to pay any amount when due under this Agreement and such failure shall continue for a period of seven (7) days after the due date; (b) Lessee subleases, relocates, assigns or makes any transfer in violation of the terms of this Agreement; (c) Lessee fails to perform any other obligations or violates any of its covenants or representations under a Lease or Financing Transaction, or Lessee fails to perform any of its obligations under any other agreement it may have with Lessor, and such failure or breach shall continue for a period of fifteen (15) days after written notice is received by Lessee from Lessor; (d) Lessee or any guarantor of Lessee's obligations under this Agreement makes a misrepresentation in any application for credit or other financial data required to be provided by Lessee in connection with a Lease or Financing Transaction; (e) Lessee or a guarantor makes an assignment for the benefit of creditors, or consents to the appointment of a trustee

or receiver, or if either shall be appointed for Lessee or a guarantor or for a substantial part of its property without its consent; (f) any petition or proceeding is filed by or against Lessee or a guarantor under any Federal or State bankruptcy or insolvency code or similar law, and if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof; (g) Lessee or a guarantor sells or disposes of all or substantially all of its assets (and Lessor does not consent to the same) or ceases doing business; or (h) a guarantor or the provider of any other credit enhancement under this Agreement breaches, terminates without Lessor's consent or contests any guaranty or other credit enhancement document of which Lessor is a beneficiary.

Lessor shall be in default under this Agreement upon the occurrence of any of the following events: (i) Lessor breaches Lessee's right of quiet enjoyment (except in an instance where Lessee is in default under the applicable Lease or Financing Transaction), and Lessor is unable to remedy such breach within fifteen (15) days of Lessee's written notice to Lessor thereof; (ii) Lessor fails to perform any other provisions or violates any of its covenants or representations under a Lease or Financing Transaction and such failure or breach shall continue for a period of fifteen (15) days after written notice is received by Lessor from Lessee; (iii) Lessor makes an assignment for the benefit of creditors, or consents to the appointment of a trustee or receiver, or if either shall be appointed for Lessor or for a substantial part of its property without its consent; or (iv) any petition or proceeding is filed by or against Lessor under any Federal or State bankruptcy or insolvency code or similar law and, if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof.

Any failure of either party to require strict performance by the other party or any waiver by either party of any provision in a Lease, Financing Transaction or this Agreement shall not be construed as a consent or waiver of any other breach of the same or of any other provision.

38. REMEDIES. If Lessee is in default under this Agreement, all amounts due and to become due under each Lease and Financing Transaction shall be immediately due and payable, without further notice from Lessor, and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies in order to protect its interests, reasonably expected profits and economic benefits under this Agreement. Lessor may: (a) declare any Lease or Financing Transaction entered into pursuant to this Agreement to be in default; (b) terminate in whole or in part any Lease or Financing Transaction; (c) recover from Lessee any and all amounts then due and to become due; (d) take possession of any or all items of Equipment, wherever located, without demand or notice, without any court order or other process of law, in accordance with Lessee's reasonable security procedures; and (e) demand that Lessee return any or all such items of Equipment to Lessor in accordance with Paragraph 25 and, for each day that Lessee shall fail to return any item of Equipment, Lessor may demand an amount equal to the current Rent, prorated on the basis of a 30-day month. Upon repossession or return of any item of Equipment, Lessor shall sell, lease or otherwise dispose of such item in a commercially reasonable manner, with or without notice and on public or private bid, and apply the net proceeds thereof towards the amounts due under the Lease but only after deducting: (i) in the case of sale, the estimated fair market sales value of such item as of the scheduled expiration of the Lease; or (ii) in the case of any replacement lease, the rent due for any period beyond the scheduled expiration of the Lease for such item; and (iii) in either case, all reasonable and necessary expenses, including reasonable legal fees, incurred in connection therewith. Any excess net proceeds are to be retained by Lessor. Lessor may pursue any other remedy available at law or in equity. No right or remedy is exclusive of any other provided herein or permitted by law or equity; all

such rights and remedies shall be cumulative and may be enforced concurrently or individually.

If Lessor is in default under this Agreement, Lessee's exclusive and sole remedy shall be: (x) to terminate the applicable Lease or Financing Transaction and return the applicable items of Equipment to Lessor; and (y) to recover damages arising out of such default from Lessor, and all reasonable and necessary expenses, including reasonable legal fees, incurred in connection therewith.

39. LESSOR'S EXPENSE. Lessee shall pay Lessor all reasonable costs and expenses, including reasonable legal and collection fees, incurred by Lessor in enforcing the terms, conditions or provisions of this Agreement.

40. OWNERSHIP; PERSONAL PROPERTY; LICENSED PROGRAM MATERIALS. The Equipment under Lease is and shall be the property of Lessor. Lessee shall have no right, title or interest therein except as set forth in the Lease. The Equipment is, and shall at all times be and remain, personal property and shall not become a fixture or realty. Licensed programs that Lessee acquires and finances with Lessor remain the property of their licensor. Ownership of licensed programs is governed by the license agreement between the licensor and Lessee, and is not affected by this Agreement.

41. NOTICES; ADMINISTRATION. Service of all notices under the Agreement shall be sufficient if delivered personally or mailed to Lessee at its address specified in the Supplement or to IBM Credit LLC as Lessor in care of the IBM location specified in the Supplement or invoice. Notices by mail will be effective on receipt or three (3) days after being deposited in the United States mail, duly addressed and with postage prepaid, whichever is earlier. Notices of default will be sent certified mail, or registered mail, or delivered in person and will be effective when received by the party. Notices, consents and approvals from or by Lessor will be given by Lessor or on its behalf by IBM and all payments will be made to IBM until Lessor notifies Lessee otherwise.

42. LESSEE REPRESENTATION. Lessee represents and warrants that, as of the date it enters into any Lease or Financing Transaction under this Agreement: (a) Lessee is a legal entity, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and in each jurisdiction where Equipment and Financed Items will be located, with full power to enter into this Agreement and any transactions contemplated herein; (b) this Agreement and any Lease or Financing Transaction hereunder have been duly authorized and executed by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) the execution and performance by Lessee of its obligations under this Agreement and any Lease or Financing Transaction will not violate any judgment, order, law or governmental regulation affecting Lessee or any provision of Lessee's documents of organization, or result in a breach or default of any instrument or agreement to which Lessee is a party or to which Lessee may be bound.

43. GENERAL. Lessee agrees to take such further action and to execute such additional documents, instruments and financing statements as Lessor shall reasonably request to complete any Lease or Financing Transaction under this Agreement or to protect Lessor's interest in the Equipment or Financed Items.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same document.

44. APPLICABLE LAW; SEVERABILITY. This Agreement will be governed by and construed in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall remain in effect.

Term Lease Master Agreement
Attachment for State & Local Government

Name and Address of Lessee:

Agreement No.: _____

Customer No.: _____



IBM Office Address:

These terms and conditions modify those in the IBM Credit Term Lease Master Agreement and cover any Equipment and Financed Item(s) obtained by State and Local Governments and their political subdivisions as defined under Section 103 of the Internal Revenue Code of 1986, as amended. This attachment is incorporated by reference into the Term Lease Master Agreement executed by Lessee.

The following paragraphs are deleted in their entirety - 29, 36, 39 and 42.

Paragraph 8 - LEASE NOT CANCELLABLE; LESSEE'S OBLIGATIONS ABSOLUTE - add the following at the end of paragraph:

"Lessee agrees to duly request the appropriation of funds for all payment amounts specified in the Supplement. If the funds Lessee requests for a fiscal year are not appropriated, Lessee will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Lessee will promptly notify Lessor, the Lease and/or Financing Transaction will terminate at the end of the last fiscal year for which funds were appropriated and Lessee will not be in default. Lessee may retain the Equipment and/or Financed Items for a reasonable period of time beyond the termination and at a monthly charge, determined by Lessor. At the conclusion of such period of time, Lessor will remove the Equipment and/or Financed Items from Lessee's location and retain all sums paid as partial payment for their use and depreciation."

Paragraph 17 - RENEWAL - after the second sentence add the following:

"Lessee may renew the Lease with respect to a line item of Equipment with a fair market value purchase option one or more times but any renewal term may not extend beyond five (5) years from the date of installation of the Equipment."

Paragraph 18 - PURCHASE OF EQUIPMENT - at the end of the paragraph add the following:

"Beginning with the second anniversary of the Lease Term, Lessee may also purchase any line item of Equipment with a pre stated purchase option. Lessee must notify Lessor of Lessee's intent to purchase at least one (1) month prior to the transaction. Purchase price is available upon request."

Paragraph 19 - OPTIONAL EXTENSION - replace the second sentence with the following:

"The extension will be under the same terms and conditions then in effect, including current Rent (but for Equipment line items with a fair market value purchase option, not less than fair market rental value as determined by Lessor at the expiration of the Term) and will continue on

a day-to-day basis until the earlier of termination by either party upon one (1) month prior written notice or five (5) years from the date of installation of the Equipment."

Paragraph 20 - INSPECTION; MARKING; FINANCING STATEMENTS - delete the last sentence and add the following to the end of the paragraph:

"Any provisions relating to financing statements, that may be contained in the Supplement are hereby deleted in their entirety."

Paragraph 26 - CASUALTY INSURANCE; LOSS OR DAMAGE - at the end of the paragraph add the following:

"Notwithstanding the above, Lessor hereby waives the \$5000 deductible for a Casualty Loss as provided for in this paragraph."

Paragraph 27 - TAXES - replace the entire paragraph with the following:

"All taxes on or measured by the net income of Lessor, any taxes arising under the Purchase Agreement, and any property taxes shall be for the account of Lessor. All other taxes of any description attendant to transactions under a Lease or Financing Transaction shall be for the account of Lessee, either by reimbursement of Lessor, or, at Lessor's request, directly paid by Lessee to the taxing authority."

Paragraph 30 - GENERAL INDEMNITY - replace the entire paragraph with the following:

"All Leases under this Agreement shall be strictly net leases. Consequently unless specifically provided otherwise in this Agreement or a Lease hereunder, claims, costs and expenses of any description arising out of this Agreement shall be for the sole account of Lessee, except that Lessor shall bear responsibility, to the extent of its fault, for claims for personal injury or real and tangible personal property damage caused by Lessor's negligence."

Paragraph 37 - DEFAULT - subsection (g) is deleted in its entirety.

Paragraph 43 - GENERAL - delete the first sentence.

Paragraph 44 - APPLICABLE LAW; SEVERABILITY - replace the first sentence with the following:

"Lessee's state laws shall govern this Agreement and any Leases and Financing Transactions hereunder."

Addendum to Master Price Agreement
Between
Lenovo (United States) Inc.
And

State of Minnesota, Materials Management Division
Representing the Western States Contracting Alliance (WSCA) and
the National Association of State Procurement Officials (NASPO)
Lead State Contract #: B27168 Executed on: June 24, 2009

July 17, 2009

Page 1 of 1

This Master Price Agreement Addendum governs Lenovo (United States) Inc. (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, resellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, resellers, and agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.

Acknowledged:

CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Cynthia Cochran
Signature

Lenovo Contract Executive
Title

7-17-2009
Date

Date

LEAD STATE:

In accordance with state statutes or rules.

Bernadette Kopischke
Signature

Acq. Supv.
Title

7/20/09
Date

Date

**AMENDMENT NUMBER: 1
TO CONTRACT NUMBER: B27168**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts;

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Section 11, Warranties is changed to read as follows:

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement, but the terms of this Agreement, including executed Participating Addendums, Exhibits, Amendments, and Purchase Orders, take precedence. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
4. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
5. Exhibit A contains additional warranties and limitations in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:

- a) **Onsite Repair Options**
- b) **Depot Repair**
- c) **Extent of Warranty and Items Not Covered by Warranty**

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

D. The Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from one-year to a three-year warranty, with the ability to upgrade warranties at the time of purchase. Notebook batteries have a warranty period of one year. All products listed will be EPEAT (bronze minimum) and Energy Star compliant, where applicable.

2. Section 24. Indemnification, Hold Harmless and Limitation of Liability, is changed to read as follows

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder, loss of or damage to data, lost profits, business, revenue, goodwill, or anticipated savings, even if the Contractor has been advised of the possibility of such damages. Both parties agree that this Contract does not create any right or cause of action for any third party against the other except for third party claims that fit within the indemnification provisions of this Agreement.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State and all Participating States and Participating Entities for all actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder and under all Participating Addenda for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence, or intentional wrong doing of the State.

3. Exhibit A. Additional Warranties is modified to add a new Subsection, C, per the following:

C. Extent of Warranty and Items Not Covered by Warranty

The warranty stated in MPA Section 11(A)(5) does not apply to the extent that there has been misuse, accident, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, power surges, improper maintenance by the State, failure caused by a Product for which the Contractor is not responsible,

to any third party hardware products, or to software, whether provided with a hardware product or installed subsequently. The warranty is voided by removal or alteration of Product or parts identification labels. The Contractor does not warrant uninterrupted or error-free operation of a Product or Service or that Supplier will correct all defects. Third party manufacturers or service providers may provide their own warranties to the State.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SUPPORT, AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND.

This Amendment is effective beginning on September 1, 2009 or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Gerolynn Martin*

Title: Gerolynn Martin, Senior Program Manager

Date: 8/18/09

By:

Title:

Date:

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopsishek*

Title: Acquisition Management Specialist

Date: 8/20/09

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: *Brenda Willard*

Date: 8/20/09



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: TWO (2)
TO CONTRACT NUMBER: B27168**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc., 1009 Think Place, Morrisville, NC 27560 (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from a one-year to a three-year warranty, with the ability to upgrade warranties at the time of purchase. (Bands 1. Servers; 2. Workstations; 4. Storage Solutions; and 7. Monitors).

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided under the Contract. The Contractor may show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment, or via an alternate solution to be mutually agreed upon in the future.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

Intentionally Left Blank



WSCA/NASPO Contract Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
http://www.mmd.admin.state.mn.us

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. LENOVO (UNITED STATES) INC.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Gerolynn Martin

Title: Gerolynn Martin, Senior Program Manager

Date:

By:

Title:

Date:

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kapiselke

Title: Acquisitions Supervisor

Date: 9/30/10

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Brenda Willard

Date: 9/30/10

**Board Meeting Agenda
February 21, 2012**

Topic: Approval to Utilize the Western States Contracting Alliance (WSCA) Master Price Agreement No. 7-11-51-02 With Grainger for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of facilities maintenance, lighting products, industrial supplies and tools.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interests of the District.

Riverside Unified School District desires to utilize an existing Western States Contracting Alliance (WSCA) Master Price Agreement No. 7-11-51-02 for facilities maintenance, lighting products, industrial supplies and tools. Grainger was awarded WSCA Master Price Agreement No. 7-11-51-02, which allows for cooperative purchasing agreements between public agencies. The contract is valid through February 28, 2014, with one 3 year option to extend.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options for the purchase of facilities maintenance, lighting products, industrial supplies and tools and found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase of facilities maintenance. lighting products, industrial supplies and tools purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: WSCA - Agreement

Attached: Yes

State of California Western States Contracting Alliance (WSCA) Non-Mandatory User Instructions

CONTRACT NUMBERS:	Various
DESCRIPTION:	Facilities Maintenance, Lighting Products, Industrial Supplies and Tools
CONTRACTOR(S):	Various
CONTRACT TERM:	7/25/2011 through 2/28/2014
DISTRIBUTION CODE:	Posted Electronically on: http://www.pd.dgs.ca.gov/wsca/default.htm
STATE CONTRACT ADMINISTRATOR:	Cynthia Okoroike, 916/375-4389 Cynthia.okoroike@dgs.ca.gov

The most current User Instructions and California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Guide and California General Provisions.

State Agencies are prohibited from using this contract in accordance with Management Memo 05-11, except for those categories not offered under the Statewide Mandatory Contract (formerly Strategically Sourced Contract) for Maintenance and Operating Supplies (MRO).

Original Signature on File
 Susan Chan, Manager, Multiple Award Program

8/4/2011
 Effective Date

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
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American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

1. OVERVIEW

The purpose of this **WSCA Participating Addendum** is to provide a purchasing vehicle for **Facilities Maintenance, Lighting Products, Industrial Supplies and Tools** for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 and 10299.

While the State of California makes this **WSCA Participating Addendum** available to local governmental agencies, each local agency should make its own determination of whether using this **WSCA Participating Addendum** is consistent with its procurement policies and regulations.

The contract term is **7/25/2011 through 2/28/2014** with an option to extend the contract for **3** additional one (1) year period. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

Order placement and contract execution shall be on or before the expiration date of the WSCA.

2. CONTRACT USAGE/RULES

Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes. State agencies are prohibited from purchasing products not in compliance with the technical specifications of the **WSCA Participating Addendum**.

- a. State and local government agency use of **WSCA 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 that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. State and local government agencies must verify all appliances, indoor air-cleaning devices, off-road power equipment, thermostats, emissions from consumer products, refrigerants, aerosol adhesives and plastic trash bags meet California regulatory standards, are certified where required and/or manufacturers and suppliers are compliant. Table 1 assists purchasers in identifying and verifying compliant products.

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PROGRAM	PRODUCTS	RESOURCE
Appliance Efficiency	Central Air Conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products.	The California Energy Commission Appliance Efficiency Database
Aerosol Adhesives	Architectural coatings: lacquers, wood finishes, primers, colorants concrete-curing compounds, stains, primers, enamels, sealers, shellacs and wood preservatives.	SCAQMD Rule 1113 Table of Standards BAAQMD Rule 3 (8-3-301) VOC Standards
Consumer Product Emissions	Detergents; cleaning compounds; polishes; floor finishes; cosmetics; personal care products; home, lawn, and garden products; disinfectants; sanitizers; aerosol paints; and automotive specialty products and aerosol adhesives, for consumer, industrial, and commercial uses.	CARB certified Charcoal lighter Materials CARB certified Portable Fuel Containers Green House Gas in Consumer Products VOC Standards for Consumer Products
Indoor Air-Cleaning Devices	Ionizers, electrostatic precipitators, other electronic filtration devices, and other air cleaners using new technologies.	California Certified Air-Cleaning Devices
Off-Road Power Equipment	lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc	California Air Resources Board Off-Road Certification Database
Plastic Trash Bags	Plastic trash bags	CalRecycle Recycle-Content Trash Bag Program
Refrigerants	Refrigerants used in chillers, refrigeration systems, air-conditioning systems, refrigerant blends and insulating foams.	California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants.
SABRC	Antifreeze, Glass products, lubricating oils, metal products, paint, paper, plastic products, printing and writing papers, tires, tire- derived products,	CalRecycle Recycle Content Product Directory
Thermostats	Thermostats and Switches	California Department of Toxic Substance (DTSC) Mercury Thermostat Act Compliance

b. Evaluating EPP purchases

State agencies in addition to verifying products meet all applicable California regulatory standards are directed per Governor’s Executive Order S-20-04 to take measures for implementing Green Building Action Plan goals specific to facilities owned, funded, or leased by the State.

State buildings are designed, built and operated to achieve Leadership in Energy and Environmental Design (LEED®) certification per The Green Building Initiative. Maintaining LEED® certification requires improvements in reducing environmental and health impacts of a building. A method of reducing these impacts is through Environmental Preferable Purchasing (EPP), otherwise known as sustainable purchasing. The [WSCA California Participating Addendum](#) Technical Specifications, that are mandatory for state agencies, are established to reduce environmental impacts and support LEED-EBOM (for Existing Buildings Operation & Maintenance) sustainable purchasing goals. Resources to assist state agencies in achieving other sustainable purchasing goals and identifying

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EPP products can be found at [Department of General Services Buying Green Guide](#). When a supplier or manufacturer makes an environmental claim(s) for the product(s) it offers, it is the State agency purchaser that is responsible for verifying that the product is in compliance with the advertized claim. Purchasers may request documentation (e.g. certificate, test results, standard) for verification purposes from the supplier.

- c. Local government agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing Marilyn.ebert@dgs.ca.gov or Wilson.Lee@dgs.ca.gov with the following information:

- Local government agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and email address

- d. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

3. AGREEMENT SUMMARY (STD 215)

State agencies are required to complete the STD 215 for all contracts, regardless of dollar amount. The justification for contracting based on Government Code Section 19130 (see #17) is an important component of the contract documentation. The STD 215 should be maintained in the contract file with other purchase documents. Click on the following link to download the 215 document.

<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD215%20Rev%204-2002.doc>

4. DGS ADMINSTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

5. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS #202
West Sacramento, CA 95605-2811

Contact: Cynthia Okoroike
Phone: 916/375-4389
Fax: 916/375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

6. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the

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Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process <http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>

7. WSCA CONTRACT INFORMATION

See Attachment A for **list** of awarded contracts and contract Terms and Conditions.

8. DOLLAR THRESHHOLDS (Local Governments are Exempt)

- WSCA Program Limitation: **\$500,000.00**

All orders are subject to the most current Management Memo (Currently MM 08-05 including supplements, or whichever Management Memo is in effect at the time a purchase order is issued.) Go to DGS/PD web site www.dgs.ca.gov/pd to obtain a copy of the most current Management Memo

Departments executing WSCA/NASPO orders over \$500,000.00 for non-IT goods must obtain DGS/PD approval prior to executing the purchase document. The following information must be documented by the department and submitted to DGS/PD:

- Identify the need for the goods and/or services and the dollar value of the impending purchase document.
- Explain how the department has determined that issuance of a purchase document to this particular contractor makes good business sense and how best value for the department has been achieved.

Upon review and approval of the documentation submitted, DGS/PD will issue an approval letter concurring with the department's request. Upon receiving approval from DGS/PD, the department may proceed to execute the order SCM Vol. 2 chapter 6 F3.6

- Departments executing orders using the WSCA/NASPO program are not required to obtain three offers or document best value, but conducting price comparisons among the WSCA suppliers, if available, is encouraged. Refer to the user instructions of each contract SCM Vol. 2, chapter 6 F3.1
- Exempt entities are not subject to these order limits.

9. EXECUTING THE PURCHASE ORDER

THE WSCA/STATE OF CALIFORNIA CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.

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 web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). 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.documents.dgs.ca.gov/osp/pdf/std065.pdf>

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.

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As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

10. WSCA BASE CONTRACT

This WSCA contract is based on some or all of the products and/or services and prices from WSCA **Facilities Maintenance, Lighting Products, Industrial Supplies and Tools Contract, Nevada 1862.**

A copy of the actual WSCA Master Agreement is available on the Internet at:

http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm

11. CONTRACT TERM

The contract term for the California Participating Addendum is **7/25/2011** through **2/28/2014**.

12. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

13. ON-LINE ORDERING

Contact the supplier representative to discuss setting up an online ordering website for your agency. State agencies must still provide a copy of the ordering document to the Department of General Services, Procurement Division. If using a CAL-Card, a copy of the on-line order acknowledgement must be sent in place of the ordering document. **THE AGENCY BILLING CODE MUST BE INCLUDED ON EITHER DOCUMENT (Local Governments are Exempt).**

14. PURCHASE ORDER DISTRIBUTION (Local Governments are exempt)

For state agencies, copies of the STD. 65 with original signatures, or if using the CAL-Card, copies of the order acknowledgement, must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. .

Department of General Services
Procurement Division
Data Entry Unit-Second Floor North
P.O. Box 989052
West Sacramento, CA 95798-9052
IMS: Z-1

State Controller's Office
3301 C Street
Sacramento, CA 95814
Attn: Audit Unit

15. PAYMENTS AND INVOICES

a. Payment Terms

See **WSCA Supplier Contract Information** (Attachment A) for Payment Terms.

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

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acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (Std. 204)

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

16. 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.

17. SMALL BUSINESS/DVBE - TRACKING

According to State Contracting Manual (SCM) Volume 2, chapter 6.A2.4 SB & DVBE Consideration, 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 Services to which that it intends to subcontract a commercially useful function; 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.

18. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

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ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	Fastenal Company
Contract Number	7-11-51-01
Contract Term Dates	7/25/2011 through 2/28/2014
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	2001 Theurer Blvd. Winona, MN 55987
Contact	John Soderberg
Phone	507/313-7313
Fax	507/494-7669
Email	jsoderbe@fastenal.com
Ordering through Authorized Dealers	When ordering through Fastenal's small business/DVBE authorized dealers, make purchase order documents out to the small business/DVBE. Names of authorized dealers for Fastenal and their contact information are published on our website.
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www.fastenal.com/web/resources.ex?action=Contracts&stateContractDtId=34&state=CA
Contractor Ownership Information	Fastenal Company is a large business enterprise.
California Seller's Permit	Fastenal Company's California Seller's Permit No. is 99394823 . Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	41-0948415
CAL-Card Accepted	Fastenal Company 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.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
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Contractor Name	W.W. Grainger, Inc.
Contract Number	7-11-51-02
Contract Term Dates	7/25/2011 through 2/28/2014
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	3691 Industrial Blvd. West Sacramento, CA 95691
Contact	Jason Hauan
Phone	800/700-6955
Fax	888/790-1586
Email	castateteam@grainger.com
Ordering through Authorized Dealers:	When ordering through Grainger's small business/DVBE authorized dealers, make purchase order documents out to the small business/DVBE. Names of authorized dealers for Grainger and their contact information are published on our website.
Pricing (Website) Category Warranty Delivery Shipping Freight	In order to view the WSCA contract pricing, you must be registered and logged in online http://www.grainger.com/Grainger/wwg/start.shtml
Contractor Ownership Information	W.W. Grainger, Inc. is a large business enterprise.
California Seller's Permit	W.W. Grainger's California Seller's Permit No. is 98004877 Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	36-1150280
CAL-Card Accepted	W.W. Grainger, 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.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CONTRACT PRODUCT/SERVICES
USER INSTRUCTIONS

Contractor Name	SID Tool Co., Inc. DBA MSC Industrial Supply Company
Contract Number	7-11-51-03
Contract Term Dates	7/25/2011 through 2/28/2014
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	75 Maxess Rd. Melville, NY 11747
Contact	Damon Perez
Phone	916/276-9397
Fax	800/753-7937
WSCA Team	888/672-9722 (for customer services question)
Email	perezD@mscdirect.com
Ordering through Authorized Dealer	When ordering through MSC's small business/DVBE authorized dealers, make purchase order documents out to the small business/DVBE. Names of authorized dealer for MSC and the contact information are published on our website.
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www1.mscdirect.com/cgi/nnsrhm
Contractor Ownership Information	MSC Industrial Supply Company is a large business enterprise.
California Seller's Permit	MSC Industrial Supply Company's California Seller's Permit No. is 101325893 . Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	13-5526506
CAL-Card Accepted	MSC Industrial Supply Company 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.

Board Meeting Agenda
February 21, 2012

Topic: Out-of-State Field Trip – John W. North High School

Presented by: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Responsible
Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Consent

Short Description: John W. North High School’s Newspaper and Yearbook students will travel by plane to Seattle, Washington, to participate in the Journalism Education Association/National Scholars Press Association (JEA/NSPA) Spring National High School Journalism Convention April 12 – 15, 2012.

DESCRIPTION OF AGENDA ITEM:

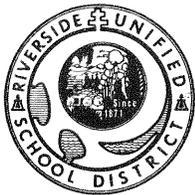
John W. North High School’s Newspaper and Yearbook students will travel by plane to Seattle, Washington, to participate in the JEA/NSPA Spring National High School Journalism Convention April 12 – 15, 2012. The trip will be funded by fundraising activities and advertising sales.

FISCAL IMPACT: None

RECOMMENDATION: Approval is requested for John W. North High School’s Newspaper and Yearbook students’ multiple-day field trip.

ADDITIONAL MATERIAL: Multiple-Day Field Trip Application and Itinerary

Attached: Yes



RIVERSIDE UNIFIED SCHOOL DISTRICT
Elementary and Secondary Education

MULTIPLE-DAY FIELD TRIP APPLICATION

Multiple-Day Field Trip Application must be submitted to the Director of Elementary or Secondary Education for approval **two months prior to departure** for in-state trips, and **four months prior to departure** for out-of-state and out-of-country trips. Out-of-country field trips require Board approval at least **four months prior to departure**. The Multiple-Day Final Checklist is due to the principal 2 weeks prior to departure. Submit application to the Director of Elementary or Secondary Education for approval within time limits as noted.

School: John W. North HS Grade Level: 9-12
Teacher's Name: Rossi / Lloyd Teaching (Subject): Newspaper / Yearbook Phone #: _____
Field Trip Dates: April 12-15, 2012 Location (City and State): Seattle, WA
Number School Days Missed: 2 Number Students: 24²⁰ Number Adults: 2 Ratio Adult to Student: 1 To 12 10
Name and Title of Adults: Kathy Rossi: Newspaper Adviser
Keith Lloyd: Yearbook Adviser

per Keith Lloyd 3/2/12

Administrator Accompanying Group Yes No Name(s): _____

Name of Group (i.e. Choir, Drill Team, Swim Team, etc.): Newspaper / Yearbook

Name of Event (ATTACH INFORMATION DESCRIBING EVENT): JEA/NSPA Spring National High School Journalism Convention.

Link to course of study: Journalism sessions and competitions.

Estimated cost per student: \$500-600 Detailed Funding Plan: fund raising / ad sales

Transportation By: Bus -- Check one: _____ RUSD or _____ Charter

Plane
 Private Vehicle (The vehicle MUST have one seat and a seat belt for each person in the car.)

NOTE: CHECK THIS BOX TO VERIFY THAT ALL DRIVERS OF PRIVATE VEHICLES HAVE BEEN APPROVED BY RUSD'S TRANSPORTATION DEPARTMENT. **Field trip will not be approved until private vehicle drivers have been approved.**

Other: Walking + Public Rail System

Insurance for Host Organization (if applicable): _____

Housing Accommodations: _____

SIGNATURES:

Rossi / Lloyd
Teacher _____ Date _____

[Signature]
Principal _____ Date 11/29/11

Cheryl A. Swann
Director, Elementary - Secondary Education _____ Date 2-2-12

[Signature]
Transportation Manager _____ Date 1-19-12

William E. Grant
*Deputy - Assistant Superintendent, Instruction _____ Date 3/4/12

*Superintendent _____ Date _____

*For out-of-state requests only
**For out-of-country requests only

**Date of Board Action

DEPARTMENT USE ONLY

- Approval pending clearance of Transportation and signed Multiple Day Final Checklist
- Not approved because _____

A Multiple-Day Checklist, signed by the site principal, is required to be filed with the Elementary or Secondary Education department 1 week prior to departure.

Newspaper & Yearbook Field Trip

JEA/NSPA Spring National High School Journalism Convention

- April 12, 2012
- Parents drop off students at airport
(Everyone will take a plane as a group to Seattle, Washington.)
 - Arrive at the Sheraton Hotel in Seattle
 - Meeting in Rossi and Lloyd's room for guidelines and rules
 - Relax and plan the sessions in the hotel rooms for April 13th
 - Walkthrough the convention's sponsor room
 - Go to dinner as a group
- April 13, 2012
- Start attending sessions and workshops
 - Return to the rooms
 - Lunch
 - More sessions
 - Attend the convention's activity
 - Return to the rooms
- April 14, 2012
- Attend sessions
 - Lunch
 - More sessions
 - Best-of-Show award ceremony
 - Attend the convention's activity
 - Return to the rooms
- April 15, 2012
- Attend the Write-offs award ceremony
 - Lunch
 - Return back to the rooms
 - Pack-up and check-out
 - Go to the airport and fly back to Riverside
 - Parents pick-up from airport
- April 16, 2012
- Go to school

Board Meeting Agenda
February 21, 2012

Topic: Out-of-State Field Trip – Riverside Polytechnic High School

Presented by: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Responsible
Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Consent

Short Description: Riverside Polytechnic High School’s Varsity Softball team will travel to Laughlin, Nevada, to participate in the Max Preps Tournament of Champions March 8 – 12, 2012.

DESCRIPTION OF AGENDA ITEM:

Riverside Polytechnic High School’s Varsity Softball team will travel by car to Laughlin, Nevada, to participate in the Max Preps Tournament of Champions March 8 – 12, 2012. The trip will be funded by fundraising activities.

FISCAL IMPACT: None

RECOMMENDATION: Approval is requested for Riverside Polytechnic High School’s Varsity Softball team multiple-day field trip.

ADDITIONAL MATERIAL: Multiple-Day Field Trip application and itinerary

Attached: Yes



RECEIVED DEC 06 2011

RIVERSIDE UNIFIED SCHOOL DISTRICT
Elementary and Secondary Education

Procedures #6153 (f)
(Ref: Policy #6153
Rules & Reg. #6153)

MULTIPLE-DAY FIELD TRIP APPLICATION

Multiple-Day Field Trip Application must be submitted to the Director of Elementary or Secondary Education for approval **two months prior to departure** for in-state trips, and **four months prior to departure** for out-of-state and out-of-country trips. Out-of-country field trips require Board approval at least **four months prior to departure**. The Multiple-Day Final Checklist is due to the principal 2 weeks prior to departure. Submit application to the Director of Elementary or Secondary Education for approval within time limits as noted.

School: RIVERSIDE POLY H.S. Grade Level: 9-12
Teacher's Name: ROBERT SAKAGUCHI (COACH) Teaching (Subject): PE SOFTBALL Phone #: (951) 751-0734
Field Trip Dates: 3/8/12 - 3/12/12 Location (City and State): LAUGHLIN, NV.
Number School Days Missed: 1 1/2 Number Students: 18 Number Adults: 11-12 Ratio Adult to Student: 1 To 2
Name and Title of Adults: ROBERT SAKAGUCHI, RAY FUGHTS, DARRYL HIEDA, ALEX BUMPAS,
PHILIP JOHNSON, JARAH JOHNSON, GARY BETHEK, TRACY BETHEK, IRMA HERNANDEZ, KAREN BROWN,
NATT SANZARO, BRANDI SANDERS
Administrator Accompanying Group Yes No Name(s): _____
Name of Group (i.e. Choir, Drill Team, Swim Team, etc.): VARSITY SOFTBALL TEAM
Name of Event (ATTACH INFORMATION DESCRIBING EVENT): MAX PREPS TOURNAMENT OF CHAMPIONS
Link to course of study: PE SOFTBALL

Estimated cost per student: \$100.00 Detailed Funding Plan: FOOTBALL GAMES, CHRISTMAS TREE SALES, CANDY SALES, SNACK BAR

Transportation By: Bus -- Check one: _____ RUSD or _____ Charter SHARK BAR
 Plane
 Private Vehicle (The vehicle MUST have one seat and a seat belt for each person in the car.)
 NOTE: CHECK THIS BOX TO VERIFY THAT ALL DRIVERS OF PRIVATE VEHICLES HAVE BEEN APPROVED BY RUSD'S TRANSPORTATION DEPARTMENT. **Field trip will not be approved until private vehicle drivers have been approved.**
 Other Clay Johnson - Bethke's - Perez - Peter Sandoz - Brian

Insurance for Host Organization (if applicable): _____

Housing Accommodations: HOTEL

SIGNATURES:

Robert Sakaguchi 11-17-11
Teacher Date
Cheryl A. Sumner 1-26-12
Director, Elementary - Secondary Education Date

Wendy L. Pa... 10-31-11
Principal Date
[Signature] 1-24-12
Transportation Manager Date

*Deputy - Assistant Superintendent, Instruction Date

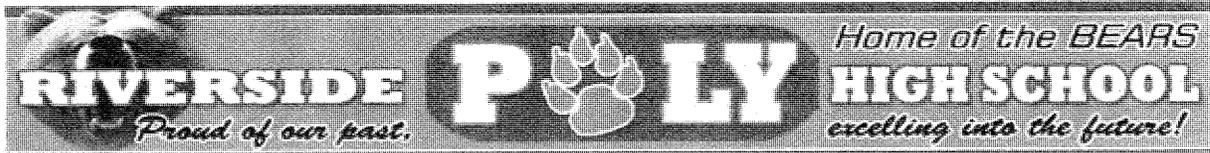
*Superintendent Date

**Date of Board Action

DEPARTMENT USE ONLY

Approval pending clearance of Transportation and signed Multiple Day Final Checklist
 Not approved because _____

A Multiple-Day Checklist, signed by the site principal, is required to be filed with the Elementary or Secondary Education department 1 week prior to departure.



January 22, 2012

To Whom It May Concern:

The following is a detailed itinerary of events for our proposed Max Preps Tournament of Champions Softball Tournament in Bullhead City, Arizona.

Thursday - March 8, 2012 - 12:00 p.m. - Meet players and put them in assigned vehicles
12:30 p.m. - Depart Poly H.S. parking lot
4:30 p.m. - Arrive at Aquarius Hotel in Laughlin, Nevada
T.B.D. - Play our first opponent (Opponent undetermined)

Friday - March 9, 2012 - T.B.D. - Play 2-3 Pool games against undetermined opponent
Prior to leaving hotel will meet all players and approved drivers in the lobby and assign players to drivers.
We will have team dinner depending on time of our last game.

Saturday - March 10, 2012 - T.B.D. - Play first elimination game of tournament.
Prior to leaving hotel will meet all players and approved drivers in the lobby and assign players to drivers. Depart for Poly H.S. and/or player's homes after our last game to bring players back to school to be picked up by a family member.

All players will only be placed in vehicles with district approved drivers or their parents. A final list of approved drivers will be provided to the head softball coach, Robert Sakaguchi, prior to departure from Poly High School on March 8, 2012.

Respectfully Yours,

Phillip Johnson
Poly Softball Booster Club
President

**Board Meeting Agenda
February 21, 2012**

- Topic:** Resolution No. 2011/12-45 – Resolution of the Board of Education of Riverside Unified School District Amending the Facilities Improvement Plan With Respect to John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School
- Presented by:** Kirk Lewis, Ed.D, Assistant Superintendent, Operations
- Responsible
Cabinet Member:** Kirk Lewis, Ed.D, Assistant Superintendent, Operations
- Type of Item:** Consent
- Short Description:** Staff recommends the adoption of Resolution No. 2011/12-45, amending the Facilities Improvement Plan with respect to John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School to add parking lot lighting as an eligible project for Measure B funding.
-
-

DESCRIPTION OF AGENDA ITEM:

At the May 7, 2001 Board of Education Meeting, the Board of Education adopted Resolution No. 2000/01-46 which ordered an election and submitted to the voters of the District the question of whether the District should incur bonded indebtedness and issue general obligation bonds for the purpose of constructing, reconstructing, rehabilitating, and replacing school facilities. The Board certified that it had evaluated facility needs by developing a list of specific school facilities projects to be funded with proceeds from the sale of the bonds which was passed by the voters of Riverside in a general election on November 6, 2001.

Among the school facilities that were identified in the Facilities Improvement Plan as approved by the Board of Education on May 5, 2001, John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School were identified as needing rehabilitation. It has since been determined that the needs of the student populations at these schools will be better served by adding parking lot lighting. District staff has been advised by counsel that the Board of Education has the authority to amend (positively) to the originally adopted Facilities

Improvement Plan. Staff has determined that adding parking lot lighting at these sites will not result in any other project which is listed in the Facilities Improvement Plan being eliminated.

FISCAL IMPACT: Measure B Funds

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2010/11-45.

ADDITIONAL MATERIAL: Resolution No. 2011/12-45.

Attached: Yes

RESOLUTION NO. 2011/12-45

RESOLUTION OF THE BOARD OF EDUCATION OF RIVERSIDE UNIFIED SCHOOL DISTRICT AMENDING THE FACILITIES IMPROVEMENT PLAN WITH RESPECT TO JOHN ADAMS, ALCOTT, CASTLE VIEW, EMERSON, FREMONT, HARRISON, HIGHGROVE, HIGHLAND, ANDREW JACKSON, THOMAS JEFFERSON, LIBERTY, LONGFELLOW, MADISON, AND VICTORIA ELEMENTARY SCHOOLS; SUNSHINE SCHOOL; CENTRAL MIDDLE SCHOOL; AND ABRAHAM LINCOLN HIGH SCHOOL

WHEREAS, on May 7, 2001, the Board of Education (the "Board of Education") of Riverside Unified School District (the "District") adopted Resolution No. 2000/01-46 which ordered an election and submitted to the voters of the District the question of whether the District should incur bonded indebtedness and issue general obligation bonds of the District in an aggregate principal amount not to exceed \$175,000,000 for the purpose of constructing, reconstructing, rehabilitating and replacing school facilities, including the furnishing and equipping of school facilities, and the acquisition or leasing of real property for school facilities, as authorized by paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, and paying costs incidental thereto; and

WHEREAS, by Section 6 of Resolution No. 2000/01-46, the Board of Education certified that it had evaluated safety, class size reduction and information technology needs in developing a list of specific school facilities projects to be funded with the proceeds from the sale of the bonds which is entitled "Riverside Unified School District Facilities Improvement Plan" and is dated May 2001 (the "Facilities Improvement Plan"), and determined that the Facilities Improvement Plan, in the form attached as Exhibit "C" to Resolution No. 2000/01-46, was approved and adopted as the list of specific school facilities projects to be funded with the proceeds of the sale of the bonds; and

WHEREAS, at the November 6, 2001 general election, the voters of the District approved a ballot measure which authorized the District to issue not to exceed \$175,000,000 of general obligation bonds to renovate, rehabilitate and construct school facilities; and

WHEREAS, among the school facilities that are identified in the Facilities Improvement Plan to be funded with the proceeds of the sale of the bonds are the existing facilities at John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School, which are to be rehabilitated; and

WHEREAS, the Board of Education has determined that the needs of the student population of John Adams, Alcott, Castle View, Emerson, Fremont, Harrison, Highgrove, Highland, Andrew Jackson, Thomas Jefferson, Liberty, Longfellow, Madison, and Victoria Elementary Schools; Sunshine School; Central Middle School; and Abraham Lincoln High School will be better served by adding parking lot lighting at these sites, and that the Facilities Improvement Plan should be amended to provide for said improvements; and

**Board Meeting Agenda
February 21, 2012**

Topic: Recommended Waivers of the California High School Exit Exam (CAHSEE)

Presented by: Timothy R. Walker, Executive Director, Pupil Services/SELPA

Responsible

Cabinet Member: Timothy R. Walker, Executive Director, Pupil Services/SELPA

Type of Item: Consent

Short Description: We are recommending that the passage of the California High School Exit Exam (CAHSEE) be waived for 1 special education student who met the requirements, as established by the Board of Education.

DESCRIPTION OF AGENDA ITEM:

Pursuant to District Policy No. 6146, Section 1.3.3 and Education Code 60851(c), the Board may grant a waiver of the California High School Exit Exam (CAHSEE) requirements to students with disabilities who have passed the identified portion/s of the exam with the use of modifications identified in the student's Individualized Educational Program or Section 504 plan. The student being proposed for the CAHSEE waiver has fulfilled all other graduation requirements.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board waive the California High School Exit Exam (CAHSEE) for 1 special education student.

ADDITIONAL MATERIAL: Recommended Waiver of the California High School Exit Exam (CAHSEE)

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT

Special Education Services

FOR THE BOARD OF EDUCATION MEETING

February 21, 2012

**RECOMMENDED WAIVERS OF THE CALIFORNIA HIGH SCHOOL EXIT EXAM
(CAHSEE)**

Education Code §60851(c) permits the Board to waive the CAHSEE for disabled students who meet certain specified conditions, including having obtained a passing score using a modification.

- A. Waiver of the Math Portion of the CAHSEE
Student ID #288597

**Board Meeting Agenda
February 21, 2012**

Topic: Certified Personnel Assignment Order – CE 11/12-12 and
Classified/Non-Classified Personnel Assignment Order CL 11/12-12

Presented by: Lou Mason, Director of Certificated Personnel and
Vanessa Connor, Director of Classified Personnel

Responsible
Cabinet Member: Susan Mills, Assistant Superintendent Human Resources

Type of Item: Consent

Short Description: The latest District's management, certificated and classified personnel actions are presented to the Board of Education for approval

DESCRIPTION OF AGENDA ITEM:

Board approval is requested of the District's latest management, certificated and classified personnel actions, which include the following:

Change in Status from Substitute Employee to Regular Employee, Change of Status – Evening Shift Differential, Exhaustion of Sick Leave – 39 Month Reemployment, Leaves, New Hires, Non-Reelection of Probationary 2 Employee (E.C. §44929.21), Promotions, Rehires, Rehires from the 39-Month Reemployment List, Rehires – Temporary Employee (E.C. §44920), Resignations, Retirements, School Nutrition Association (SNA) Certification, Substitutes, Substitutes – Managers, Temporarily Assigned to a Higher Classification, Termination, Terminations – Expiration of 39 Month Reemployment; and Voluntary Demotions/Reassignments/ Reductions/Transfers.

FISCAL IMPACT: To be determined

RECOMMENDATION: It is recommended that the Board of Education approve the District's latest personnel actions for both certificated and classified.

ADDITIONAL MATERIAL: Certificated Personnel Assignment Order – CE 11/12-12 and
Classified/Non-Classified Personnel Assignment Order CL 11/12-12

Attached: Yes

CERTIFICATED PERSONNEL ASSIGNMENT ORDER #CE 11/12-12

February 21, 2012

CERTIFICATED PERSONNEL

Exhaustion of Sick Leave – 39 Month Reemployment

Liberty Elementary School Bouton, Eileen P.	Teacher	02/10/12 – 05/09/15
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Leaves

Castle View Elementary School (Family Medical Leave Act Leave) Ornelas, Roseann M.	Teacher	02/13/12 – 02/17/12
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Chemawa Middle School (California Family Rights Act Leave) Corbett, Angela A.	School Librarian	02/21/12 – 05/18/12
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Elementary School (Administrative Leave – Paid) 11-12/52482	Teacher	01/26/12 – 01/27/12
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(Administrative Leave – Paid) 11-12/39960	Teacher	01/12/12 – 01/25/12*
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*Amendment to 02/06/12 Board

Non-Reelection of Probationary 2 Employee (E.C. §44929.21)

Secondary School 11/12-200566	Teacher	06/09/12
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Rehires - Temporary Employee (E.C. §44920)

Pachappy Elementary School Clayton, Michelle D.	Teacher	02/01/12
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Resignations

Chemawa Middle School Fox, Virginia A.	Teacher	06/30/12
Fremont Elementary School Greenwalt, Charity A.	Teacher	06/30/12
John W. North High School Adams, Gordon R.	Teacher	06/09/12
Bartee, Michael R.	Teacher	06/09/12
Emett, Michael S.	Teacher	06/09/12
Libolt, Charles H.	Teacher	06/09/12
Reinhold III, John T.	Teacher	06/09/12

Retirements

Jefferson Elementary School Herrera, Robert A.	Teacher	06/09/12
John W. North High School Anderson, Rosalyn J.	Teacher	06/09/12
Penn, Daniel	Teacher	06/09/12
Mt. View Elementary School Bracket-Natzke, Marsha J.	Teacher	06/09/12
Pupil Services Department Bremenstuhl, Selina C.	School Nurse	06/09/12
Nicoloff, Christine	School Nurse	06/09/12
Victoria Elementary School Thomas-West, Pamela J.	Teacher	06/09/12

Substitutes

Crawley, Carly Marye	Substitute Teacher	01/23/12
Leonard, Yvonne A.	Substitute Teacher	02/01/12
Mora, Nathan P.	Substitute Teacher	01/27/12
Richson, Antanise	Substitute Teacher	01/27/12

Substitutes - Managers

Badarak, Gary	Substitute Classified Manager	07/01/10
Brooks, Daniel	Substitute Certificated Manager	01/11/12
Campbell, Debra	Substitute Classified Manager	01/03/12
Gebeau, Charlyn	Substitute Certificated Manager	08/30/11

Terminations – Expiration of 39 Month Reemployment

Elementary School 11/12-126272	Teacher	01/29/12
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CLASSIFIED/NON-CLASSIFIED PERSONNEL ASSIGNMENT ORDER #CL 11/12-12
February 21, 2012

CLASSIFIED PERSONNEL

Change in Status from Substitute Employee to Regular Employee

Arlington High School Ybarra, Shannon L.	Cafeteria Worker I	10 months, 3 hours	02/01/12
Emerson Elementary School Sanchez, Dayana C.	Instructional Assistant – Special Education II	10 months, 6 hours	01/24/12
Highland Elementary School Gonzalez, Jonathan	Cafeteria Worker I	10 months, 3 hours	02/27/12
Hyatt Elementary School Duarte, Fernando R.	Instructional Assistant – Computer Resources	10 months, 3 hours	01/18/12
Magnolia Elementary School Grefe, Patricia M.	Instructional Assistant	10 months, 3 hours	01/18/12
Martin Luther King High School Brewer, Sean E.	Campus Supervisor	10 months, 7 hours	01/30/12
Tintle, Monique E.	Instructional Assistant – Special Education II	10 months, 6 hours	01/31/12
Polytechnic High School Lara, Marisol	Cafeteria Worker I	10 months, 3 hours	01/30/12

Change of Status – Evening Shift Differential

Riverside Adult School Villalobos, Edwin E.	Custodian, 12 months, 4 hours	Work Schedule: 5:00 p.m. – 9:00 p.m.	01/30/12
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New Hires

Highland Elementary School Rodriguez Torres, Oscar	Instructional Assistant – Computer Resources	10 months, 3 hours	01/23/12
Mt. View Elementary School Aramburo-Mendoza, Icis	School Office Assistant	10 months, 2.5 hours	01/27/12

Promotions

Baglio, Joseph J.	From: Maintenance & Operations, Electrical & Building Automation Controls Technician, 12 months, 8 hours	To: Maintenance & Operations, Maintenance & Operations Specialist, 12 months, 8 hours	01/23/12
Coria, Luis R.	From: Project T.E.A.M., Instructional Assistant – Special Education II, 10 months, 6 hours	To: Project T.E.A.M., Occupational Trainer, 10 months, 6 hours	01/03/12

Re-Hires

Bryant Elementary School Mendez, Jacqueline M.	Instructional Assistant – Special Education I	10 months, 3 hours	01/26/12
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Re-Hires from the 39-Month Re-employment List

Frank Augustus Miller Middle School & Maintenance & Operations Spears, Tyshana E.	Custodian	12 months, 8 hours (4 hours/site)	01/26/12
Network & Information Systems Linder, Patricia L.	Help Desk Analyst	12 months, 8 hours	01/31/12

Resignations

Liberty Elementary School Salinas, Victor A.	Community Assistant – Bilingual	3 years, 4 months of service	03/01/12
Pachappa Elementary School Legrone, Claire S.	Instructional Assistant – Preschool	1 year, 1 month of service	02/24/12
Taft Elementary School Lee, Joyce M.	Cafeteria Worker I	2 years, 5 months of service	01/31/12

School Nutrition Association (SNA) Certification

Lincoln Continuation High School Fisher, Joyce	Cafeteria Worker IV	From: Range 10-5 To: Range 11-5	02/01/12 – 01/31/13
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Temporarily Assigned to a Higher Classification

Frank Augustus Miller Middle School Van, Beverly	From: Cafeteria Worker III	To: Cafeteria Supervisor I	01/30/12 – 03/30/12
Program Development & Extended Learning Gomez-Hales, Denise Y.	From: Administrative Secretary I	To: Budget Technician II	11/17/11 – 01/31/12 <i>Amendment to 01/17/12 Board</i>
Stadler, Marilyn	From: Grant Development Technician	To: Budget Technician II	11/17/11 – 01/31/12 <i>Amendment to 01/17/12 Board</i>

Termination

11/12-234104 Campus Supervisor 02/01/11

Voluntary Demotions/Reassignments/Reductions/Transfers

Esteva, Maria R.	From: Educational Options Center, Registrar I, 10 months, 8 hours	To: Jefferson Elementary School, School Office Assistant, 10 months, 6.5 hours	02/01/12
Glessner, Janell K.	From: Educational Options Center, Alternative Education Learning Lab Assistant, 10 months, 4 hours	To: Educational Options Center, Alternative Education Learning Lab Assistant - Electronics, 10 months, 6.4 hours	02/01/12
Goodman, Janette D.	From: Nutrition Services – Earhart Middle School, Cafeteria Worker I, 10 months, 3.75 hours	To: Nutrition Services - Chemawa Middle School, Cafeteria Worker I 10 months, 3 hours	02/01/12
Lowitz, Dyana L.	From: Longfellow Elementary School, Instructional Assistant - Preschool, 10 months, 6 hours	To: Madison Elementary School, Instructional Assistant - Preschool, 10 months, 6 hours	01/12/12
Palomares, Maria	From: Jefferson Elementary School, School Office Assistant, 10 months, 6.5 hours	To: Arlington High School, School Office Assistant, 10 months, 8 hours	02/01/12

NON-CLASSIFIED PERSONNEL

New Hires

Adriano, Katarina	Workability Student	01/26/12
Baker, Chelsea	Workability Student	01/27/12
Basulto, Georgina	Tutor	01/31/12
Bonadiman, Natasha	Workability Student	01/27/12
Bow, Jacob	AVID Tutor	01/25/12
Calvin, Isaac	Workability Student	01/27/12
Diehl, Michelle A.	Instructional Assistant	02/01/12
Hall, Aja	Workability Student	01/23/12
Johnson, Jihad	Workability Student	01/17/12
Montes, Adriana	Tutor	01/30/12
Owens, Danielle E.	Instructional Assistant	02/01/12
Rios, Kaitlyn	Workability Student	01/25/12
Rodriguez Alvarez, Gerardo	Workability Student	01/26/12
Rosales, Sandra	Workability Student	01/25/12
Sanchez, Israel	Workability Student	01/24/12
Thompson, Nkeiruka L.	Instructional Assistant	02/02/12
Thompson-Vela, Gregory	Workability Student	01/24/12
Valenzuela, Kelsie	AVID Tutor	02/03/12
Velasquez, Amanda	Workability Student	01/27/12
Williams, Alicia	Workability Student	01/18/12
Yi, Sarah	AVID Tutor	02/02/12
Zaragoza, Javier	Workability Student	01/23/12

New Hires – Athletic Coaches*/Performing Arts Assistants/Walk-on Personnel

Arlington High School		
Murillo, Jr., Anthony Ray	Baseball – J.V. Head Coach	01/27/12
John W. North High School		
Pilman, Rodney	Swimming – Assistant	01/26/12
Polytechnic High School		
Nevin, Scott	Track & Field – Assistant	01/26/12
Ramona High School		
Quiroz, Adam	Swimming – Assistant	02/02/12

*The temporary athletic coaches listed above are knowledgeable of the assigned sport and meet the qualifications and competencies required by law.

**Board Meeting Agenda
February 21, 2012**

Topic: Early Literacy

Presented by: Judi Paredes, Assistant Superintendent, Instructional Services

Responsible

Cabinet Member: Judi Paredes, Assistant Superintendent, Instructional Services

Type of Item: Report/Discussion

Short Description: Presentation on RUSD's commitment to mastery of early literacy skills for all students.

DESCRIPTION OF AGENDA ITEM:

Research shows that if children do not master foundational reading skills by third grade, they will struggle with reading for the rest of their educational years. This presentation will describe the components of early literacy, why early literacy is important, and a mid-year progress report on our K-3 goals, along with the actions we are taking to address our goals.

FISCAL IMPACT: None

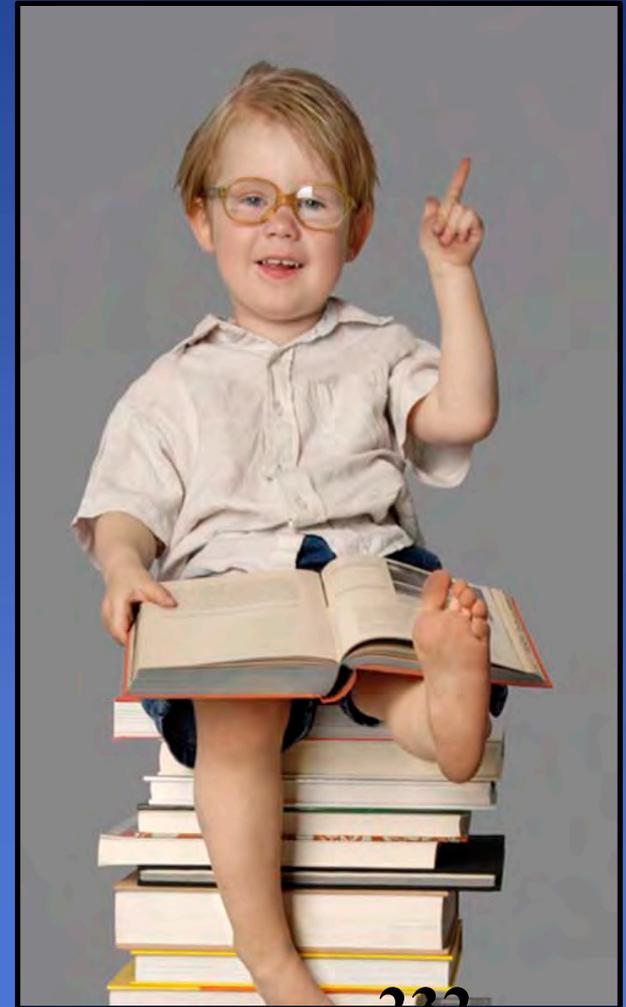
RECOMMENDATION: For information only.

ADDITIONAL MATERIAL: PowerPoint Presentation, "Commitment to Early Literacy"

Attached: Yes

Riverside Unified School District

Commitment to Early Literacy



What does the research say?

Prevention and intervention programs implemented before third grade can increase reading skills to the average grade levels for 85-90 percent of poor readers.

If intervention is delayed until 9 years of age, approximately 75 percent of children will continue to have difficulties learning to read throughout high school and their adult years.

Armbruster, Lehr, and Osborn (2001)

What are the early literacy skills?

Phonemic
Awareness
“cats” “cast”

Phonics
“charge”
/ch/ /ar/ /j/

Fluency
accuracy
automaticity
prosody

Vocabulary

Comprehension

What is our Goal? How will it be measured?

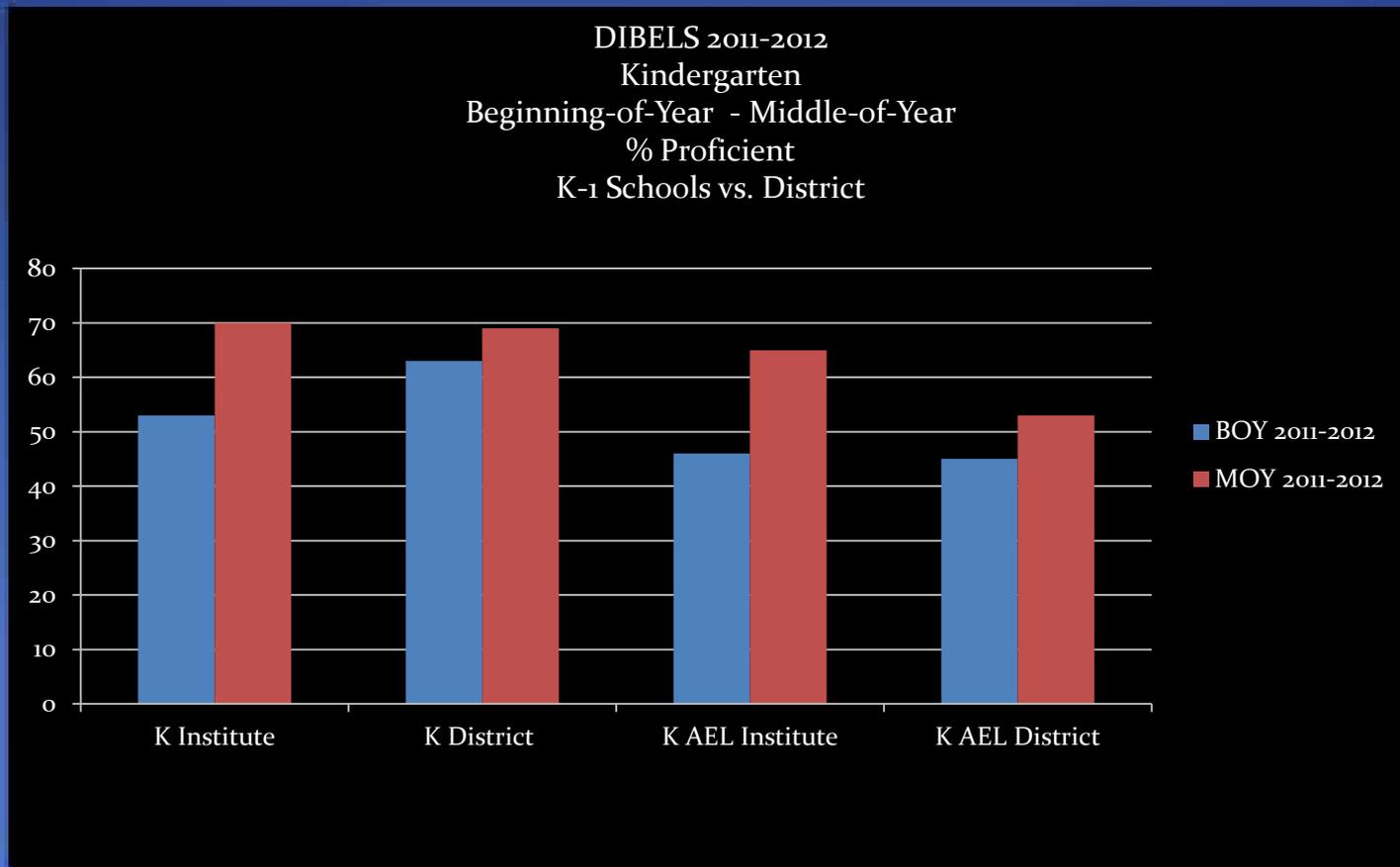
All students will be competent and confident readers by the end of third grade.

District wide:

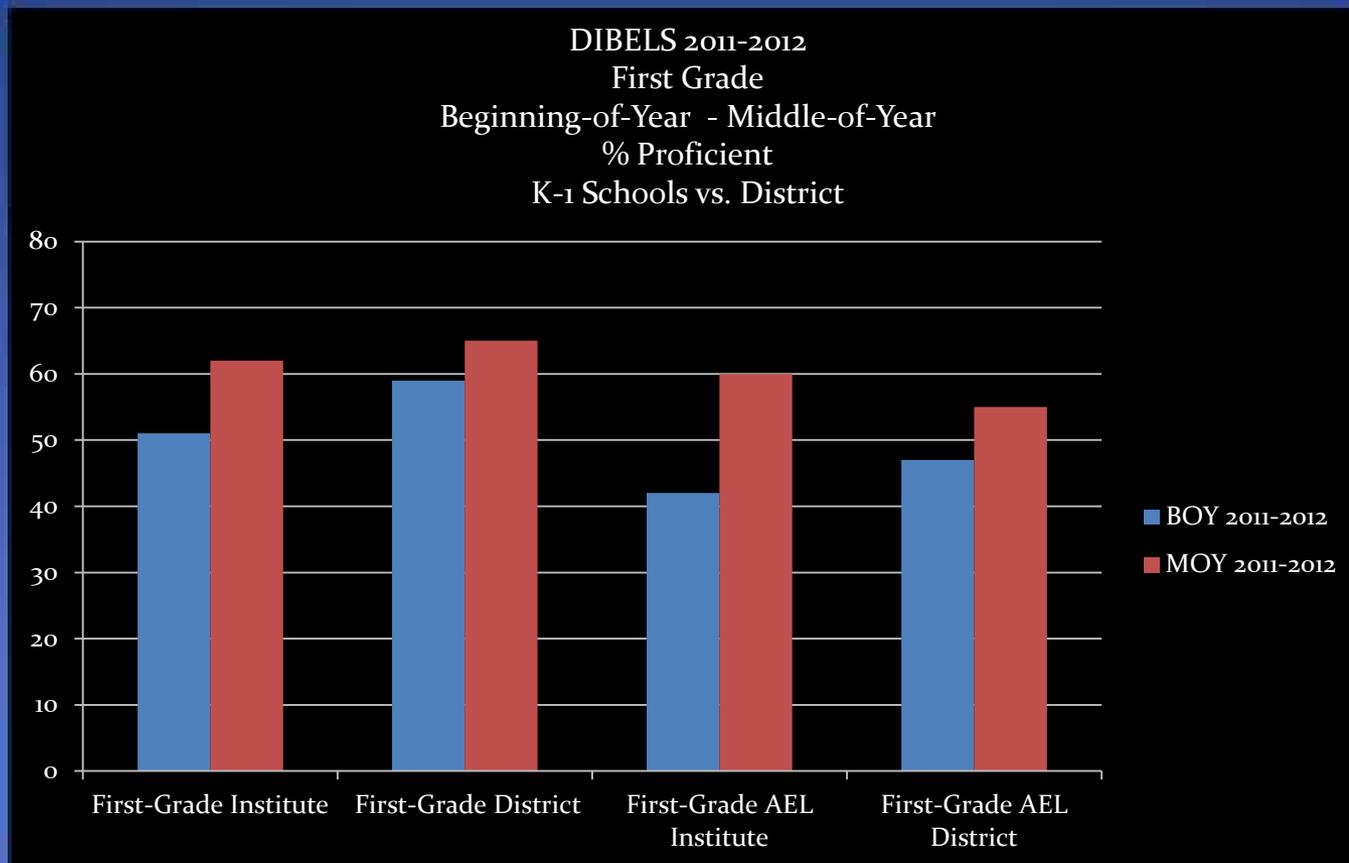
K and 1st– DIBELS (Dynamic Indicators of Basic Early Literacy Skills)

- 2nd-6th -DIBELS fluency and CST

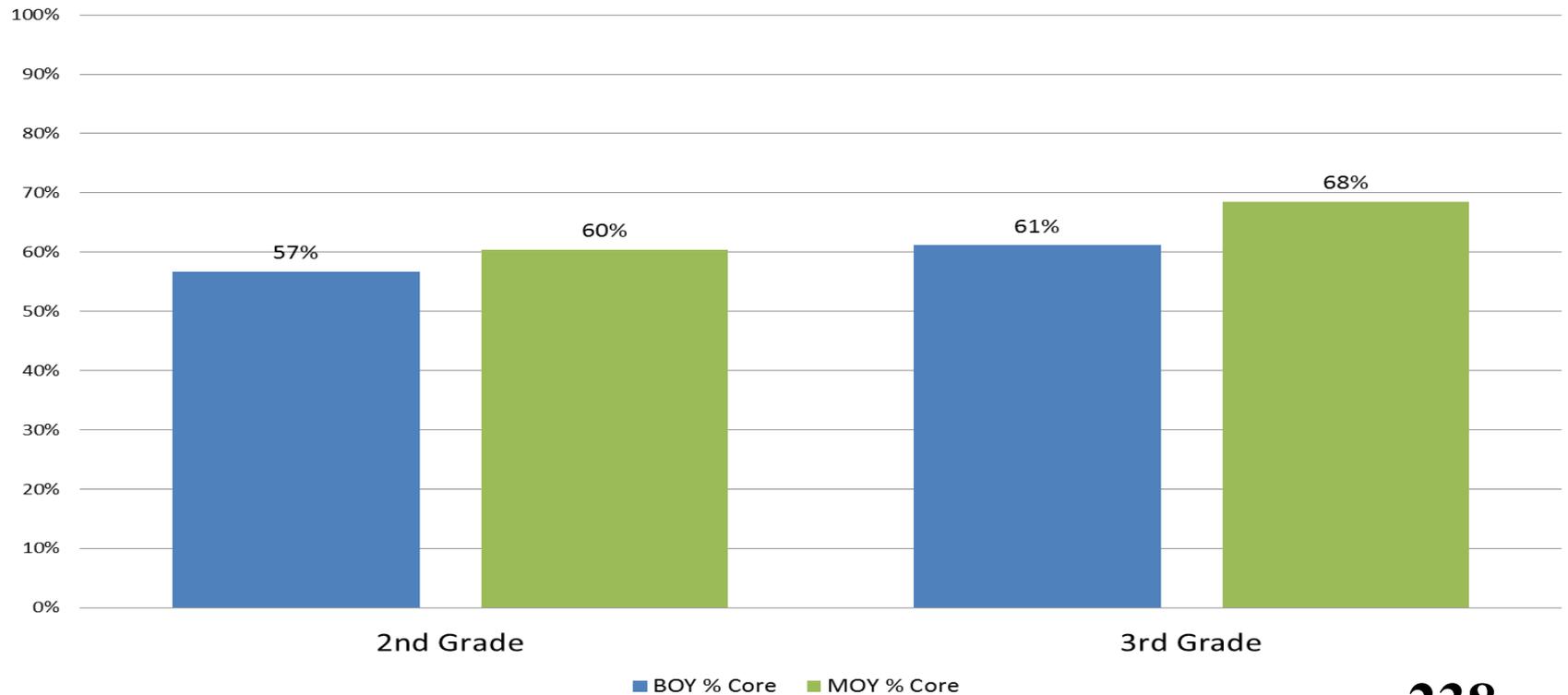
How are we doing? Kindergarten



First Grade



**DORF Words Correct
2012
2nd and 3rd Grade
Beginning of Year - Middle of Year
% of students at Core Instructional Level**



What are we implementing?

Training and Implementation (principals and teachers)

- * face to face and on-line
- * explicit instruction of early literacy skills
- * DIBELS
- * response to DIBELS
 - - grouping, strategic and timely response, additional time for learning, short cycle monitoring

Extended learning opportunities

- * before and after school
- * extra dose during the school day
- * summer academies
- * technology

At some of our schools...

- **K-1 Institute** – Longfellow, Mt. View, Pachappa, Highland, Emerson
- **RtI Schools** – Highgrove, Pachappa, Jackson, Liberty

Next Steps

- Full day kindergarten at all schools
- Expand DIBELS implementation
- Maintain and expand K/1 Institute
- Consider adoption of new materials
- Explore support for grades 2 and 3
- Extended learning opportunities:
 - * continue and expand use of technology
 - * parent training and partnerships
 - * additional summer opportunities

**Board Meeting Agenda
February 21, 2012**

Topic: Budget Planning for 2012-13 – Reflection and Discussion for Budget Considerations for the 2012-13 Fiscal Year

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Report

Short Description: The Board of Education will be asked to review potential budget implications under the governor’s proposed budget for the 2012-13 fiscal year and to provide staff with initial direction as to the approach to be taken in building the 2012-13 budget.

DESCRIPTION OF AGENDA ITEM:

As has been the practice in the past, the budget development cycle involves multiple concurrent processes that converge with Superintendent/Cabinet review and Board of Education approval. To begin this discussion, the Superintendent and Cabinet have spent time identifying 1) what RUSD does well and should preserve and enhance, 2) programs and activities that are necessary for our student’s and District’s continued health and well-being, and 3) programs and activities that are necessary for our student’s and District’s growth and future prosperity. The results of this discussion will be shared in the presentation, and are intended to help guide both the approach and details of future budget decisions.

On February 6, 2012, staff provided the Board of Education with an overview of the governor’s budget proposals for 2012-13, including impacts on RUSD as they were known at the time. Further, the Board’s Finance Committee took up the topic of budget planning for 2012-13 at their February 8 meeting. The governor’s budget proposals for 2012-13 include a Plan A / Plan B approach contingent upon the passage of a potential voter initiative on the November 6 Ballot. Plan A provides RUSD relative stable funding in 2012-13 (although it is a reduction of unrestricted funding). Plan B provides for an automatic mid-year trigger reduction of \$15.5 million over the Plan A reductions. Additionally, there are competing tax initiatives in the qualification stages for the November 2012 ballot which will have varied impacts on the District’s 2012-13 budget.

Contingency planning is the key to developing a 2012-13 budget for RUSD during these uncertain times. RUSD has several choices, and each varies widely in approach and each carries a different degree of both upside and downside risk.

The Finance Committee recommends that staff begin to prepare analysis and further information for the Committee and full Board to review relative to taking an approach that recognizes that the District has an existing structural deficit between recurring revenues and expenditures that is currently being covered by one-time fund balance. The Finance Committee shared staff's concern that any mid-year cuts need to be mitigated as much as possible by dollar-for-dollar expenditure reductions so as not to increase the structural deficit further and quicken the timeframe in which the District runs out of budget and cash resources.

FISCAL IMPACT: This agenda item contains no specific budget recommendations.

RECOMMENDATION: It is recommended that the Board of Education 1) review budget related information, and 2) provide staff with initial direction relative to budget planning for the 2012-13 fiscal year.

ADDITIONAL MATERIAL: To be provided at the meeting.

Attached: N/A

**Board Meeting Agenda
February 21, 2012**

Topic: Public Hearing - Initial Proposal for Collective Bargaining Negotiations Submitted by the Riverside Unified School District Board of Education With the Riverside City Teachers Association for the 2012-13 School Year

Presented by: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Public Hearing

Short Description: A public hearing is to be held on the initial proposal for collective bargaining negotiations submitted by the Riverside Unified School District Board of Education with the Riverside City Teachers Association.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District and the Riverside City Teachers Association (RCTA). Riverside Unified School District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

1. Article X: Hours of Employment All Regular and Alternative Education Schools, District Office and Sunshine
2. Article XII: Class Size

Under the terms of the existing collectively bargained agreement with RCTA, the following articles of the Certificated Bargaining Unit Agreement are automatically reopened for negotiations:

1. Article VIII: Wages
2. Article IX: Health and Welfare Benefits

California Government Code Section 3547 provides the basis and procedures for the recognition of the District's initial proposal for collective bargaining negotiations between the District and RCTA for the 2012-13 School Year. A public hearing is required to be held on the topic to provide an opportunity for the community to comment on the initial proposal.

FISCAL IMPACT: To be determined

RECOMMENDATION: It is recommended that the Board of Education hold a public hearing regarding the District's initial proposal for collective bargaining negotiations between the District and RCTA for the 2012-13 school year.

ADDITIONAL MATERIAL: Letter to RCTA – 2/14/12 and Public Hearing Notice

Attached: Yes

BOARD OF EDUCATION
Mrs. Gayle Cloud
President
Charles L. Beaty, Ph.D.
Vice President
Mrs. Kathy Y. Allavie
Clerk
Mr. Tom Hunt
Mrs. Patricia Lock-Dawson

Riverside Unified School District

3380 14th STREET
RIVERSIDE, CALIFORNIA 92501

OFFICE OF THE DEPUTY SUPERINTENDENT
BUSINESS SERVICES AND GOVERNMENTAL RELATIONS
(951) 788-7135 x80423
FAX: (951) 778-5668

RICHARD L. MILLER, Ph.D.
District Superintendent

VIA FACSIMILE 951-684-6250 and Email

February 14, 2012

Riverside City Teachers Association CTA/NEA
3556 Central Avenue
Riverside, California 92506-2701

Attention: Mr. Tim Martin, President

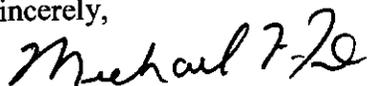
Re: Riverside Unified School District Initial Proposals for 2012-13

Dear Mr. Martin:

The Riverside Unified School District is proposing to negotiate the following sections of the RCTA Collective Bargaining Agreement as follows:

1. Article X: Hours of Employment All Regular and Alternative Education Schools, District Office and Sunshine
2. Article XII: Class Size

Sincerely,



Michael H. Fine
Deputy Superintendent
Business Services and Governmental Relations

c: Dr. Richard L. Miller, District Superintendent
Susan J. Mills, Assistant Superintendent Human Resources

BOARD OF EDUCATION

NOTICE

PUBLIC HEARING

At the Board of Education meeting to be held at 5:30 p.m. on Tuesday, February 21, 2012, at 6735 Magnolia Avenue, Riverside California, a public hearing is scheduled in compliance with the requirements of California Government Code Section 3547 to provide an opportunity for the community to comment on the initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District (District) and the Riverside City Teachers Association (RCTA) for the 2012-12 School Year.

The District has submitted an initial proposal for the collective bargaining agreement between the Board of Education of the District RCTA. The District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

1. Article X: Hours of Employment All Regular and Alternative Education Schools, District Office and Sunshine
2. Article XII: Class Size

Copies to: Board Members

Posted: February 14, 2012

Copies posed at RUSD District Office, Riverside Adult School and on the RUSD website.

**Board Meeting Agenda
February 21, 2012**

Topic: Adoption of Initial Proposal for Collective Bargaining Negotiations Submitted by the Riverside Unified School District Board of Education With the Riverside City Teachers Association for the 2012-13 School Year

Presented by: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Responsible Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Action

Short Description: The Board of Education will consider adopting an initial proposal for collective bargaining negotiations submitted by the Riverside Unified School District Board of Education with the Riverside City Teachers Association.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District and the Riverside City Teachers Association (RCTA). Riverside Unified School District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

1. Article X: Hours of Employment All Regular and Alternative Education Schools, District Office and Sunshine
2. Article XII: Class Size

Under the terms of the existing collectively bargained agreement with RCTA, the following articles of the Certificated Bargaining Unit Agreement are automatically reopened for negotiations:

1. Article VIII: Wages
2. Article IX: Health and Welfare Benefits

At the Board of Education meeting on February 21, 2012, the Board of Education was scheduled to hold a public hearing pursuant to California Government Code Section 3547 which provides the basis and procedures for the recognition of the District's initial proposal for collective bargaining negotiations between the District and RCTA for the 2012-13 School Year.

FISCAL IMPACT: To be determined

RECOMMENDATION: It is recommended that the Board of Education adopt the District's initial proposal for collective bargaining negotiations between the District and RCTA for the 2012-13 School Year.

ADDITIONAL MATERIAL: Letter to RCTA – 2/14/12

Attached: Yes

BOARD OF EDUCATION
Mrs. Gayle Cloud
President
Charles L. Beaty, Ph.D.
Vice President
Mrs. Kathy Y. Allavie
Clerk
Mr. Tom Hunt
Mrs. Patricia Lock-Dawson

Riverside Unified School District

3380 14th STREET
RIVERSIDE, CALIFORNIA 92501

OFFICE OF THE DEPUTY SUPERINTENDENT
BUSINESS SERVICES AND GOVERNMENTAL RELATIONS
(951) 788-7135 x80423
FAX: (951) 778-5668

RICHARD L. MILLER, Ph.D.
District Superintendent

VIA FACSIMILE 951-684-6250 and Email

February 14, 2012

Riverside City Teachers Association CTA/NEA
3556 Central Avenue
Riverside, California 92506-2701

Attention: Mr. Tim Martin, President

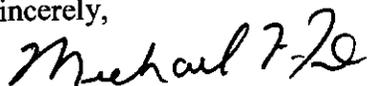
Re: Riverside Unified School District Initial Proposals for 2012-13

Dear Mr. Martin:

The Riverside Unified School District is proposing to negotiate the following sections of the RCTA Collective Bargaining Agreement as follows:

1. Article X: Hours of Employment All Regular and Alternative Education Schools, District Office and Sunshine
2. Article XII: Class Size

Sincerely,



Michael H. Fine
Deputy Superintendent
Business Services and Governmental Relations

c: Dr. Richard L. Miller, District Superintendent
Susan J. Mills, Assistant Superintendent Human Resources

Board Meeting Agenda
February 21, 2012

Topic: Resolution 2011/12-44 – Resolution of the Board of Education of the Riverside Unified School District Granting the Charter Petition for the Establishment of the REACH Leadership Academy School of Math, Science, & Technology, and Approving a Memorandum of Understanding

Presented by: Gloria Cowder, Director, Program Development and Extended Learning

Responsible Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: REACH Leadership Academy School of Math, Science, & Technology submitted a Charter Petition for consideration by the Board. A corresponding Memorandum of Understanding is also being presented for the Board’s consideration.

DESCRIPTION OF AGENDA ITEM:

The Charter Schools Act of 1992 provides for the establishment and operation of publicly-funded charter schools in the State of California. Petitioners for the REACH Leadership Academy School of Math, Science, & Technology submitted a charter petition in September of 2011, but withdrew the charter petition and made revisions to address concerns identified by District staff.

The revised Charter Petition was submitted to the Board on January 9, 2012 for consideration and action. The Board held a public hearing on the provisions of the Charter Petition on January 17, 2012 as required by law. The Board is required to either grant or deny the Charter Petition within 60 days of receipt, unless a 30 day extension is agreed upon by both parties.

In reviewing the Charter Petition, the Board is to be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged (Ed. Code § 47605(b).) A governing board shall grant a charter if it is satisfied that granting the charter is consistent with sound educational practice. A governing board shall not deny a petition for the establishment of a

charter school unless it makes written factual findings specific to the particular petition, setting forth specific facts to support one or more of the following: (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) The petition does not contain the number of signatures required; (4) The petition does not contain an affirmation of each of the conditions described in 47605(d); or (5) The petition does not contain reasonably comprehensive descriptions of 16 elements listed in Section 47605(b)(5).

Staff has completed a comprehensive review of the charter petition and does not believe that any of the factual findings outlined in the Education Code exist to justify a denial of the revised petition. Where some operational concerns exist, the petitioners have agreed to clarify their plan of operations through a Memorandum of Understanding (MOU). As such, the attached resolution incorporates a proposed MOU which was negotiated between District staff and Petitioners.

FISCAL IMPACT: Loss of 133 Average Daily Attendance (ADA) will result in loss of \$693,772.00 in revenue using the current deficated revenue limit, offset in part by potentially lower staffing costs. The amount of loss revenue will vary from year to year depending on the charter ADA and on the revenue limit deficit being applied by the state.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2011-12/44 - Resolution of the Board of Education of the Riverside Unified School District Granting the Charter Petition for the Establishment of the REACH Leadership Academy School of Math, Science, & Technology, and Approving a Memorandum of Understanding

ADDITIONAL MATERIAL: 1) Resolution 2011/12-44 – Resolution of the Board of Education of the Riverside Unified School District Granting the Charter Petition for the Establishment of the REACH Leadership Academy School of Math, Science, & Technology, and Approving a Memorandum of Understanding, 2) Memorandum of Understanding

Attached: Yes

Resolution No. 2011/12-44

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE
UNIFIED SCHOOL DISTRICT GRANTING THE CHARTER PETITION FOR
THE ESTABLISHMENT OF THE REACH LEADERSHIP ACADEMY SCHOOL
OF MATH, SCIENCE, AND TECHNOLOGY, AND APPROVING A
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Charter Schools Act of 1992, set forth at Education Code Section 47600 *et seq.* (the "Act"), provides for the establishment and operation of publicly-funded charter schools in the State of California; and

WHEREAS, pursuant to Section 47605 of the Act, a school district governing board may approve a petition for the operation of a charter school that operates at one or more sites within the geographical boundaries of the school district; and

WHEREAS, a school district governing board may only approve a charter petition if the board is satisfied that granting the charter is consistent with sound educational practice; and

WHEREAS, a school district governing board may deny a petition for the establishment of a charter school if the board makes one or more of the findings listed in Section 47605(b) and sets forth specific facts to support such findings; and

WHEREAS, on January 9, 2012, petitioners ("Petitioners") for the proposed REACH Leadership Academy School of Math, Science, & Technology ("Charter School") submitted a revised charter petition ("Charter Petition") to the Riverside Unified School District ("District") Board of Education ("Board") for the establishment of a new charter school operating within the boundaries of the District; and

WHEREAS, the Petitioners originally submitted a charter petition on September 21, 2011 ("Initial Charter Petition"), but withdrew the Initial Charter Petition and made a number of revisions to address concerns identified by District staff. The Charter Petition submitted on January 9, 2012 incorporates those revisions; and

WHEREAS, the Charter Petition was accompanied by petitions signed by teachers who affirmed that they are meaningfully interested in teaching at the proposed Charter School, and parents that affirmed that they are meaningfully interested in enrolling their children in the proposed Charter School; and

WHEREAS, Petitioners also submitted a proposed budget summary, budget narrative and proposed monthly cash flows relating to the proposed Charter School; and

WHEREAS, pursuant to Education Code Section 47605(b), the Board held a duly noticed public hearing on the provisions of the Charter Petition on January 17, 2012, at which time the Board provided Petitioners with an opportunity to make a presentation to the Board regarding the proposed Charter School, and answer questions posed by the Board, and at which time members of the public had an opportunity to comment on the proposed Charter Petition; and

WHEREAS, pursuant to Education Code Section 47605(b), the Board has considered the level of support for the Charter Petition by teachers and other employees of the District and by parents; and

WHEREAS, at its meeting of February 21, 2012, the Board further considered the terms of the Charter Petition, and whether to grant or deny the Charter Petition, and provided members of the public an opportunity to comment on the proposed Charter School; and

WHEREAS, at its meeting of February 21, 2012, the Board also considered a proposed Memorandum of Understanding (“MOU”) between the proposed Charter School and the District that addresses outstanding concerns of District staff regarding the proposed operations of the Charter School as described in the Charter Petition.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT HEREBY FINDS AS FOLLOWS:

Section 1. The recitals above are true and correct.

Section 2. The staff report and comments presented to the Board by District staff at the meeting of February 21, 2012 regarding the Charter Petition are hereby incorporated by reference.

Section 3. Granting the Charter Petition is consistent with sound educational practice.

Section 4. The Charter Petition addresses most of the concerns raised by District staff regarding the Initial Charter Petition, and remaining concerns can be adequately addressed in a MOU between the District and the Charter School; and

Section 5. Petitioners have agreed to the terms and conditions of a MOU negotiated between Petitioners and District staff and presented to the Board at the February 21, 2012 Board meeting concurrent with the Charter Petition; and

Section 6. The Charter Petition and MOU collectively satisfy concerns of the Board and District staff regarding the Charter School’s proposed operations.

NOW, THEREFORE, BE IT RESOLVED BY THE RIVERSIDE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION as follows:

Section 1. That the Charter Petition is hereby granted for a period of five (5) years, commencing July 1, 2012.

Section 2. That the MOU as presented is hereby approved. District staff is directed to finalize the terms of the MOU, making any minor, non-substantive revisions needed. District staff is authorized to execute the MOU on behalf of the Board after the governing board of the Charter School, once constituted, approves the MOU.

Section 3. That the Charter School may not commence operations and instruction until the MOU is fully executed.

PASSED AND ADOPTED by the Board of Education this 21st day of February, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gayle Cloud, President
Board of Education

Kathy Allavie, Clerk
Board of Education



MEMORANDUM OF UNDERSTANDING

Between
Riverside Unified School District
And
REACH Leadership Academy School of Math, Science, & Technology

February 21, 2012

This Memorandum of Understanding (“MOU”) is made and entered into as of the 21st day of February, 2012 by and between the Riverside Unified School District (“RUSD”), and REACH Leadership Academy School of Math, Science, & Technology (“REACH”). Hereinafter, RUSD and REACH shall be collectively referred to as “the parties.”

I. PURPOSE

The State of California enacted the Charter Schools Act of 1992 (hereinafter “the Act”) authorizing the creation of charter schools with the intent that schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act authorizes school districts to grant charter petitions under specified circumstances. On February 21, 2012, RUSD granted a charter petition for the REACH Leadership Academy School of Math, Science, & Technology (“Charter”) for a five-year period beginning July 1, 2012 through June 30, 2017, pursuant to the Act, and by doing so, is the chartering authority of REACH.

The fundamental interest of RUSD is to be reasonably assured that REACH is:

- Implementing the provisions of the Charter as approved;
- Obeying all requirements of federal, state, and local law that apply to REACH;
- Being operated prudently in all respects;
- Providing a sound education for all of its students.

The parties recognize that there are matters related to the operation of this REACH, and to the effective oversight of REACH, which go beyond the provisions included in the Charter. RUSD also acknowledges that the general operation of REACH is appropriately carried out by the faculty and staff of REACH. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of RUSD. Further, this MOU is intended to outline the parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

II. TERM

This MOU, provided it is fully executed by all parties, shall cover the term of the Charter: five (5) fiscal years commencing on July 1, 2012, and ending on June 30, 2017. This MOU is subject to termination during the term as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties.

- a) The duly authorized representatives of REACH are the governing board president or Executive Director or designee.
- b) The duly authorized representative of RUSD is the Riverside Unified School District Deputy Superintendent and/or designee. For purposes of material amendments to the charter, such amendments may only be made upon the approval of REACH's governing board, and take effect only if approved by the Riverside Unified School District Board of Education (hereinafter "RUSD Board of Education").

This MOU shall be reviewed at least annually, and may be amended or augmented by addendum at any time with mutual agreement. This MOU (including any addendums) shall automatically expire if REACH becomes non-operational.

III. TERM OF CHARTER / RENEWAL

REACH is a public school that shall operate pursuant to the approved Charter and any conditions imposed by the RUSD Board of Education as part of that approval. The Charter is approved for a five-year term commencing July 1, 2012 and ending June 30, 2017, subject to termination or revocation pursuant to law. Prior to the end of the five-year term, REACH may seek a renewal of the Charter by submitting a renewal charter petition to RUSD at least six (6) months prior to the expiration of the Charter term. REACH may only seek renewal of its Charter after concluding its fourth school year of operation.

IV. TRANSPARENCY

At all times it is operational, REACH will have the following information posted on the Internet and will update the posting as quickly as possible whenever the information changes:

- ✓ Phone numbers and e-mail addresses for REACH's principal contacts;
- ✓ Parent/Student Handbook;
- ✓ School calendar and bell schedule;
- ✓ Student Discipline Policies;
- ✓ Statement regarding non-sectarian, in its programs, admissions policies, employment practices and all other operations;
- ✓ Application and enrollment forms and information provided to prospective families;
- ✓ Procedures for application, the public random drawing, enrollment, and admission;
- ✓ Evidence of public random drawing preferences consistent with the charter petition;
- ✓ Descriptions of outreach and recruitment activities that have been conducted to reach target population;

- ✓ School Health and Safety Plan;
- ✓ REACH Governing Board adopted policies, meeting agendas and minutes;
- ✓ Articles of Incorporation;
- ✓ Bylaws approved by the REACH Governing Board;
- ✓ Roster and biographies of current Governing Board members;
- ✓ Annual calendar of Governing Board meetings;
- ✓ Information concerning the rights of parents and guardians under the federal No Child Left Behind (NCLB) and the Family Educational Rights and Privacy Acts (FERPA).

School Accountability Report Card (SARC): On or before April 30 of each year, REACH will post its SARC on School website.

SECTION V: EDUCATIONAL PERFORMANCE

A Student Learning Plan (SLP) is required to be submitted to RUSD by October 15 in any year of operation, starting in Year 2, if REACH fails to meet academic Schoolwide Outcomes as detailed in the Charter. The SLP will reflect specific goals and intentional actions REACH will take to improve student academic achievement and ensure that stated Schoolwide Outcomes are realized. The SLP will assist RUSD in making the determination that the school is on track to meet its student achievement targets.

SECTION VI: UPDATES TO RUSD BOARD OF EDUCATION

In addition to the REACH Leadership Academy Annual Report required by the Charter, REACH will present updates to the RUSD Board of Education at the October and July RUSD Board of Education meetings.

Updates are to include:

<u>October</u>	<u>July</u>
<ul style="list-style-type: none"> ▪ Starting Enrollment ▪ Test Scores ▪ New Programs ▪ Financial Update ▪ Charter Highlights ▪ Status of New Initiatives 	<ul style="list-style-type: none"> ▪ Ending Enrollment ▪ Participation in STAR ▪ Report on successes/challenges of programs ▪ Financial Update ▪ Charter Highlights ▪ New initiatives considered for next school year

At the discretion of RUSD, REACH may be requested to present additional updates and or reports during the year.

SECTION VII: SITE VISIT

RUSD will conduct at least one scheduled site visit annually. The primary focus of the visits will be on student learning and fulfillment of the terms of the Charter.

The site visit may include review of the facility, review of records maintained by REACH, interviews with the Executive Director, staff, and parents, and observation of instruction in the classroom. The

evaluations for each year will constitute the basis upon which a renewal decision will be made at the end of the term of the charter. Any deficiencies will be reviewed with School administration.

RUSD reserves the right to make unannounced visits to REACH.

SECTION VIII: SPECIAL EDUCATION SERVICES

The following provisions clarify the respective responsibilities of RUSD and REACH with respect to special education, and serve to implement the general provisions in the approved Charter. The parties agree that these provisions shall have the same weight and effect as the provisions contained in the Charter, and that violation of these provisions shall constitute a violation of the requirements of the Charter. To the extent that any of the special education provisions below conflict with the special education provisions in the Charter, the provisions in this MOU shall control.

- a) Designation. REACH shall be categorized as a “school of the district” in conformity with Education Code Section 47641(b) for purposes of special education. REACH will operate as a school of RUSD and not as a separate LEA or SELPA.
- b) Equal Participation. REACH shall participate in state and federal special education funding in the same manner as any other public school of RUSD. A child with disabilities attending REACH shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of RUSD.
- c) Eligibility and Placement. Decisions regarding eligibility, goals/objectives, program placement and exit from special education shall be made by the Individualized Education Program ("IEP") team. Team membership shall be in compliance with federal law and shall include the designated representative of REACH (or designee). Services and placement shall be provided to all eligible REACH students in accordance with the Individuals with Disabilities Act, 20 U.S.C. § 1400 *et seq.* ("IDEA"), and the policies, procedures and requirements of the SELPA.

Upon initiation of the registration process and prior to enrollment, REACH will forward a copy of the last signed and implemented IEP to the designated RUSD staff so that he or she can determine comparable program/services and initiate an Administrative Placement. Initiation of services is contingent upon obtaining an Administrative Placement agreed to and signed by the parent.

- d) Responsibilities of RUSD.
 - i. Provision of Services. RUSD shall be responsible for providing all special education services to eligible special education students enrolled in REACH. RUSD shall ensure that special education and designated instruction and services are provided in accordance with IDEA and the students' IEPs. For this purpose, RUSD shall retain all state and federal

special education funding generated by REACH's enrollment, as specified in paragraph (g) below.

- ii. Assessments. RUSD shall be responsible for determining what assessments, if any, are necessary and arrange for such assessments for all referred students, for annual assessments, and for tri-annual assessments.
- iii. Program Coordination. RUSD shall be responsible for coordinating the special education program for students enrolled in REACH.
- iv. Limitation. Should RUSD determine that it is not in its best interest to continue to coordinate and control the provision of special education services to REACH students, it may choose to terminate its obligation for the next school year by providing REACH with written notice by the prior April 1st. In such case, REACH and RUSD shall renegotiate the terms of this Section as an addendum to this MOU.
- v. Professional Development. REACH will have access to all RUSD special education professional development opportunities on a space available basis.

e) Responsibilities of REACH.

- i. Identification of Students. REACH agrees to implement a Student Success Team (“SST”), a regular education function, to monitor and guide pre-referral interventions. Should the SST team consider a referral for special education assessment, the SST team will be expanded to include appropriate RUSD representatives knowledgeable in special education. REACH will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, exceptional needs.
- ii. Cooperation and Communication with RUSD. REACH and its employees shall participate in the development of IEPs in accordance with IDEA and as requested by RUSD, and shall otherwise fully communicate and cooperate with RUSD in identifying and serving special education students enrolled in REACH.
- iii. Notice of IEP Team Meetings. REACH shall notify RUSD in advance of all scheduled IEP team meetings, and RUSD shall have the right to send a RUSD representative to attend such meetings as a member of the IEP team.
- iv. Designated Representative. REACH shall identify a designated representative who will serve as the primary contact for special education matters. RUSD shall coordinate with REACH’s designated representative on the provision of special education services at REACH.

- v. Designated Work Areas and Materials/Equipment. REACH shall identify and provide, at the charter school site, adequate work areas appropriate for the delivery of instruction, related services, and assessments, that are consistently available to staff. The adequacy of the work areas will be determined by RUSD. Materials/equipment shall include, but not be limited to, furniture, storage space for materials and confidential documents, textbooks and curriculum, and any technology required for curriculum implementation.
 - vi. Curriculum Materials. Upon request by RUSD, REACH shall provide the District with a copy of the general education curriculum for use in the classroom.
- f) CDE Complaints. RUSD shall address, investigate and take any and all action necessary to respond to complaints filed with the California Department of Education (“CDE”), Special Education Division. REACH will fully cooperate with RUSD’s handling of such complaints.
- g) Funding.
- i. Special Education Funding. RUSD shall receive and retain all state and federal special education revenues generated by students attending REACH. REACH shall immediately forward to RUSD such funds upon receipt.
 - ii. Pro-Rata Share. In addition, REACH shall contribute funds to RUSD equal to its pro-rata share of RUSD’s district-wide unfunded special education costs for special education pupils, excluding transportation costs. At the end of each fiscal year, RUSD shall calculate REACH’s pro-rata share of the district-wide general fund support for special education, excluding transportation, for that year as calculated by the total unfunded special education costs of RUSD (including those costs attributable to REACH, and excluding transportation) divided by the total number of RUSD ADA (including REACH students) and multiplied by the total number of REACH ADA (calculated from P2). The school ADA shall include all students, regardless of home district and regardless of the number of REACH students who qualify for special education services. RUSD will invoice REACH on a monthly basis for the pro-rata share based on that calculation, and REACH shall pay RUSD within thirty (30) days of receipt of invoice. RUSD will make necessary adjustments at year-end, within sixty (60) days of available unaudited actuals.

For Year 1 only, REACH’s pro-rata share will be calculated based on ADA projections set forth in REACH’s proposed budget for Year 1. Based on these estimates, RUSD will invoice REACH on a monthly basis and REACH shall pay RUSD within thirty (30) days of receipt of invoice. RUSD will make any necessary adjustments at year-end, within sixty (60) days of available unaudited actuals.

Alternatively, RUSD may, at its sole option, retain REACH's pro-rata share, as calculated above, by deducting from the in-lieu property tax revenue transferred to REACH. RUSD shall provide REACH with documentation of its calculations in either case.

iii. Transportation. REACH will be responsible for all transportation costs required to serve special education students who are enrolled at REACH, as indicated on the students' IEPs. Should REACH choose to utilize RUSD transportation services for special education students enrolled at REACH, RUSD will invoice REACH for the actual costs of providing that special education transportation.

h) Indemnification. REACH shall indemnify and hold harmless RUSD, its officials, employees and agents from and against any and all liability arising from or related to: a failure of a staff member of REACH to follow the policies and procedures of the SELPA and/or RUSD, and/or a failure of a staff member of REACH to adhere to the requirements of IDEA or of this MOU. This indemnification shall include the legal defense of RUSD and its officials, employees and agents against special education due process hearing requests and/or complaints to state or federal agencies. REACH shall indemnify RUSD and its officials, employees and agents against any remedies, including compensatory education, reimbursement, and/or money damages that may be awarded or agreed to, for REACH's failure to provide appropriate and/or compliant special education and related services. This indemnification is in addition to, and does not replace, any indemnification rights or obligations contained in REACH's approved Charter.

SECTION IX: HOMELESS EDUCATION

REACH understands that it is required to comply with all applicable provisions of the federal McKinney-Vento Homeless Assistance Act and implementing regulations in order to assist homeless children and youth in accessing public education. This could require, among other things, transportation services.

SECTION X: INDEPENDENT STUDY

REACH may, on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness of three or more days in duration. Any such independent study will be limited to occasional, incidental instances of extended absences, and must be fully compliant with all independent study statutes and regulations applicable to charter schools.

SECTION XI: SUPERVISORY OVERSIGHT

RUSD is responsible for providing supervisory oversight as set forth in Education Code Section 47604.22. The costs for these duties shall be funded with the supervisorial oversight fees collected pursuant to Education Code Section 47613. RUSD will estimate the supervisory oversight fee due to RUSD and will withhold that amount from the in-lieu property tax revenue due to REACH under Education Code Section 47635. RUSD will make necessary adjustments at year-end, within 60 days of available unaudited actuals.

SECTION XII: CONTRACTING FOR ADDITIONAL SERVICES

REACH may choose to contract with RUSD for additional services not provided as part of regular supervisory oversight. These additional services may include, but not be limited to, food services, fingerprinting and criminal background checks, and professional development, based upon the terms and conditions set forth in any separate agreement entered into between the parties for such services.

SECTION XIII: POLITICAL REFORM ACT

REACH acknowledges and agrees that it will be responsible for complying with the provisions of the Political Reform Act, Government Code Section 81000 *et seq.* and FPPC implementing regulations, Title 2, California Code of Regulations, Section 18110 *et seq.* This includes specific disclosure and disqualification requirements. This legal requirement exists independent from, and in addition to, any conflicts of interests requirements specifically set forth in the Charter.

SECTION XIV: PUBLIC RECORDS ACT

REACH will comply with the provisions of the California Public Records Act, Government Code Section 6250 *et seq.*, with respect to any records maintained by or for the Charter School.

SECTION XV: INSURANCE

Any insurance carrier providing insurance coverage to the Charter School, as required by the terms of the Charter, shall be admitted to the State of California and acceptable to the District.

SECTION XVI: NOTICES

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

Riverside Unified School District
Michael H. Fine, Deputy Superintendent, Business and Governmental Relations Riverside Unified School District 3380 14th Street Riverside, CA 92501 mfine@rusd.k12.ca.us
REACH Leadership Academy School of Math, Science, & Technology
Virgie Rentie, Ed.D., Executive Director REACH Leadership Academy School of Math, Science, & Technology 231 Alessandro Boulevard, Suite A-408 Riverside, CA 92508-6039 vrentie@reachleadershipacademy.org

SECTION XVII: EFFECT OF BREACH

Any violation by REACH of the terms of this MOU may result in a Notice of Violations being issued by District staff or by the RUSD Board of Education. Failure to cure the violation(s) within a reasonable period of time may result in formal revocation proceedings and/ or serve as grounds for non-renewal of the Charter.

SECTION XVIII: REPRESENTATIONS, WARRANTIES, WAIVERS

This document contains the entire Memorandum of Understanding of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings, agreements or MOUs between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no MOU, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

A waiver of any provision or term of this MOU must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. All parties agree that neither party to this MOU waives any of the rights, responsibilities, or privileges established by the Charter Schools Act of 1992.

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

SECTION XIX: SIGNATURES

Date

*Executive Director, REACH Leadership Academy School of
Math, Science, & Technology*

Date

*Deputy Superintendent, Business and Governmental Relations
Riverside Unified School District*

**Board Meeting Agenda
February 21, 2012**

Topic: Award of Bid for Bid No. 2011/12-63 – Independent Audit Services, 2011-12, 2012-13 and 2013-14

Presented by: Jane Jumnongsilp, Purchasing Manager

Responsible

Cabinet Member: Mike Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: Award of contract for independent audit services for 2011-12, 2012-13 and 2013-14 fiscal years.

DESCRIPTION OF AGENDA ITEM:

The District’s audit contract with Vavrinek, Trine, Day & Co., LLP expired with the completion of the 2010-11 audits. California Education Code Section 41020 requires that each year a school district hire an audit firm to perform the annual audit of all funds of that district. District staff prepared and distributed a Request for Proposal (RFP) for auditing services. Five firms provided proposals in response to the RFP.

District staff evaluated the proposals and recommended to the Board of Educations’ Finance Subcommittee one of the three firms for consideration. The Subcommittee met on February 8, 2012 to review the proposals and make a recommendation to the entire Board of Education. It is recommended that the District enter into an audit agreement with Nigro & Nigro for an initial three-year term, beginning with the audit period of the 2011-12 fiscal year, with two (2) additional options to renew in three (3) year increments, for a total of nine (9) years.

FISCAL IMPACT: Annual cost for base auditing services of \$55,000.00 for 2011/12; \$56,000.00 for 2012/13 and \$57,350.00 for 2013/14, included in the Business Services Department budget.

RECOMMENDATION: It is recommended that the Board of Education authorize the Deputy Superintendent of Business & Governmental Relations to execute an audit agreement with Nigro & Nigro based on the proposals received through a Request for Proposal solicitation.

ADDITIONAL MATERIAL: Proposal for Nigro & Nigro and Proposal Review Decision Matrix

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL 2011/12-63
AUDITING SERVICES

VI. PROPOSAL FORM

**TO: Mr. Michael H. Fine
Deputy Superintendent,
Business Services and Governmental Relations**

Submitted herewith is our proposal to perform auditing services for the Board of Education of the Riverside Unified School District for an initial three-year term, beginning with the audit period of the 2011-12 fiscal year, with two (2) additional options to renew in three (3) year increments, for a total of nine (9) years.

We propose to conduct the audits of annual fiscal years and submit the audit reports in compliance with instructions prepared by the Audits Division, State Controller's Office, State of California, in their publication, "Standards & Procedures for Audits of California K-12 Local Educational Agencies."

Five (5) copies of the proposal must be received by the Purchasing Department in a sealed envelope no later than 2:00 p.m. on January 6, 2012. If proposals are bound, at least (1) unbound copy must be provided.

FEES

It should be noted that the State requires the DISTRICT to withhold ten percent (10%) of the audit fees. The ten percent (10%) will be released after the DISTRICT receives a letter from the State directing the DISTRICT to do so. The total proposal shall also include all direct and indirect costs necessary to perform the work, including but not limited to, labor, overhead, equipment, supplies, travel, postage, and copying.

FINANCIAL CONSIDERATION

The hourly rates on which the auditing services proposed are based and upon which any early termination billings would be based are as follows:

Partner	\$ <u>190</u>	Junior Account	\$ <u>90</u>
Audit Manager	\$ <u>130</u>	Clerical	\$ <u>60</u>
Senior Accountant	\$ <u>110</u>		

The proposal should contain a maximum fee to be charged for the audit, including out-of-pocket expenses. The proposal should include a maximum

RIVERSIDE UNIFIED SCHOOL DISTRICT
 REQUEST FOR PROPOSAL 2011/12-63
 AUDITING SERVICES

fee for one-year, two-year and three-year engagements; as well as the two (2) optional renewable periods of up to six (6) additional years as illustrated below:

BASIC AUDIT	FISCAL YEAR	AMOUNT
ONE-YEAR ENGAGEMENT	2011/12	\$ 55,000
TWO-YEAR ENGAGEMENT	2012/13	\$ 56,000
THREE-YEAR ENGAGEMENT	2013/14	\$ 57,350
TOTAL FOR THREE – YEAR ENGAGEMENT	N/A	\$ 168,350

BASIC AUDIT	FISCAL YEAR	AMOUNT
OPTION RENEWAL PERIOD YEAR ONE ENGAGEMENT	2014/15	\$ 58,900
OPTION RENEWAL PERIOD YEAR TWO ENGAGEMENT	2015/16	\$ 60,500
OPTION RENEWAL PERIOD YEAR THREE ENGAGEMENT	2016/17	\$ 62,250
TOTAL FOR FIRST THREE-YEAR OPTION RENEWAL PERIOD	N/A	\$ 181,650

BASIC AUDIT	FISCAL YEAR	AMOUNT
OPTION RENEWAL PERIOD YEAR FOURTH ENGAGEMENT	2017/18	\$ 64,000
OPTION RENEWAL PERIOD YEAR FIFTH ENGAGEMENT	2018/19	\$ 65,900
OPTION RENEWAL PERIOD YEAR SIXTH ENGAGEMENT	2019/20	\$ 67,900
TOTAL FOR SECOND THREE-YEAR OPTION RENEWAL PERIOD	N/A	\$ 197,800

RIVERSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL 2011/12-63
AUDITING SERVICES

AWARD AND LENGTH OF AUDIT CONTRACT

If the contract is awarded, it will be to the responsible Proposer whose proposal is deemed to be the best proposal and whose proposal meets the need of the DISTRICT. The Board of Trustees shall not be bound to accept the lowest-quote maximum fee. The Board will award an initial three-year term, beginning with the audit period of the 2011-12 fiscal year, with two (2) additional options to renew in three (3) year increments, for a total of nine (9) years.

Signature below indicates acceptance/compliance with all General Requirements and other terms outlined in this Request for Proposal. Exceptions (if any) _____

The representations made herein are made under penalty of perjury.

ATTEST ON THIS THE 4th DAY OF January 2012,
STATE OF CALIFORNIA



Signature of Authorized Bidder

President

Title of Bidder

(951) 698-8783
Area Code – Telephone Number

(951) 699-1064
Area Code – Fax Number

Jeff Nigro

Name of Proposer

25220 Hancock Ave., #400

Address

Murrieta, CA 92562
City State Zip

RIVERSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL 2011/12-63
AUDITING SERVICES

VII. STATEMENT OF QUALIFICATIONS

- A. Name of Proposer: Nigro & Nigro, PC
25220 Hancock Ave. Ste 400
- B. Address: Murrieta, CA 92562
- C. Telephone Number: (951) 698-8783
- D. Fax Number: (951) 699-1064
- E. E-Mail: jnigro@nncpas.com

- F. Indicate whether the Proposer is local, regional, national, or international.

Please refer to page 3 of the proposal.

- G. Indicate the location of the office from which the work will be performed (this includes the office location for the managing partner and any other assigned staff). For Proposers with more than one office, indicate the number of professional staff at the office from which the work will be performed.

Please refer to page 3 of the proposal.

- H. Describe the size and structure of the Proposer, including the number of partners and audit staff.

Please refer to page 3 of the proposal.

RIVERSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL 2011/12-63
AUDITING SERVICES

- I. List of information on the experience of the Proposer in auditing in school DISTRICT the Proposer has performed or is under contract to perform (indicate those audits performed by the local office and fiscal year(s) audited) with twenty-five thousand (25,000) or more ADA in the last five (5) years. The three references list shall include: the name and address of each client; the name, title, and telephone number of each client's audit liaison; and the date the work was performed. During the evaluation and selection process, DISTRICT staff may contact each of the reference clients.

Please refer to page 17 of the proposal.

- J. List of other governmental agency audits performed by the Proposer or now under contract to perform (indicate those audits performed by the local office and fiscal year(s) audited). The three references list shall include: the name and address of each client; the name, title, and telephone number of each client's audit liaison; and the date the work was performed. During the evaluation and selection process, DISTRICT staff may contact each of the reference clients.

Please refer to page 17 of the proposal.

RIVERSIDE UNIFIED SCHOOL DISTRICT
 REQUEST FOR PROPOSAL 2011/12-63
 AUDITING SERVICES

- K. A list of all staff that will be assigned to the audit. All partners, managers, and supervisors assigned to the audit must have a minimum of five years experiences performing audits of school DISTRICTs with twenty-five thousand (25,000) or more ADA. Name of the Partner who will have primary responsibility for the audit.

<u>Name</u>	<u>Classification</u>	<u>CPA License</u>
<u>Jeff Nigro</u>	<u>Lead Partner</u>	<u>64822</u>
<u>CJ Gaunder</u>	<u>Review Partner</u>	<u>108860</u>
<u>Kevin Brejnak</u>	<u>Audit Manager</u>	<u>102309</u>
<u>Edna Flores</u>	<u>Audit Supervisor</u>	<u>108599</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Name of the Partner who will have primary responsibility for the audit

Jeff Nigro

- L. A list of all staff below the supervisory level must have a minimum of one year experience performing school DISTRICT audits of fifteen thousand (15,000) or more ADA.

<u>Name</u>	<u>Classification</u>	<u>CPA License</u>
<u>Peter Glenn</u>	<u>Senior Accountant</u>	<u>109796</u>
<u>Samantha Pelerine</u>	<u>Senior Accountant</u>	<u>N/A</u>
<u>Angela Foster</u>	<u>Staff Accountant</u>	<u>N/A</u>
<u>Matthew Meumann</u>	<u>Staff Accountant</u>	<u>N/A</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

RIVERSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL 2011/12-63
AUDITING SERVICES

M. Resumes of the staff members assigned to the engagements. The resumes must include:

1. The position of the staff member in the Proposer.
2. The years of experience, specifically in school DISTRICTs audits and consulting.
3. Education, including a description of the last two years of continuing professional education, specifically related to courses in California school business.

N. Certify that the Proposer will assign a California-licensed certified public accountant as the auditor in charge for the DISTRICT audit. Certify that the Proposer meets the professional independence standards.

K. Disclosure of any audit reports rejected by the Office of the State Controller in the last five years. Information must also be provided for the last five years as to any disciplinary action initiated by a body of jurisdiction over the Proposer's work.

O. A copy of the most recent peer review's independent report.

P. A detailed description of the Proposer's approach to documenting the internal control structure.

Please refer to page 11 of the proposal.

Q. A statement of the Proposer's understanding of the work to be performed and proposed calendar of functions.

Please refer to page 11 of the proposal.

NOTE: Cells in BLUE are DATA ENTRY CELLS. ALL OTHER CELLS CALCULATE AUTOMATICALLY

Proposal Review Decision Matrix

Criterion	EMPHASIS	
	Weight	Rating Scale
Approach/Plan	20%	0 Fails to Fit
Key Personnel	10%	1 Poor Fit
Experience/Depth	20%	2 Fair Fit
Timeframe	20%	3 Good Fit
Cost	30%	4 Very Good Fit
Total	100%	5 Excellent Fit

Sample Criteria - Choose 5 or 6 that largely impact the project outcome	
Approach/Plan	Flexibility
Key Personnel	Collaborative Relationship
Experience/Depth	Comprehensive Solution
Deliverables	Project Coordination
Time Frame	Technical Approach
Cost	Past Performance
Proximity/On-Site	Balance of Qualitative & Quantitative
	Travel Costs

Jeanette L. Garcia

Evaluation

Reviewer Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Reviewer 10	Reviewer 11
Criterion	Rating	Rating									
Approach/Plan	2	2	2	4	3						
Key Personnel	0	2	2	3	1						
Experience/Depth	1	2	3	3	2						
Timeframe	0	0	0	1	0						
Cost	3	2	4	4	4						
0											
Total	6	8	11	15	10	0	0	0	0	0	0

Christy White

Evaluation

Reviewer Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Reviewer 10	Reviewer 11
Criterion	Rating	Rating									
Approach/Plan	2	2	3	4	3						
Key Personnel	2	3	2	2	3						
Experience/Depth	3	2	2	5	4						
Timeframe	2	1	2	0	2						
Cost	2	2	3	3	2						
0											
Total	11	10	12	14	14	0	0	0	0	0	0

NOTE: Cells in BLUE are DATA ENTRY CELLS. ALL OTHER CELLS CALCULATE AUTOMATICALLY

Proposal Review Decision Matrix

Criterion	EMPHASIS	
	Weight	Rating Scale
Approach/Plan	20%	0 Fails to Fit
Key Personnel	10%	1 Poor Fit
Experience/Depth	20%	2 Fair Fit
Timeframe	20%	3 Good Fit
Cost	30%	4 Very Good Fit
Total	100%	5 Excellent Fit

Sample Criteria - Choose 5 or 6 that largely impact the project outcome	
Approach/Plan	Flexibility
Key Personnel	Quality Control
Experience/Depth	Logical Process
Deliverables	Creativity
Time Frame	Past Performance
Cost	Comfort/Trust
Proximity/On-Site	Travel Costs
	Collaborative Relationship
	Comprehensive Solution
	Project Coordination
	Technical Approach
	Balance of Qualitative & Quantitative

Nigro & Nigro

Evaluation

Reviewer Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Reviewer 10	Reviewer 11
Criterion	Rating	Rating									
Approach/Plan	4	5	4	5	5						
Key Personnel	2	4	4	5	4						
Experience/Depth	3	2	4	4	5						
Timeframe	3	3	5	5	5						
Cost	4	3	2	4	5						
0											
Total	16	17	19	23	24	0	0	0	0	0	0

VTD

Evaluation

Reviewer Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Reviewer 10	Reviewer 11
Criterion	Rating	Rating									
Approach/Plan	3	2	4	4	4						
Key Personnel	2	0	0	3	3						
Experience/Depth	3	3	4	4	5						
Timeframe	3	2	0	2	0						
Cost	2	3	4	1	0						
0											
Total	13	10	12	14	12	0	0	0	0	0	0

NOTE: Cells in BLUE are DATA ENTRY CELLS. ALL OTHER CELLS CALCULATE AUTOMATICALLY

Proposal Review Decision Matrix

Criterion	EMPHASIS	
	Weight	Rating Scale
Approach/Plan	20%	0 Fails to Fit
Key Personnel	10%	1 Poor Fit
Experience/Depth	20%	2 Fair Fit
Timeframe	20%	3 Good Fit
Cost	30%	4 Very Good Fit
Total	100%	5 Excellent Fit

Sample Criteria - Choose 5 or 6 that largely impact the project outcome	
Approach/Plan	Flexibility
Key Personnel	Collaborative Relationship
Experience/Depth	Quality Control
Deliverables	Comprehensive Solution
Time Frame	Project Coordination
Cost	Technical Approach
	Past Performance
	Balance of Qualitative & Quantitative
	Travel Costs
	Proximity/On-Site

VLS

Evaluation

Criterion	Reviewer 1 Rating	Reviewer 2 Rating	Reviewer 3 Rating	Reviewer 4 Rating	Reviewer 5 Rating	Reviewer 6 Rating	Reviewer 7 Rating	Reviewer 8 Rating	Reviewer 9 Rating	Reviewer 10 Rating	Reviewer 11 Rating
Approach/Plan	2	4	3	5	3						
Key Personnel	2	3	5	4	3						
Experience/Depth	3	4	5	5	5						
Timeframe	0	2	2	1	1						
Cost	2	2	4	1	2						
0											
Total	9	15	19	16	14	0	0	0	0	0	0

Add Additional Firms/Proposals Here and be sure to add to Combined Evals Matrix

Board Meeting Agenda
February 21, 2012

Topic: High School Graduation Requirements

Presented by: Mrs. Tamara Kerr, Assistant Principal

Responsible Cabinet Member: Dr. William E. Ermert, Assistant Superintendent, Instructional Services

Type of Item: Action

Short Description: In order to better prepare students for college and career readiness, the High School and Middle School Task Forces have focused and collaborated with appropriate groups on how to increase student achievement for students who receive a Riverside Unified School District high school diploma.

DESCRIPTION OF AGENDA ITEM:

The High School and Middle School Task Forces request that the Board of Education take action on the proposed changes to the high school graduation requirements. These changes include three courses in two subject areas from the following: Visual and Performing Arts, Foreign Language, or Career Technical Education. The current requirement is one year of Visual and Performing Arts or Foreign Language. This would be effective for incoming 9th grade students in the fall of 2012.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the proposed changes to the high school graduation requirements.

ADDITIONAL MATERIAL: Proposed Changes to Graduation Requirements

Attached: Yes

Proposed Changes to Graduation Requirements

- ▶ Implement AB 1330 to add Career Technical Education as a course option to fulfill the CA Education Code requirement for 1 year Foreign Language or Visual and Performing Arts
- ▶ Change the current RUSD Foreign Language/Visual and Performing Arts requirement
 - Students complete 30 credits in 2 subject areas
 - Visual and Performing Arts
 - Foreign Language
 - Career Technical Education

6 Options for Students					
FL	FL	CTE	CTE	VAPA	VAPA
FL	FL	CTE	CTE	VAPA	VAPA
VAPA	CTE	VAPA	FL	CTE	FL

- Allow alternatives to satisfy the Foreign Language option (no credits given)
 - SAT II Subject Examination – passing score
 - AP Language and Cultures Exams – passing score
 - College Coursework - transferable, C or better
 - Formal Schooling in a Language Other Than English - 2 years above grade 5, C or better
- ▶ Adjust elective credits from 70 to 50, keeping overall credits to 220
- ▶ Effective for incoming 9th grade 2012-2013 (Class of 2016)

**Board Meeting Agenda
February 21, 2012**

Topic: Adoption of Elementary and Middle Schools Educational Specifications

Presented by: Janet Dixon, Director, Planning and Development

Responsible

Cabinet Member: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Type of Item: Action

Short Description: The Educational Specifications and Requirements for Middle and Elementary Schools have been revised and are presented to the Board of Education for approval.

DESCRIPTION OF AGENDA ITEM:

The Planning and Development Department maintains Educational Specifications and Requirements for all school levels. These specifications and requirements are reviewed and updated periodically and provided to architects as a guideline for designing new schools and facilities. As a new state requirement in order to apply for approval for the new classroom wings at Frank Augustus Miller Middle and Liberty Elementary Schools, RUSD needs to submit Board-approved Educational Specifications and Requirements for the designs of middle and elementary schools to the Department of Education along with the architectural plans. Staff has requested input from representatives throughout the district. Their input has been received and incorporated into the document.

The Operations/Board Subcommittee reviewed the draft documents and made additional adjustments that have been added to the document.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt the revised RUSD Educational Specifications and Requirements for Elementary and Middle Schools.

ADDITIONAL MATERIAL: Educational Specifications and Requirements for Elementary and Middle Schools

Attached: Yes

Riverside Unified School District

Educational Specifications and Requirements

Elementary Schools

2012

The educational specifications document is meant to serve as the guidelines for architects in the design of elementary schools for the district. The elements in this document should be considered as minimal essential standards. As funding permits, enhancement to these specifications should be considered carefully and with discretion.

A. STATEMENT OF POLICY #7000

Since school construction is costly, and buildings become a permanent part of the community to be used by large numbers of people, great care must be taken to make certain that the facilities will fully support the intended educational and community programs; that they may be altered conveniently and inexpensively to meet future educational and community needs; that they provide a healthful and safe environment, and that the styling of the facilities will permit them to fit harmoniously and attractively into the community.

Furthermore, since buildings and grounds make a statement about the importance of education, the architecture and grounds should be designed and maintained so as to enhance the respect and esteem for education held by the community and to instill that respect in the students.

B. ORGANIZATION OF SCHOOL PLANT AND SITE

- I. The high rate of growth in the district and fiscal constraints require that new school facilities accommodate more children. Most new district schools will initially serve approximately 850 students at any given time throughout the year. The core facilities and building infrastructure should be designed, if possible, within budget, to accommodate the buildout total enrollment. Future relocatable classrooms shall be provided for in order to provide flexibility and adaptation to changing programs and community needs. Modification to the planned enrollments may be made by the District where dictated by the student population to be served.

- II. State school facility funding guidelines will be used as one additional measure of sound planning and efficiency rather than as an absolute. Planned and proven program needs shall be the main determinant of construction and facility spaces.
- III. New school construction will provide for maximum functional flexibility. Insofar as practicable, all new school housing will provide for adaptation to changes in program, teaching, methods, population, and student and community needs. Such adaptation shall include, but not be limited to, (1) large and small instruction spaces, (2) the ability to facilitate collaborative learning, (3) community activities, (4) teaching technology changes, (5) building protection and access control, (6) semi-permanent and portable capability, (7) auxiliary services, (8) adequate lighting, and (9) energy management systems.
- IV. Auxiliary services include libraries, health and first aid, food services, aide and volunteer workspace, counseling, psychological services, speech therapy, occupational therapy, child care, special education, pre-school and recreational and community center facilities for students and the community.
- V. Single story structures are preferred over multi-story construction. Two-story construction may be preferred however as a space-saving measure on school sites which are smaller than the California Department of Education (CDE) recommended site size. Permanent construction (as opposed to site-built modular or relocatable) is preferred.
- VI. Building areas used by the community will be accessible from streets and parking areas. Access shall be provided to the following: Administration, multi-purpose, library, pre-school, childcare and play yard. Security fencing for the building area is needed, with the ability to isolate public areas from the rest of school.
- VII. Security of students and staff is of utmost importance. Policy #7202 states:
 - A. “The district shall construct, maintain and operate all facilities with attention to the safety and security of students. This includes conformity to fire and earthquake safety guidelines and controls as they pertain to construction, alarm systems, traffic control, general maintenance, and lighting as necessary and appropriate to each site. All facilities in the Riverside Unified School District shall be constructed, maintained and operated in accordance with the law.”
 - B. School facilities should be designed with concern for reducing the opportunity for vandalism. The design should avoid building

configurations that restrict inspection of all campus areas, avoid easy access to roof by climbing support or other structures, and avoid installation of easily damaged controls and equipment on outside walls. The use of security screens and grills will be utilized as appropriate.

VIII. Energy conservation and life cycle cost of the building is of growing importance. Policy #7232 states:

A. "Schools must be constructed with energy conservation in mind. Increasing energy costs, diminishing supplies of energy sources, and projections that future energy costs will exceed the initial cost of a building during its useful life make this concern imperative."

B. Building design should consider and incorporate where possible the following energy conservation strategies:

1. Directional orientation of building and HVAC equipment in order to take advantage of sun angle or prevailing cooling winds.
2. Building shape that is self-shading and with a minimal solar heat gain wall exposure for reduction of air conditioning loads.
3. Landscaping that is planned in order to shade the building in summer, allow sunshine to strike the building in winter and require as little irrigation as possible.
4. The color of roofs and outside walls selected with concern for reflecting the intense heat of the local climate.
5. Buildings should be well insulated in order to conserve energy by reducing heat gain or loss through the building exterior envelope.
6. When possible, double-glazed, window tinting, and vandal resistant windows should be utilized in order to resist breakage and thermal transmission.
7. Each new school facility design should be evaluated regarding the cost-effectiveness of usage of alternative and renewable energy resources.
8. A balance between the use of natural and artificial light should be utilized since natural light saves electrical costs by avoiding heat buildup from artificial lights and associated cooling costs.
9. The ideal school design should be lighted, heated, ventilated, and cooled as much as possible by natural means.

10. Incorporate energy management controls.
 11. Incorporate Federal, State and Local incentive programs as applicable.
- IX. Covered eating areas and the play yard shall be located in areas that will minimize the noise impact on instructional areas but yet be within easy walking distance from the classrooms, and food service kitchens. The eating area shall be sized to accommodate 1/3 of the student capacity.
- X. Parking and Bus Loops.
- A. Traffic patterns will be considered in locating driveways, parking areas, ramps and approaches.
 - B. Adequate parking for 1 space per classroom, 15 spaces for administrative functions and 10 visitor parking spaces, including three spaces designated for delivery and maintenance vehicles.
 - C. Adequate parking for disabled persons per code requirements.
 - D. Designated loading and unloading area for parent traffic. Parent drop off area is adjacent to school entrance and separate from bus area and staff parking.
 - E. Vehicle traffic does not interfere with foot traffic patterns. Foot traffic shall not cross through entrance driveways to enter school, wherever possible.
 - F. Parking stalls are not located so vehicles must back into bus or loading areas used by parents.
 - G. Bus loading is located in an off-street loop. There is adequate space for a minimum of three full size busses.
 - H. Ample sidewalks lead up to the bus zone, and run the full length of the bus zone to allow adequate space for students to line up.
 - I. Maintenance vehicle access to the entire site is desirable.
- XI. Equipment and furniture selected for use in all facilities shall be selected on the basis of function, useful life, safety, economy, and pleasing appearance. Use of existing equipment and furniture shall be prolonged to the maximum period through proper maintenance and adaptation when appropriate.

XII. Security

- A. In addition to fire and bell scheduling systems, there shall be an intercom system that will allow two-way voice communication via the telephone handset with all appropriate areas of the school. All classrooms will include a hard-wired connection to a public-switched telephone network.
- B. Master panels and control pads are centrally located and easily accessible.
- C. Control panels feature lighted schematics that show the status of all sub-systems and zones.
- D. System permits coded or user card access and provides a printed record of openings and closings.
- E. Adequate security in all possible entries, e.g. windows and doors, with motion detectors where required.
- F. Consideration will be given for future addition of video surveillance capabilities.

XIII. Fencing will be intended to improve the security of the school and occupants and protect school property. It will not detract from the architectural and aesthetic appearance of the school site.

XIV. The school should have a clearly defined entrance to the administration building.

C. **FACILITY GUIDELINES**

I. Administrative Area

- A. Function: The administrative area is the space designated to house personnel whose primary focus is educational leadership and the coordination of school personnel in ensuring that children keep receiving the best possible education.
- B. Location: The administrative area will be located at the main entrance to the school. Access to the public entrance of the administrative area must be obvious to the first-time visitor. Close proximity to the multi-purpose room is desirable. The office team has easy visual access to parent/visitor area and main entrance.

C. Design Criteria:

1. Principal's Office

- a. Function: Both a work area to administer operations of the campus and conference area to meet with parents, staff, and students.
- b. Location: Access to clerical/reception area and to main campus area. Near public entrance to school, and to assistant principal's office.
- c. Design Criteria:
 - 1) Minimum of 245 square feet configured to allow adequate space for a desk and small conference table.
 - 2) Window allowing line of site for supervision of the campus.
 - 3) Carpet flooring/acoustically separate from other areas.
 - 4) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.
 - 5) Accommodation for storage, furniture.
 - 6) File cabinet space.
 - 7) Provide a second door which opens directly to the exterior.
 - 8) Provide a 4' x 8' tackboard.

2. Assistant Principal's Office

- a. Function: Both a work area and conference area to meet with parents, staff, and students.
- b. Location: Access to clerical/reception area and to main campus area. Easily accessible by students.
- c. Design Criteria:
 - 1) Minimum of 245 square feet configured to allow adequate space for a desk and a small conference table.
 - 2) Window allowing line of site for supervision of students.
 - 3) Carpet flooring/acoustically separate from other areas.
 - 4) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.
 - 5) Accommodation for storage furniture.
 - 6) File cabinet space.
 - 7) An exterior door is preferred but not required.
 - 8) Provide a 4' x 8' tackboard.

3. Conference Room

- a. Function: To provide space and facilities for Administrative Staff to hold group meetings and meet with parents/students.
- b. Location: Convenient to Principal's Office, adjacent to main office area with direct public access
- c. Design Criteria:
 - 1) 225 s.f. that can be split into two (2) rooms of 125 s.f. and 100 s.f.
 - 2) Seating available for up to 15 people.
 - 3) Access from the outside classroom area as well as access to clerical/reception area is preferred.
 - 4) Provide an administrative computer drop on each wall, centered.
 - 5) Tackwall on all walls.
 - 6) 4' x 8' whiteboard.
 - 7) Power and data in ceiling for projector with a TV/VCR drop.
 - 8) Space to accommodate a smartboard.

4. Special Use Room (Desirable if budget permits)

- a. Function: To provide additional office space for additional student services or parent volunteers.
- b. Location: Access from outside classroom area as well as access to clerical/reception area.
- c. Design Criteria:
 - 1) Approximately same size as Assistant Principal's Office.
 - 2) Access from the outside classroom area as well as access to clerical/reception area.
 - 3) Capable of sub-division into two work areas with separate entrances.
 - 4) Provide an administrative computer drop on each wall, centered.
 - 5) Separate environmental controls to be provided.

5. Health Services Area

- a. Function: To provide an area for administering student/faculty health program and house student health records.

- b. Location: Located for easy access to students, and near front entrance for emergency vehicle access and parent pick-up. Able to be visually supervised from clerical area.
- c. Design Criteria:
 - 1) Area for 2 cots with curtains and for two students chairs.
 - 2) Separate handicap accessible restroom facility.
 - 3) Storage cabinets, some with locks for storage of medications, coat closet.
 - 4) Sink with bubbler.
 - 5) Provision for small refrigerator/freezer.
 - 6) Counter top or desk workspace with computer station.
 - 7) File cabinet space for storage of medical records.
 - 8) Sheet vinyl flooring.
 - 9) High capture rate air filtration system desirable.
 - 10) Exterior door large enough to accommodate a gurney.
 - 11) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.

6. Clerical Area

- a. Function: To provide space and facilities for secretarial and clerical activities and reception of visitors to the administration area.
- b. Location: In the main office area adjacent to the lobby. Provide separate access for students from school facility away from public access point. Provide window to front parking.
- c. Design Criteria:
 - 1) Flexible and open as possible.
 - 2) Principal Secretary adjacent to Principal with administrative drop, larger than standard workstation.
 - 3) Attendance clerk workstation with administrative drop adjacent to student traffic, with built-in counter space.
 - 4) A reception counter wide enough for two (2) workstations with an administrative drop per station.
 - 5) Visual access and communication to health area.
 - 6) Direct access to office supply room and mail boxes/copier etc.
 - 7) Provide separate public and student waiting areas.
 - 8) Provide cumulative file storage area for six (6) 4-drawer lateral files.

7. Public Reception Area

- a. Function: Entry into the administrative area during school hours.
- b. Location: Connected to clerical area with open counter with suitable height for both parents and students. Door accessible from parking lot.
- c. Design Criteria: Seating for 6-8 persons with small table for parents to fill out forms, etc.
- d. Provide space for two (2) computer stations with an administrative drop, for community/parent use to facilitate connection to school and student.

8. Office Supply Room/Work Room

- a. Function: To provide space for storage of administrative record materials and supplies.
- b. Location: Adjacent to clerical work area.
- c. Design Criteria:
 - 1) Shelving for supplies.
 - 2) Space and electrical outlet for copiers and an administrative drop.
 - 3) Visually isolate from public view.
 - 4) Secured storage cabinet/enclosure for school keys.
 - 5) Location for small school safe.
 - 6) Provide space for fireproof cabinets for student records.
 - 7) Provide power and administrative drops at 4' on center.
 - 8) Sheet vinyl or VCT flooring.
 - 9) Size HVAC return to accommodate copiers.

9. Teacher's Work Room

- a. Function: To provide an area for school staff work and individual faculty members to utilize shared resources.
- b. Location: Easy access to instructional areas of campus. Adjacent to main administrative area and staff toilets. Adjacent to teacher's break room.

c. Design Criteria:

- 1) Counter with shelves above and cabinets below.
- 2) Cabinets to allow for storage of maps, various types of paper and other instructional supplies.
- 3) Counter space wide enough to hold paper cutter.
- 4) Area provided to hold large rolls of paper on stands.
- 5) Wall space & electrical outlets for high volume copy and reprographic machines.
- 6) Sufficient return system given size of copy machines.
- 7) Sheet vinyl or VCT flooring.
- 8) Visually isolated from public view.
- 9) Provide power and administrative drops at 4' on center.
- 10) Maximize tackable wall surface.

10. Teacher's Break Room

a. Function: To provide an area for the school staff to take breaks, dine and meet.

b. Location: Easy access to instructional area of campus, teacher workroom and staff restrooms.

c. Design Criteria:

- 1) Large enough for future growth.
- 2) Should have stove, refrigerator with ice maker, microwave, and sink with hot water and garbage disposal.
- 3) Shelving for storage of teacher's personal items (lunches, etc.)
- 4) Entry is restricted away from student/parent path.
- 5) VCT at walk-off and wet areas, carpet or inlaid carpet area elsewhere.
- 6) Provide power and administrative drops at 4' on center.
- 7) Provide space for two (2) vending machines.
- 8) Provide sufficient mailboxes for all teachers, staff and auxiliary personnel. Mailboxes shall be 9" wide x 12" deep x 4" high.
- 9) Maximize tackable surfaces.
- 10) Visually isolated from public view.

11. Staff Restrooms

a. Function: To provide facilities for male and female staff toilets.

b. Location: Easy access to instructional areas of campus. Adjacent to faculty/staff workroom, lounge.

- c. Design Criteria:
 - 1) Handicap accessible.
 - 2) Sheet vinyl flooring.

II. Library

- A. Function: The library should provide the space for the materials, equipment and services needed to achieve the mission, goals and objectives of the district's curricular program and instructional methodology. Because of rapidly changing technologies for instruction, maximum flexibility should be incorporated in the design.
- B. Location: The library should be centrally located, easily accessible from the classroom area, the administrative area, the public, and the parking area. If the library is determined to be a good candidate for joint use, the location should help facilitate that usage.
- C. Design Criteria: Main area of library.
 - 1. An open space for seated storytelling in front of the "easy" book section. Seating can be on carpet or on purchased stackable bench chairs. (Furniture and equipment.)
 - 2. Shelving for 10,000 volumes divided into easy, fiction, non-fiction, and reference areas. All walls will be suitable for shelving.
 - a. Bookshelves have a maximum height of 5'6" at walls and 3'-6" in the middle areas, are 12" deep, and have adjustable shelves.
 - b. Double sided shelves must have a center guard so books cannot be pushed through to other side.
 - c. Picture-Easy book shelving is four shelves high, 14" high by 12" deep and sectioned with vertical dividers.
 - d. Reference shelving should be 2 shelves high and 12" deep.
 - e. All shelving will be at least 1" thick and no longer than 28" without support so as not to warp under the weight of the books.
 - 3. The reference area should have space to accommodate both an atlas and an unabridged dictionary stand. Provide seating for 30 students with power and an administrative drop at 1 per 2 stations.

4. Floor space for tables and chairs to accommodate 70 students. 30 of these seats will be in the reference area. The space should be configured to be used as a meeting space for 50-70 persons.
5. The circulation desk will hold the circulation computer station and printer with administrative drop. A portion of the checkout counter will be ADA accessible. It can also be built to hold two computer catalog stations for student use. If not, two stand-up height tables need to be in close proximity to the desk. The desk also needs drawers, open shelving, 2-drawer file drawers, working surfaces and a built-in book drop with a rolling box and a compression base. It should generally be at adult-height with one portion at 28" to facilitate the youngest student's checkout. Provide two (2) staff stations with an administrative drop per station.
6. The circulation desk shall be near the library entrance and in front of the workroom/storage areas. It offers direct visual supervision of all areas.
7. There should be room near or behind the circulation desk for rolling book carts. Some standard shelving should be on wall behind the desk.
8. Computer (reference) workstations will be part of the reference area. They should accommodate at least 6 computers, 2 printers, and 1 scanner with 6 administrative drops.
9. Technology infrastructure should include power and administrative drops at 4 feet on center on all empty walls.
10. A mounted projection screen and/or TV monitor for computer presentation system will need additional wiring and Internet access.

D. Design Criteria – Support areas/rooms:

1. Library workroom is located behind the circulation desk area. It needs counter space and a sink with hot/cold water. Cabinets are standard overhead and base casework including drawers with the following additions:
 - a. Two built-in 2 drawer file cabinets and one full height cabinet with flat drawers for poster storage.
 - b. One built-in desk with drawers. Large enough surface area to hold one computer station (including printer and scanner).

- c. Counter space must be able to hold a fax machine/copier, typewriter and a shelf list cabinet (17”wx33”1x15” high).
 - d. Floor space must allow for 2 adult-size chairs and a rectangular worktable.
 - e. Power and administrative drops at 6 feet on center on all walls.
 - f. The workroom must have visual access to the main library area but the entry should be away from student paths. VCT flooring is preferred.
 - g. Space for four (4) rolling carts.
2. Teacher (professional) materials/textbook storage will have full height open shelving on all walls. Provide shelving to accommodate 500 books.
 3. Textbook Storage: Adjacent to the workroom.
 - a. Provide shelving to accommodate 4,000 books and one (1) set of class novels.
 - b. VCT flooring is preferred.
 4. AV equipment will be stored in the classrooms. Provide space in the workroom for staging of AV equipment that needs repair.

III Kindergarten Unit

- A. Function: The kindergarten is a specialized, self-contained unit where children participate in active and varied learning experiences conducive to educational and physical growth. Space and furnishings should provide flexibility for the variety of both indoor and outdoor activities essential to a good kindergarten program.
- B. Location: The kindergarten rooms must have easy access to the street and or parking area to facilitate the picking up of pupils by parents. If possible located near the Administration Area. This unit will contain shared workroom facilities.
- C. Design Criteria: Workroom/Storage
 - a. Located to accommodate sharing with classrooms.
 - b. Visual supervision of classrooms.
 - c. Counter space and cabinets below will be provided in the workroom.
 - d. Storage area will have sufficient shelving on opposite walls.

D. Design Criteria: Toilet Facility

- a. Located adjacent to classrooms to share.
- b. Appropriately sized unisex toilet rooms.
- c. Access to restrooms from classrooms via a corridor.

E. Design Criteria: Classrooms

- a. Each kindergarten unit requires sufficient kindergarten classrooms, each approximately 960 square feet, to accommodate full day Kindergarten program. One third of the area shall be vinyl and the remainder carpeted.
- b. The rooms shall connect together.
- c. Classrooms shall have 24" deep counter space with sink/fountain and cabinets below counter.
- d. Provide two (2) 4 x 8 marker boards.
- e. Two 7' high x 5'6" cabinets on opposite sides of the marker boards.
- f. Wet areas will have vinyl flooring.
- g. Cubbies will be provided for lunches and backpacks
- h. Maximize tackable wall surfaces.
- i. Classrooms will include a hard-wired connection to a public-switched telephone network.
- j. Classrooms shall have the same computer station configuration as the standard classrooms.

IV. Kindergarten Play Yard

- A. Function: The kindergarten play yard provides space for the variety of outdoor activities essential to a good kindergarten program. Adequate planning must include provision for climbing equipment, tricycle path, and open space for rhythms and games. Some portions will be sand based, turf, and concrete.
- B. Location: The play yard must be connected to the kindergarten rooms on the same side as the windows and one exterior door.
- C. Design Criteria:
 1. The ratio of the play yard area to classroom area should be approximately 3:1.
 2. Equipment play area will have a sand base and be approximately
 3. Drinking fountains mounted to wall will be available. No outside sinks will be provided.
 4. A grass area with shade trees will be provided.

5. Swings with a maximum 5' tall with sand fall zone surface with a minimum of 12" depth.
6. Slides with maximum 4' tall platform with sand fall zone surface with a minimum 12" depth.
7. Hard surfaced with striping including a tricycle path.
8. Appropriately sized basketball hoops.
9. Shade awning or porch.
10. Benches.
11. Direct access to classrooms.
12. Storage room for play equipment with access to exterior and interior.

V. Standard Classrooms

- A. Function: To provide a variety of learning experiences for students in both large and small group settings. The classroom is the core of learning and as such it is essential that this unit of the facility be of prime importance. It must be flexible enough to contain the varied activities of the current educational program and have potential to accommodate future changes in instructional activities. The design must reflect the way in which children will need to work and learn in the room. Adaptability of the room to various grade levels is contingent upon the choice and location of furnishings.
- B. Location: The placement of permanent classrooms on a site will reflect the instructional grouping patterns, student supervision, solar orientation, student traffic and other climatic and environmental factors.
- C. Design Criteria:
 1. The square footage of each classroom will be approximately 960.
 2. Sink cabinet with bubbler in all classrooms or common area.
 3. Provide vinyl floor only in the sink area and at door, carpet elsewhere.
 4. Windows to outside areas are to be above eye level when students are seated.
 5. One wall shall have 16 feet of white board.
 6. Storage shall be accommodated for in either a separate storage room or casework with direct access to classroom.
 7. Adjustable student backpack cubbies will also be provided.
 8. Tackable wall surfaces shall be maximized.
 9. TV/VCR shall be ceiling mount.
 10. Each classroom will house its own computers. A total of eight (8) computer stations with classroom drops shall provide: two (2) for the teacher locations on opposite walls, five (5) student computer stations and one (1) at the TV/VCR. These stations will be located

away from outside windows, and oriented to avoid glare on the computer screen.

11. Classrooms will include a hard-wired connection to a public-switched telephone network.
12. Provide natural lighting as much as possible to enhance student achievement.
13. Provide power in front wall for overhead projector.
14. Provide power and future video projector and wireless connection.

VI. Relocatable Classrooms:

Although permanent construction is in keeping with specifications stated earlier, including integration of the design of schools into the community, making a statement about the importance of education, and lowering life cycle costs, it is recognized that as a school reaches full capacity, it may be necessary to add portable classrooms to the site. The following educational specifications refer to those later additions:

- A. Function: Relocatable units offer the same essential features that are found in the classroom but are capable of being moved from school to school. School sites should be planned in order to accommodate future relocatables to accommodate enrollment increases or changes in student density. The supporting infrastructure for relocatables should be a part of the design project. Initial building design and construction will make provision for future utility connections (stub outs) for relocatable buildings. Exceptions to this guideline shall be by individual administrative decision.
- B. Location: Criteria for sitting portables should address solar orientation, drainage, and accessibility to other areas of campus such as the library, multipurpose room, administration, and sanitary facilities. These facilities shall be integrated into the overall design, of the school.
- C. Design Criteria: Equipped with the same criteria as the standard classroom.

VII. Special Education Facilities

A. Resource Specialist Rooms:

1. Function: Room for providing pullout resource program to students in a one on one or small group setting.
2. Location: One room per site, easily accessible from classrooms.

3. Design Criteria:
 - a. Room size a minimum of 600 square feet.
 - b. Same features as standard classroom.
 - c. Room will include a hard-wired connection to a public-switched telephone network.
 - d. Provide computer stations the same as standard classrooms.
- B. Special Education Classrooms, Non-Severely Handicapped (non SH):
1. Function: Deliver educational program to students in a special day class setting.
 2. Location: Two (2) non SH classrooms (exact number to be verified with Director of Special Ed).
 3. Design Criteria: Equipped same as standard classroom and customized as per instructions from the Director of Special Ed.
- C. Special Education Severely Handicapped (SH) Classrooms:
1. Function: Deliver educational program to severely and profoundly disabled students in a special day class setting, capable of the same functions as a standard elementary classroom.
 2. Location: Within guidelines of standard elementary classroom, two classrooms equipped for SH special education students, in the pathway of or near the bus drop off area, at predetermined school per instructions from the SELPA Director.
 3. Design Criteria:
 - a. Square footage and storage to same specs as standard elementary classrooms, excluding bathrooms.
 - b. Sink cabinet with bubbler in classrooms, with tempered and cold water.
 - c. Vinyl floor in the sink, designated eating/feeding/appliance area, and at the door, carpeting elsewhere.
 - d. Windows to outside area are to be above eye level when students are seated.
 - e. Each classroom will house its own computers with network access. A total of six computer stations with classroom drops will be included: one for the teacher, and five student computer stations. These stations will be located way from outside windows, and oriented to avoid glare on the computer screen.
 - f. Classroom will include a hard-wired connection to a public-switched telephone network.
 - g. Wiring for microwave or convention oven.

- h. Wall space and wiring for standard refrigerator.
- i. One wall adjacent to the learning wall shall have a magnetic 32 feet of white board.
- j. Storage shall be accommodated for in either a separate storage room or casework with direct access to classroom.
- k. Adjustable student backpack cubbies will also be provided.
- l. Tackable wall surfaces on one or two walls shall be maximized.
- m. TV/VCR shall be ceiling mount with a TV/VCR drop.
- n. Provide natural lighting as much as possible to enhance student achievement.
- o. Provide power in front wall for overhead projector.
- p. Provide power and future video projector and wireless connection.
- q. Unisex Bathroom facilities connecting classrooms, and accessible from both classrooms, without exiting the classroom, with the following design criteria:
 - 1) Student height sink cabinet in bathroom (not stall) with tempered and cold water.
 - 2) Minimum of 2 unisex rooms.
 - 3) One room must have a minimum of 3 feet clearance on either side of toilet, wheel chair accessibility with room to manipulate wheel chair and a lift with the assistance of two adults.
 - 4) Hookups and space for Washer and Dryer.
 - 5) Gas Water Heater.
 - 6) Space and wiring for hydraulic changing table.
 - 7) Shelves above hydraulic changing table, within reaching distance, yet high enough to allow room for table to be raised and lowered with child positioned comfortably on table.
 - 8) Curtain on track to provide privacy around hydraulic changing table, with room for two adults and wheel chair.
 - 9) Storage cabinets.
 - 10) Wall space to park 3 wheel chairs and/or potty chairs.

D. Occupational Therapy/Physical Therapy Room (On designated school sites)

- 1. Function: A central hub for the delivery of occupational therapy and physical therapy to special education students.
- 2. Location: Within guidelines of standard elementary classroom, one classroom, in the pathway of or near the bus drop off area and parking lot, at predetermined school per instructions from the SELPA Director.

3. Design Criteria:
 - a. Square footage and storage to same specs as Standard Elementary Classrooms.
 - b. Sink cabinet with bubbler in classroom, with tempered and cold water.
 - c. Vinyl floor only in the sink area and at the door.
 - d. Carpeting in the remaining area.
 - e. Windows to outside area are to be above eye level when students are seated.
 - f. Two computer workstation with administrative drops for teachers/therapists. This station will be located way from outside windows, and oriented to avoid glare on the computer screen.
 - g. Classroom will include a hard-wired connection to a public-switched telephone network.
 - h. Capability to hang swing from ceiling at predetermined location.

E. Speech Pathology Room:

1. Function: Office for speech pathologist with adequate space to work with students in a one on one and small group (4-8) setting. The room should have a sink equipped with a drinking bubbler.
2. Location: Near RSP room.
3. Design Criteria:
 - a. Room size a minimum of 200 square feet.
 - b. Separate exterior door with vision lite.
 - c. Standard electrical outlets.
 - d. Room will include a hard-wired connection to a public-switched telephone network.
 - e. Electrical and data for computer stations with administrative drop for testing
 - f. Exterior windows.

F. Psychologist Room:

1. Function: Office school psychologist and space for counseling students and families in a one on one or small group (4-8) setting.
2. Location: Near the RSP and Speech Pathologist areas.
3. Design Criteria:
 - a. Room size a minimum of 120 square feet.
 - b. Separate exterior door with vision lite.
 - c. In close proximity to RSP room.

- d. Room will include a hard-wired connection to a public-switched telephone network.
- e. Electrical and data for computer station with administrative drop for testing.
- f. Exterior windows.

VIII. Physical Education Facilities

- A. Function: A well planned and adequate program for physical education will provide activities for rhythms, games
- B. Location: Shall be determined in relation to building locations, parking areas, and traffic/street configurations. Building site placement has first priority.
- C. Design Criteria:
 - 1. The playground area would include separate climbing equipment in separate areas for primary and upper grades.
 - 2. In addition, basketball courts, volleyball, tetherball posts and ball wall (attached to storage containers) will be provided.
 - 3. Buildings will be located to provide unobstructed game areas that can be easily supervised.
 - 4. All school sites will have playground spaces divided among hard surface, grass and sand as appropriate.
 - 5. Play areas for primary and upper grades, capable of being separated if needed.
 - 6. Swings that are a maximum of 7' tall and slides with a maximum 6' tall platform are provided for both lower and upper grades.
 - 7. Sand base under equipment a minimum of 12" deep. Fiber or rubber mat may be substituted.
 - 8. Location of high noise level games away from classroom areas.
 - 9. The playground area size shall be in accordance with CDE recommendations wherever possible.
 - 10. Room for growth shall be provided in the event of increasing school enrollment.
 - 11. Rubberized material for ADA access paths to equipment as required.
 - 12. Provide building mounted security lighting, manually switched, at hardscape areas.

IX. Multi-purpose Building

- A. Function: The main assembly room provides space for students and parents to attend assemblies, plays, concerts, indoor physical education, dining, and other activities. Will accommodate AV usage

for large groups. A permanent platform for productions will be available. Available for various outside civic groups uses.

B. Location: The building will be accessible from the playground, the classroom and from the main entrance to the school. The outside lunch area will be located nearby. The food service unit will be attached. Locate appropriately to facilitate joint use. Provide security for off-hours use.

C. Design Criteria:

1. Main room shall have a level floor area.
2. Platform at one end may be two sided for inside and outside access. Platform will have stage lighting, a side storage room suitable for musical instruments and costumes, and provide 24" wide stair treads across the entire front for choral use. Handicap accessible via a ramp. Platform shall be approximately 18" high.
3. Movable risers for choral performances at back of platform will be part of furniture and equipment.
4. Bank of spotlights at front half and rear half of stage and in front of platform for theatrical performances.
5. Sound and light control from console at back of room.
6. Storage room for chair trucks, folding chairs and tables.
7. Sanitary facilities, storage room and area for custodial supplies.
8. The building will accommodate seating for one-half of the in-session student body for assemblies and approximately one-third for dining.
9. Lobby area may be provided.
10. Controllable sound system with expansion capabilities is of high quality for both speech and vocal/instrumental musical presentations. Microphone jacks will be provided at front and rear of room.
11. Vinyl composition tile floor in main room.
12. Provide drinking fountains.
13. Provide conduit and jacks for video broadcast, cable reception, and network and computer access with classroom drops in locations to be determined during design.
14. Acoustic treatment on ceiling and walls.
15. Secured storage room with direct access to MPR for school groups to use, (i.e. PTA).
16. Provide projection screen for a/v viewings.
17. Provide power and data in ceiling for projector with TV/VCR drop.

X. Food Service Unit

A. Function: The food service unit is a warming kitchen where the school nutrition and health program is put into practice. It includes facilities for providing simplified breakfast and lunch service to pupils and teachers.

B. Location: This unit will be designed as attached to the multipurpose building utilizing the open floor area as an eating area. A lunch shelter will be located near this complex. The supply delivery entrance of the food service unit must be located at the rear of the kitchen capable of handling deliveries from vans and lift gate trucks.

C. Design Criteria:

1. Office for manager and one (1) assistant with an administrative drop each. Provide a window to kitchen area
2. Custodial storage room with mop sink and hot water heater located close by.
3. Work area approximately 20'x28'.
4. The following is a list of the minimum equipment requirements:

Equipment Item:	Quantity:
a. Two Door Reach-in Refrigerator	2
b. Two Door Reach-in Freezer	2
c. Double Stacked Convection Oven	1
d. Two Burner Stove-top w/Shelf	1
e. Milk Cooler (Large) Beverage-Aire Model #SMF58–Two sided	1
f. Warmers (double sided)	2
g. Serving Line with four (4) Heated Wells – Mobile	1
h. Serving Line with Counters Only – Mobile Two (2) Drawers for Utensils	2
i. Mobile Work Tables w/Racks and	4
j. Pot Washing Sink (three (3) compartments) with Pot Racks	1
k. Hand washing Sink with Soap and Towel Dispenser	2
l. Utility Carts	2
m. Can Opener – Industrial Electric	1
5. Toilet area handicap accessible. Entrance from building exterior.
6. Easy access to the trash/disposal bins.
7. Computer modem and an administrative drop at the end of the serving line. Hardware for department's information technology systems.
8. Fresh air supply to the kitchen area, which includes air conditioning.
9. Space for three transport carts.

10. Locker area for the employees to change and store personal items located near the restroom.
11. The outside or back door entrance to the kitchen needs to be well lit for safety and security.

XI. Lunch Shelter/Outdoor Assembly

- A. Function: The lunch shelter is an open structure designed to provide shade for students during lunch and to be used in connection with playground and recreational activities. Along with the multi-purpose room, the lunch shelter facilities become the focal point of after school and vacation recreation programs. It provides a staging area for outside assemblies and other events of a special nature. The cover should not obstruct the view of the stage.
- B. Location: Adjacent to the food service unit and multi-purpose room.
- C. Design Criteria:
 1. Covered area to accommodate approximately 1/3 student population seated at lunch tables.
 2. Concrete floor area with provisions for (including floor drains) drainage from daily wash downs.
 3. Drinking fountains.
 4. Electrical outlets (weather proof /gfi) in the covered areas.
 5. Outlets for a steam-cleaning machine.
 6. Shade trees should be provided on the perimeter in this area.

XII. Sanitary Facilities

- A. Function: To provide sanitary facilities for students and staff.
- B. Location: The units will be located to provide accessibility and ease of supervision. Access from both the play yard and classrooms is required.
- C. Design Criteria:
 1. Number in conformance with Title 5CCR and CPC table 4-1.
 2. Electric hand dryers in lieu of paper towels, glass mirrors in student restrooms, glass mirrors for staff.
 3. Disabled persons accessible.
 4. Outside drinking fountains.

XIII. Landscape Requirements

A. Function: Schools will be landscaped on the basis of individual need, with consideration being given to educational value, functional use of the school plant, terrain, community development, city code requirements and economy of installation and maintenance. Building and grounds maintenance schedules shall be established within the resources of the district maintenance and operations department on regular cycles that meet conditions of reasonable capital investment.

B. Location: Throughout site

C. Design Criteria:

1. Kindergarten Yard: This yard should include trees, which should be spaced at least 50' apart, for shade and instruction. Vine vegetation for the fence areas. Turf area/zones will be provided.
2. Lunch Shelter: Trees will be grouped to provide a shaded overflow lunch area.
3. Physical Education Yard: Trees will be located approximately 45' apart on the outside perimeter of the yard and a minimum of 8' in from the property line.
4. Streets: Trees will be located along streets as per city requirements unless parkway includes trees.
5. All tree wells will be provided with a water line and either sprinkler/bubbler head.
6. Soil erosion shall be a major design consideration to prevent need for cleanup and removal.
7. Plants or vines will be allowed to grow on or over large retaining walls.
8. Turf areas will be accessible with district mowing equipment on an easily maintained slope and shall be maximized in lieu of planter areas.
9. Trees near the buildings and on the West, South, or East exposure shall be deciduous.
10. Irrigation system shall be designed to accommodate future connection to reclaimed water system.
11. Plant material shall be selected from the District's approved list.
12. The design of walls, benches, steps, and ramps should discourage skateboarding wherever possible.

XIV. Operations/Custodial

A. Function: Operations is the central receiving and storage station for the school and is the base for the plant manager.

B. Location: Located so as to have access to classroom area with adequate street access, driveway and truck delivery area.

C. Design Criteria:

1. Storage area will be approximately 18'x20' in size.
2. Outdoor receiving area will be approximately 24'x24' in size.
3. 2-3' wide doors leading from receiving area to storage area.
4. Storage area to have mop sink with hot/cold water.
5. Storage area to house portable adjustable metal shelving, tool rack and locker.
6. Satellite closets throughout the campus to hold a hand truck, carts, cleaning supplies and a mop sink. Locate adjacent to toilet rooms wherever possible.
7. Room will include a hard-wired connection to a public-switched telephone network.
8. Electrical and network access for computer station with an administration drop.

XV. General

A. Walkways are to be covered. This space is to be used prudently and economically.

B. Other agencies and documents that may have standards that impact design

1. California Department of Education- Title 5.
2. Division of the State Architect/Field Act.
3. Title 24, Part 6 California Energy Commission.
4. County Health Department.
5. Various Utilities.
6. Local Fire Department.

XVI. Network Criteria

A. Design Criteria:

1. Comply with District standard technology specifications.
2. Classroom:
 - a. Wireless Access and Projector
 - i. 1 access point in ceiling
 - ii. 1 drop in ceiling for access point with enough slack to be pulled to any corner of the room
 - iii. 1 drop in ceiling for projector
 - b. Teacher data drops: 2 drops at designated teacher desk
Miscellaneous: 2 drops
 - c. Clock/Bell/Speaker:, one drop

- d. Promethium Board: 2 drops
 - e. One POE (power over Ethernet) to be located in IDF
3. Administrative:
- a. Administrative drop shall consist of four (4) data jacks.
4. The main data room shall be not less than 200 square feet. The main telephone room shall be not less than 100 square feet.

Riverside Unified School District

Educational Specifications and Requirements

Middle Schools

2012

This educational specifications and requirements document is meant to serve as the guidelines for architects in the design of middle schools for the district. The elements in this document should be considered as minimal essential standards. As funding permits, enhancement to these specifications should be considered carefully and with discretion.

A. STATEMENT OF POLICY #7000

Since school construction is costly, and buildings become a permanent part of the community to be used by large numbers of people, great care must be taken to make certain that the facilities will fully support the intended educational and community programs; that they may be altered conveniently and inexpensively to meet future educational and community needs; that they provide a healthful and safe environment, and that the styling of the facilities will permit them to fit harmoniously and attractively into the community.

Furthermore, since buildings and grounds make a statement about the importance of education, the architecture and grounds should be designed and maintained so as to enhance the respect and esteem for education held by the community and to instill that respect in the students.

B. ORGANIZATION OF SCHOOL PLANT AND SITE

- I. The high rate of growth in the district and fiscal constraints require that new school facilities accommodate more children. New district middle schools will serve approximately 900 (expandable to 1,200) students operating on a traditional schedule. The core facilities and building infrastructure should be designed, if possible, within budget, to accommodate the buildout total enrollment. Future relocatable classrooms shall be provided for in order to provide flexibility and adaptation to changing programs and community needs. Modification to the planned enrollments may be made by the District where dictated by the student population to be served.

- II. State school facility funding guidelines will be used as one additional measure of sound planning and efficiency rather than as an absolute. Planned and proven program needs shall be the main determinant of construction and facility spaces.
- III. New school construction will provide for maximum functional flexibility. Insofar as practicable, all new school housing will provide for adaptation to changes in program, teaching, methods, population, and student and community needs. Such adaptation shall include, but not be limited to, (1) large and small instruction spaces, (2) the ability to facilitate collaborative learning, (3) community activities, (4) teaching technology changes, (5) building protection and access control, (6) semi-permanent and portable capability, (7) auxiliary services, (8) adequate lighting, and (9) energy management systems.
- IV. Auxiliary services include libraries, health and first aid, food services, aide and volunteer workspace, counseling, psychological services, speech therapy, occupational therapy, child care, special education, pre-school and recreational and community center facilities for students and the community.
- V. Single story structures are preferred over multi-story construction. Two story construction may be preferred however as a space-saving measure on school sites which are smaller than the California Department of Education (CDE) recommended site size. Permanent construction (as opposed to site-built modular or relocatable) is preferred.
- VI. Building areas used by the community will be accessible from streets and parking areas. Access shall be provided to the following: administration, multi-purpose, gymnasium and play fields. Security fencing for the building area is needed, with the ability to isolate public areas from the rest of school.
- VII. Security of students and staff is of utmost importance. Policy #7202 states:
 - A. "The district shall construct, maintain and operate all facilities with attention to the safety and security of students. This includes conformity to fire and earthquake safety guidelines and controls as they pertain to construction, alarm systems, traffic control, general maintenance, and lighting as necessary and appropriate to each site. All facilities in the Riverside Unified School District shall be constructed, maintained and operated in accordance with the law."
 - B. School facilities should be designed with concern for reducing the opportunity for vandalism. The design should avoid building configurations that restrict inspection of all campus areas, avoid easy

access to roof by climbing support or other structures, and avoid installation of easily damaged controls and equipment on outside walls. The use of security screens and grills will be utilized as appropriate.

VIII. Energy conservation and life cycle cost of the building is of growing importance. Policy #7232 states:

- A. “Schools must be constructed with energy conservation in mind. Increasing energy costs, diminishing supplies of energy sources, and projections that future energy costs will exceed the initial cost of a building during its useful life make this concern imperative.”
- B. Building design should consider and incorporate where possible the following energy conservation strategies:
 - 1. Directional orientation of building and HVAC equipment in order to take advantage of sun angle or prevailing cooling winds.
 - 2. Building shape that is self-shading and with a minimal solar heat gain wall exposure for reduction of air conditioning loads.
 - 3. Landscaping that is planned in order to shade the building in summer, allow sunshine to strike the building in winter and require as little irrigation as possible.
 - 4. The color of roofs and outside walls selected with concern for reflecting the intense heat of the local climate.
 - 5. Buildings should be well insulated in order to conserve energy by reducing heat gain or loss through the building exterior envelope.
 - 6. When possible, double-glazed, window tinting, and vandal resistant windows should be utilized in order to resist breakage and thermal transmission.
 - 7. Each new school facility design should be evaluated regarding the cost-effectiveness of usage of alternative and renewable energy resources.
 - 8. A balance between the use of natural and artificial light should be utilized since natural light saves electrical costs by avoiding heat buildup from artificial lights and associated cooling costs.
 - 9. The ideal school design should be lighted, heated, ventilated, and cooled as much as possible by natural means.

10. Incorporate energy management controls.
 11. Incorporate Federal, State and Local incentive programs as applicable.
- IX. Covered eating areas and the play yard shall be located in areas that will minimize the noise impact on instructional areas but yet be within easy walking distance from the classrooms, and food service kitchens. The eating area shall be sized to accommodate 1/3 of the student capacity.
- X. Parking and Bus Loops.
- A. Traffic patterns will be considered in locating driveways, parking areas, ramps and approaches.
 - B. Adequate parking for 1.25 spaces per classroom, 15 spaces for administrative functions and 10 visitor parking spaces, including three spaces designated for delivery and maintenance vehicles.
 - C. Adequate parking for disabled persons per code requirements.
 - D. Designated loading and unloading area for parent traffic. Parent drop off area is adjacent to school entrance and separate from bus area and staff parking.
 - E. Vehicle traffic does not interfere with foot traffic patterns. Foot traffic shall not cross through entrance driveways to enter school, wherever possible.
 - F. Parking stalls shall not be located so vehicles must back into bus or loading areas used by parents.
 - G. Bus loading is located in an off-street loop. There is adequate space for a minimum of three full size busses.
 - H. Ample sidewalks lead up to the bus zone, and run the full length of the bus zone to allow adequate space for students to line up.
 - I. Maintenance vehicle access to the entire site is desirable.
- XI. Equipment and furniture selected for use in all facilities shall be selected on the basis of function, useful life, safety, economy, and pleasing appearance. Use of existing equipment and furniture shall be prolonged to the maximum period through proper maintenance and adaptation when appropriate.

XII. Security

- A. In addition to fire and bell scheduling systems, there shall be an intercom system that will allow two-way voice communication with all appropriate areas of the school. All classrooms will include a hard-wired connection to a public-switched telephone network.
- B. Master panels and control pads are centrally located and easily accessible.
- C. Control panels feature lighted schematics that show the status of all sub-systems and zones.
- D. System permits coded or user card access and provides a printed record of openings and closings.
- E. Adequate security in all possible entries, e.g. windows and doors, with motion detectors where required.
- F. Consideration will be given for future addition of video surveillance capabilities.

XIII. It is intended that fencing will be installed to improve the security of the school and its occupants. It shall not detract from the architectural and aesthetic appearance of the school site.

XIV. The school should have a clearly defined entrance to the administration building.

C. **FACILITY GUIDELINES**

I. Administrative Area

- A. Function: The administrative area is the space designated to house personnel whose primary focus is educational leadership and the coordination of school personnel in ensuring that children receive the best possible education.
- B. Location: The administrative area will be located at the main entrance to the school. Access to the public entrance of the administrative area must be obvious to the first-time visitor. Close proximity to the multi-purpose room, gymnasium/MPR and library is desirable. The office personnel shall have clear visual access to the parent/visitor area and the main entrance.

C. Design Criteria:

1. Principal's Office

- a. Function: Both a work area to administer operations of the campus and conference area to meet with parents, staff, and students.
- b. Location: Access to clerical/reception area and to main campus area. Near public entrance to school, and to assistant principal's office.
- c. Design Criteria:
 - 1) Minimum of 200 square feet configured to allow adequate space for a desk and small conference table.
 - 2) Window allowing line of site for supervision of the campus.
 - 3) Carpet flooring.
 - 4) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.
 - 5) Accommodation for storage within the furniture.
 - 6) File cabinet space.
 - 7) Provide a second door which opens directly to the exterior.
 - 8) Provide a 4' x 8' tackboard.

2. Assistant Principal's Office – provide two (2) separate offices

- a. Function: Both a work area and conference area to meet with parents, staff, and students.
- b. Location: Access to clerical and reception area and to main campus area. Easily accessible by students.
- c. Design Criteria:
 - 1) Minimum of 150 square feet configured to allow adequate space for a desk and a small conference table.
 - 2) Window allowing line of site for supervision of students.
 - 3) Carpet flooring.
 - 4) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.
 - 5) Accommodation for storage within furniture.
 - 6) File cabinet space.
 - 7) An exterior door is preferred but not required.
 - 8) Provide a 4' x 8' tackboard.

3. Conference Room – Provide two (2) conference rooms. One permanent and one that can be divided into two offices in the future (one (1) office @ 125 sf and one (1) @ 100sf)
 - a. Function: To provide space and facilities for Administrative Staff to hold group meetings and meet with parents/students.
 - b. Location: Convenient to Principal’s Office, adjacent to main office area with direct public access
 - c. Design Criteria:
 - 1) One (1) conference room @ 250 sf (permanent) and one (1) conference room at 225 sf (dividable).
 - 2) Seating for 15 people.
 - 3) Access from the outside classroom area as well as access to clerical and reception area is preferred.
 - 4) Provide an administrative computer drop on each wall, centered.
 - 5) Tackwall on all walls.
 - 6) 4’ x 8’ whiteboard.
 - 7) Power and data in ceiling for projector with a TV/VCR drop.
 - 8) Space to accommodate a smartboard.
4. Spare office
 - a. Function: To provide additional office space for student services or parent volunteers.
 - b. Location: Access from outside classroom area as well as access to clerical/reception area.
 - c. Design Criteria:
 - 1) Approximately 100 sf.
 - 2) Access from the outside classroom area as well as access to clerical/reception area.
 - 3) Provide an administrative computer drop on one wall.
5. Health Services Area
 - a. Function: To provide an area for administering student and faculty health programs and house student health records.
 - b. Location: Located for easy access to students, near the front entrance for emergency vehicle access and parent pick-up. Able to be visually supervised from clerical area.

c. Design Criteria:

- 1) Area for 2 cots with curtains, and two (2) chairs.
- 2) Two (2) handicap accessible restrooms.
- 3) Storage cabinets, some with locks for storage of medications, and coat closet.
- 4) Sink cabinet with bubbler.
- 5) Full-size refrigerator/freezer.
- 6) One (1) staff desk workspace (non-private).
- 7) File cabinet space (4 - four drawer file cabinets) for storage of medical records.
- 8) Sheet vinyl flooring throughout.
- 9) High capture rate air filtration system desirable.
- 10) Window to clerical area for supervision.
- 11) Provide an exterior door sized to accommodate a gurney to serve as student overflow, student access from campus side and emergency vehicle access. Provide a bench outside of the door for student waiting.
- 12) Provide an administrative computer drop at the desk with an additional administrative drop on the adjacent wall opposite the door.

6. Clerical Area

- a. Function: To provide space and facilities for secretarial and clerical activities, and reception of visitors to the administration area.
- b. Location: In the main office area adjacent to the public reception area. Provide separate access for students from school facility away from public access point. Provide window to front parking.
- c. Design Criteria:
 - 1) Flexible and open as possible.
 - 2) Provide for a physical separation between the public and clerical area.
 - 3) Principal Secretary adjacent to Principal's office with an administrative drop, larger than standard workstation.
 - 4) Attendance Clerk workstation with an administrative drop adjacent to student traffic, with built-in counter space.
 - 5) Registration/Guidance Clerk workstation with an administrative drop and adjacent to the Assistant Principal offices and student waiting areas.
 - 6) Provide space for two (2) general workstations with an administrative drop at each station.

- 7) A reception counter wide enough for two (2) workstations with an administrative drop at each station.
- 8) Visual access and communication to health area.
- 9) Direct access to office supply room and mail boxes/copier etc.
- 7) Provide separate public and student waiting areas.
- 8) Provide for a student file storage area for six (6) 4-drawer lateral files.

7. Public Reception Area

- a. Function: Entry into the administrative area during school hours.
- b. Location: Connected to clerical area with open counter with suitable height for both parents and students. Door accessible from parking lot.
- c. Design Criteria:
 - 1) Provide space for seating of 8-10 visitors with small table for parents to fill out forms.
 - 2) Public access to two (2) computers with an administrative drop for community and parent use to facilitate connection to school and student.

8. Student Waiting Areas

- d. Function: Provide two (2) separate waiting areas for students, one for counseling and one for disciplinary purposes.
- e. Location: Adjacent and accessible to the clerical area and Assistant Principal offices.
- f. Design Criteria:
 - 1) Provide space for seating of 8-10 students per area.
 - 2) Student waiting areas shall be isolated from the public waiting area and from each other.

9. Office Supply Room and Work Room

- a. Function: To provide space for storage of administrative records, materials and supplies as well as an area for a staff and teacher work area.
- b. Location: Adjacent to clerical work area.

c. Design Criteria:

- 1) Approximately 400 sf.
- 2) Perimeter casework (uppers and lowers) with shelving for supplies.
- 3) Provide space for worktables.
- 4) Teacher's mailboxes shall be accessible from this room. Provide one (1) mailbox per teacher with room for an additional ten (10) mailboxes for the future.
- 5) Space and electrical outlet for copiers with an administrative drop.
- 6) Visually isolate from public view.
- 7) Secured storage cabinet for school keys.
- 8) Provide space in the casework for a small safe, size to be determined at the time of design.
- 9) Provide space for fireproof locked cabinets for secured storage. Approximately six (6) four drawer lateral files.
- 10) Provide power and administrative drops at 4' on center.
- 11) Provide sufficient 110V and 220V power for all equipment. Number of outlets, size and location to be determined at time of design with specific equipment.
- 12) Sheet vinyl or VCT flooring.
- 13) Size HVAC return to accommodate copiers and other office equipment.

10. Staff Restrooms

- a. Function: To provide facilities for male and female staff toilets.
- b. Location: Easy access to clerical area.
- c. Design Criteria:
 - 1) Provide two (2) disabled accessible restrooms.
 - 2) Sheet vinyl flooring.

II. Library

- A. Function: The library should provide the space for the materials, equipment and services needed to achieve the mission, goals and objectives of the district's curricular program and instructional methodology. Because of rapidly changing technologies for instruction, maximum flexibility should be incorporated into the design.
- B. Location: The library should be centrally located, easily accessible from the classroom area, the administrative area, the public, and the parking area. If the library is determined to be a candidate for joint use, the library should be located to facilitate that use.

C. Design Criteria:

1. Main Library area:

- a. Shelving for 12 volumes per student divided into fiction, non-fiction, reference and easy reading areas. All walls will be suitable for shelving.
 - 1) Bookshelves have a maximum height of 5'6" at walls and 3'-6" in the middle areas, are 12" deep, and have adjustable shelves.
 - 2) Double sided shelves must have a center guard so books cannot be pushed through to other side
 - 3) Easy book section will be four shelves high, each shelf will be 14" high and 12" deep with vertical dividers.
 - 4) Reference shelving should be 2 shelves high and 12" deep.
 - 5) All shelving will be at least 1" thick and no longer than 28" without support to avoid warping.
 - 6) Movable shelving units are not required.
- b. The magazine subscription service section will be large enough to accommodate 15 subscriptions at any one time.
- c. Card catalog area: Provide 4-5 computer card catalog stations located at the end of the stack section.
- d. Reference area:
 - 1) Provide seating for 30 students with power and an administrative drop at 1 per 2 seats.
 - 2) Provide space for two (2) printers and one (1) scanner.
 - 3) Provide space for a coin-operated copier for student use.
 - 4) Provide space for an atlas and unabridged dictionary.
- e. The reading area will accommodate 40 students at tables and chairs.
- f. Circulation desk: The circulation desk shall be near the library entrance and in front of the workroom/storage areas. It offers direct visual supervision of all areas.
 - 1) Provide space for two (2) staff workstations with an administrative drop for each station.
 - 2) Provide space for one (1) stand-up computer station for student use at the checkout counter.
 - 3) The checkout counter shall contain drawers, open shelving, four (4) 2-drawer file drawers, working surfaces and a built-in book drop with a rolling box and a compression base. It should generally be at adult-height.

- 4) Provide space for two (2) book return carts.
 - 5) Provide space for one (1) printer, one (1) scanner and one (1) fax
 - 6) Provide wall shelving on the wall behind the desk as allowed.
 - 7) Provide six (6) feet of display case either adjacent to or part of the circulation desk.
- g. Power and administrative drops at 10-12 feet on center on all empty walls.
- h. Provisions and space should be allocated for a projection screen and ceiling mounted projector connected to the circulation desk computers.
- i. Provide two (2) wall mounted TV's in the corners visible from the reading and reference areas.
- j. Entrance area:
- 1) Provide one (1) security check point system.
 - 2) Provide backpack storage for seventy (70) students.
2. Support areas:
- a. Workroom: Located adjacent to the circulation desk and textbook storage areas. The workroom must have visual access to the main library area but the entry should be away from student paths.
- 1) Provide two (2) built-in 2-drawer file cabinets and one full height cabinet with flat drawers for poster storage.
 - 2) Provide sink counter with hot and cold water.
 - 3) Two (2) built-in desks with drawers with an administrative drop. Should be large enough to accommodate one (1) computer, one (1) printer and one (1) scanner.
 - 4) Provide space for one (1) additional desk (furniture)
 - 5) Counter space must be able to hold a fax machine/copier, typewriter and a shelf cabinet (17"D x 33"L x 15"H).
 - 6) Provide sufficient counter or workspace for the cataloging and receiving of new books, with two (2) 5'-6"H x 3'L shelf stacks.
 - 7) Space for four (4) rolling carts.
 - 8) Floor space must allow for two (2) adult-size chairs and a rectangular worktable.
 - 9) Power and administrative drops at six (6) feet on center on all empty walls.
 - 10) Provide shelf stacks for 750 volumes for the teacher (professional) library.

- 11) Provide a window for supervision of the main library.
- 12) VCT flooring is preferred.

- b. Textbook Storage: Located adjacent to the workroom.
 - 1) Provide shelving to accommodate 6,000 books and one (1) set of class novels.
 - 2) Provide checkout windows.
 - 3) VCT flooring is preferred.

3. Student Store: Located adjacent to textbook storage

- a. Provide counter space and upper cabinets for the storage and selling miscellaneous student items.
- b. The student store can use the same checkout windows as the textbook storage room.

III. Standard Classrooms

A. Function: To provide a variety of learning experiences for students in both large and small group settings. The classroom is the core of learning and as such it is essential that this unit of the facility be of prime importance. It must be flexible enough to contain the varied activities of the current educational program and have potential to accommodate future changes in instructional activities. The design must reflect the way in which children will need to work and learn in the room. Adaptability of the room to various grade levels is contingent upon the choice and location of furnishings.

B. Location: The placement of permanent classrooms on a site will reflect the instructional grouping patterns, student supervision, solar orientation, student traffic and other climatic and environmental factors.

C. Organization: The middle school should be organized around a departmental structure based on the delivery of the core content curriculum with the flexibility to provide different instructional delivery approaches should the trends change.

D. Design Criteria:

1. Classrooms:

- a. Sized to accommodate 35 students, approximately 960.
- b. Provide 6-8 feet of upper and lower casework with a sink and bubbler.
- c. Provide carpet with district standard insert at the door and sink area.

- d. Windows to outside areas are to be above eye level when students are seated.
- e. Provide 16 feet of whiteboard on two adjacent walls each.
- f. Teaching walls are not preferred. Storage shall be provided for in either a separate storage room or casework within the classroom.
- g. Adjustable student backpack cubbies will be provided at the door.
- h. Tackable wall surfaces shall be maximized.
- i. TV/VCR shall be ceiling mount or in a corner unit.
- j. Provide for a total of nine (9) computer stations with classroom drops. Two (2) administrative drops for teacher desk locations in opposite corners, six (6) classroom drops student computer stations and one (1) classroom drop at the TV/VCR.
- k. Classrooms will include a hard-wired connection to a public-switched telephone network.
- l. Provide natural lighting as much as possible to enhance student achievement.
- m. Provide power in the floor at the front for the overhead projector.
- n. Provide power, data and video in ceiling for a projector and wireless connection.
- o. Provide a manual pull down projection screen.

2. Teacher's Work Room:

- a. Function: To provide an area for school faculty members to utilize shared resources.
- b. Location: Within the classroom building(s) or adjacent to for easy access by the faculty.
- c. Design Criteria:
 - 1) Counter with shelves above and cabinets below.
 - 2) Cabinets to allow for storage of maps, various types of paper and other instructional supplies.
 - 3) Counter space wide enough to hold paper cutter.
 - 4) Area provided to hold large rolls of paper on stands.
 - 5) Wall space & electrical outlets for high volume copy and reprographic machines.
 - 6) Sufficient return system given size of copy machines.
 - 7) Sheet vinyl or VCT flooring.
 - 8) Visually isolated from public view.
 - 9) Provide power and administrative drops at 4' on center.
 - 10) Floor area in the middle to allow for folding worktables and chairs.
 - 11) Maximize tackable wall surface.

IV. Relocatable Classrooms:

Although permanent construction is the intent of this document, including integration of the design of schools into the community, making a statement about the importance of education, and lowering life cycle costs, it is recognized that as a school reaches full capacity, it may be necessary to add portable classrooms to the site. The following educational specifications refer to those later additions:

- A. Function: Relocatable units shall offer the same essential features that are found in the classroom but are capable of being moved from school to school. School sites should be planned in order to accommodate future relocatables to accommodate enrollment increases or changes in student density. The supporting infrastructure for relocatables should be a part of the initial project. Initial building design and construction will make provision for future utility connections (stub outs) for relocatable buildings. Exceptions to this guideline shall be by individual administrative decision.
- B. Location: Criteria for siting portables should address solar orientation, drainage, and accessibility to other areas of campus such as the library, multipurpose room, administration, and sanitary facilities. These facilities shall be integrated into the overall design, of the school.
- C. Design Criteria: Same as the standard classroom with the exception of the teacher's workroom.

V. Science Classrooms

- A. Function: To provide instruction Life and Physical Sciences for all students. Students in grade 7 will take Life Sciences and students in grade 8 will take Physical Science.
- B. Location: It is preferred that the science classrooms be centrally located with easy access to the classrooms. However, the final location will be determined at the time the school is planned.
- C. Design Criteria:
 - 1. Size, approximately 1,100 sf., 36 students, 4students/table and one (1) sink with acid dilution tank per station.
 - 2. No fume hoods are required.
 - 3. Provide shower and eyewash with floor drain.
 - 4. Teaching wall is not required, provide storage the same as the standard classrooms.

5. Provide a display case. Provide sufficient power and data throughout the room.
6. Provide power and data in the ceiling for a ceiling mounted projector.
7. Microscope cabinet with power.
8. Two (2) ceiling mounted TV/VCR.
9. Provide perimeter casework with sinks and movable tables 30 inches high.
10. Provide water and gas at each sink.
11. All counter and tabletops shall be acid resistant plastic laminate.
12. Provide power at each student station for a microscope.
13. Teacher's demonstration table:
 - a. Provide one (1) sink with acid dilution tank.
 - b. Permanent table with water and gas
 - c. Teacher's desk will be a part of the table, 30 inches high with a computer and an administrative drop connected to the ceiling mounted projector.
14. Prep/Storage room: Centrally located to all science labs.
 - a. Size, approximately 200 sf.
 - b. Perimeter casework with uppers and lowers.
 - c. Acid resistant plastic laminate countertops
 - d. Vented acid storage cabinetry.
 - e. Two (2) sinks with acid dilution tanks.
 - f. Space for a full size refrigerator/freezer.
 - g. Additional door to the exterior is preferred.
 - h. Space for two (2) computer workstations with an administrative drop each.
 - i. The IDF will be located in the prep/storage room.

VI. Elective Classrooms and Labs (all elective classrooms and labs will be equipped with the same functions as a standard classroom with the addition of the following)

A. Function: To provide a variety of learning experiences for students in elective subjects as well as vocational/technical areas in addition to the core content instructional areas.

B. Drama Classroom:

1. Location: The drama classroom will be located in one of the standard classrooms.
2. Design Criteria: Same as the standard classroom.

C. Choral Classroom:

1. Location: Located adjacent to the stage. The choral room will be used as a dressing room for performances.
2. Design Criteria:
 - a. Size, approximately 1,050 sf.
 - b. Built-in risers are not required.
 - c. Provide high ceilings.
 - d. Provide acoustic panels on walls and ceilings.
 - e. Robe and band uniform storage, approximately 120 sf.
 - f. One (1) practice room to accommodate 10 students.
 - g. Casework for music storage.
 - h. Sink counter with drinking fountain.
 - a. Provide classroom drops on the perimeter walls at 8 feet on center. Provide administrative drops for the teacher per the standard classroom locations.
 - i. Teacher's office for two (2) staff with administrative drops at each station. Located between the choir and band rooms
 - a. Provide power, data and video in ceiling for a projector and wireless connection.
 - b. Provide a manual pull down projection screen.
 - j. VCT flooring.

D. Band Classroom:

1. Location: Located adjacent to the choral room. The band room will be used as a dressing room for performances.
2. Design Criteria:
 - b. Size, approximately 1,600 sf.
 - c. Provide high ceilings.
 - d. Provide acoustic panels on walls and ceilings.
 - e. Provide instrument storage with adjustable shelving to house a variety of instruments, approximately 250 sf.
 - f. One (1) practice room to accommodate 10 students.
 - g. Casework for music storage.
 - h. Sink counter with drinking fountain.
 - a. Provide classroom drops on the perimeter walls at 8 feet on center. Provide administrative drops for the teacher per the standard classroom locations.
 - i. Teacher's office for two (2) staff with administrative drops at each station. Located between the choir and band rooms.
 - c. Provide power, data and video in ceiling for a projector and wireless connection.
 - d. Provide a manual pull down projection screen.

- j. VCT flooring.
- k. Separate midi lab adjacent to the office and choral rooms.

E. Art Classroom:

1. Location: One (1) room per site easily accessible from the campus core.
2. Design Criteria:
 - a. Size, approximately 1,100 sf.
 - b. Perimeter casework, uppers and lowers with 3-4 sinks spread throughout the room. Provide one (1) additional deep sink with a sediment tanks.
 - c. Provide one (1) electric kiln vented to the exterior.
 - d. One (1) display case, 2'D x 10'W x 7'H.
 - e. Maximize tackable surface.
 - f. Storage room for equipment and supplies, approximately 200 sf.
 - g. Power in front for overhead projector.
 - h. Provide classroom drops on the perimeter walls at 8 feet on center. Provide administrative drops for the teacher per the standard classroom locations.
 - e. Provide power, data and video in ceiling for a projector and wireless connection.
 - f. Provide a manual pull down projection screen.
 - i. Provide space in the center of the room for movable student project tables.

F. Computer Lab:

1. Location: One (1) per site easily accessible from the campus core.
2. Design Criteria:
 - a. Size to accommodate 40 stations, approximately 1,100 sf. Square layout is preferred.
 - b. Perimeter stations are not preferred. Student stations should face the front of the room with a middle aisle.
 - c. Design lighting to minimize glare.
 - d. Maximize tackable surface.
 - e. Storage room for equipment and supplies, approximately 100 sf.
 - f. Power in front for overhead projector.
 - g. Provide a demonstration lectern for the teacher with a computer station connected to the ceiling mounted projector.
 - h. Provide power, data and video in ceiling for a projector and wireless connection, connected to the teacher's lectern.
 - i. Provide a manual pull down projection screen.

j. Provide for a future smart board.

G. Technology Lab:

1. Location: One (1) per site easily accessible for the campus core.
2. Design Criteria: **Not discussed**

H. Home Economics Lab:

1. Location: One (1) per site easily accessible form the campus core.
2. Design Criteria: **Not discussed.**

VII. Special Education Facilities

A. Resource Specialist Rooms (RSP):

1. Function: Deliver educational program to students in a pullout resource program in a one on one or small group setting.
2. Location: One room per grade level, easily accessible from and central to grade level classrooms.
3. Design Criteria:
 - a. Size, minimum of 960 square feet.
 - b. Same criteria as a standard classroom.

B. Special Day Classrooms (SDC, non SH):

1. Function: Deliver educational program to students in a special day class setting.
2. Location: One room per grade level, adjacent to the RSP classroom.
3. Design Criteria: Equipped same as standard classroom and customized as per instructions from the Director of Special Ed.

C. Special Day Classrooms (SDC, SH):

1. Function: Deliver educational program to severely disabled students in a special day class setting, capable of the same functions as a standard elementary classroom.
2. Location: Within guidelines of standard elementary classroom, one (1) classroom equipped for SH special education students, in

the pathway of or near the bus drop off area, at predetermined schools per instructions from the SELPA Director.

3. Design Criteria:

- a. Square footage and storage to same specs as standard elementary classrooms, excluding bathrooms.
- b. Sink cabinet with bubbler in classrooms, with tempered and cold water.
- c. Vinyl floor in the sink, designated eating/feeding/appliance area, and at the door, carpeting elsewhere.
- d. Windows to outside area are to be above eye level when students are seated.
- e. Each classroom will house its own computers with network access. A total of six computer stations with classroom drops will be included: one for the teacher, and five student computer stations. These stations will be located way from outside windows, and oriented to avoid glare on the computer screen.
- f. Classroom will include a hard-wired connection to a public-switched telephone network.
- g. Wiring for microwave or convention oven.
- h. Wall space and wiring for standard refrigerator.
- i. One wall adjacent to the learning wall shall have a magnetic 16 feet of white board.
- j. Storage shall be accommodated for in either a separate storage room or casework with direct access to classroom.
- k. Adjustable student backpack cubbies will also be provided.
- l. Tackable wall surfaces on one or two walls shall be maximized.
- m. TV/VCR shall be ceiling mount with a TV/VCR drop.
- n. Provide natural lighting as much as possible to enhance student achievement.
- o. Provide power in front wall for overhead projector.
- p. Provide power and future video projector and wireless connection.
- q. Unisex Bathroom facilities connecting classrooms, and accessible from both classrooms, without exiting the classroom, with the following design criteria:
 - 1) Student height sink cabinet in bathroom (not stall) with tempered and cold water.
 - 2) Minimum of 2 unisex rooms.
 - 3) One room must have a minimum of 3 feet clearance on either side of toilet, wheel chair accessibility with room to manipulate wheel chair and a lift with the assistance of two adults.
 - 4) Hookups and space for Washer and Dryer, stackable type.
 - 5) Gas Water Heater.
 - 6) Space and wiring for hydraulic changing table.

- 7) Shelves above hydraulic changing table, within reaching distance, yet high enough to allow room for table to be raised and lowered with child positioned comfortably on table.
- 8) Curtain on track to provide privacy around hydraulic changing table, with room for two adults and wheel chair.
- 9) Storage cabinets.
- 10) Wall space to park 3 wheel chairs and/or potty chairs.

D. Occupational Therapy/Physical Therapy Room (On designated school sites):

1. Function: A central hub for the delivery of occupational therapy and physical therapy to special education students.
2. Location: Within guidelines of standard elementary classroom, one classroom, in the pathway of or near the bus drop off area and parking lot, at predetermined school per instructions from the SELPA Director.
3. Design Criteria:
 - a. Square footage and storage to same specs as Standard Elementary Classrooms.
 - b. Sink cabinet with bubbler in classroom, with tempered and cold water.
 - c. Vinyl floor only in the sink area and at the door.
 - d. Carpeting in the remaining area.
 - e. Windows to outside area are to be above eye level when students are seated.
 - f. Two computer workstation with administrative drops for teachers/therapists. This station will be located way from outside windows, and oriented to avoid glare on the computer screen.
 - g. Classroom will include a hard-wired connection to a public-switched telephone network.
 - h. Capability to hang swing from ceiling at predetermined location.

E. Speech Pathology Room:

1. Function: Office for speech pathologist with adequate space to work with students in a one on one and small group (4-8) setting.
2. Location: Near RSP room.

3. Design Criteria:
 - a. Room size a minimum of 200 square feet.
 - b. Separate exterior door with vision lite.
 - c. Standard electrical outlets.
 - d. Room will include a hard-wired connection to a public-switched telephone network.
 - e. Electrical and data for computer stations with administrative drop for testing
 - f. Exterior windows.

F. Psychologist Room:

1. Function: Office for school psychologist and space for counseling students and families in a one on one or small group (4-8) setting.
2. Location: Near the RSP and Speech Pathologist areas.
3. Design Criteria:
 - a. Room size a minimum of 150 square feet.
 - b. Separate exterior door with vision lite.
 - c. Room will include a hard-wired connection to a public-switched telephone network.
 - d. Electrical and data for computer station with administrative drop for testing.
 - e. Exterior windows.

VIII Multi-purpose Building (separate facility if applicable, refer to combination Gymnasium/MPR)

- A. Function: The main assembly room provides space for students, parents and community to attend assemblies, plays, concerts, dining, testing, and other associated activities.
- B. Location: The building will be accessible from the playground, the classrooms and from the main entrance to the school. The outside lunch area will be located nearby. The food service unit will be attached. Locate appropriately to facilitate joint use. Provide security for off-hours use.
- C. Design Criteria:
 1. Main room shall have a level floor area and accommodate 350 for dining and 750 for assembly.
 2. Stage:
 - a. Full stage with storage for chairs and tables below.
 - b. Size, approximately 1,750 sf.

- c. Movable risers at front of stage, if risers provided.
 - d. Wood flooring painted black.
 - e. Folding wall is not required.
 - f. High quality sound and lighting system.
 - g. Storage off stage, approximately 400 sf.
 - h. Provide curtains at front of stage.
 - i. Disabled access via lift.
3. Sound and light control from console at back of room.
 4. Storage room for chair trucks, folding chairs and tables.
 5. Men and women's toilet rooms should be accessible from the interior and exterior.
 6. The building will accommodate seating for one-half of the in-session student body for assemblies and approximately one-third for dining.
 7. Lobby area may be provided.
 8. Controllable sound system with expansion capabilities is of high quality for both speech and vocal/instrumental musical presentations. Microphone jacks will be provided at front, middle and rear of room.
 9. Vinyl composition tile floor in main room.
 10. Provide drinking fountains.
 11. Provide conduit and jacks for video broadcast, cable reception, and network and computer access with classroom drops in locations to be determined during design.
 12. Acoustic treatment on ceiling and walls.
 13. Secured storage room with direct access to MPR for school groups to use, (i.e. PTA).
 14. Provide large motorized projection screen for a/v viewings.
 15. Provide power and data in ceiling for projector with TV/VCR drop.
 16. Provide sufficient power and data throughout the room for testing and registration.
 17. Lighting should be switched 1/3 from front to back and be dimmable.
 18. Provide separate intrusion alarm and control.
 19. Provide acoustical wall panels.

IX. Food Service Unit

- A. Function: The food service unit is a prep kitchen where the school nutrition and health program is put into practice. It includes facilities for providing simplified breakfast and lunch service to pupils and teachers.
- B. Location: This unit will be designed as attached to the multipurpose building or the combination gymnasium/MPR building, utilizing the open floor area as an eating area. A lunch shelter will be located near

this complex. The supply delivery entrance of the food service unit must be located at the rear of the kitchen capable of handling deliveries from vans and lift gate trucks.

C. Design Criteria:

1. Office for manager and one (1) assistant with an administrative drop each and window to the kitchen.
2. Custodial storage room with mop sink and hot water heater located close by.
3. Work area approximately 20'x28'
4. Dry storage per health department requirements.
5. Type A speedline with a cashier at the end.
6. Four (4) A la Carte windows separated from the work area and speed line and adjacent to the lunch shelter.
7. Vending machine area for four (4) machines adjacent to the gymnasium and lunch shelter.
8. The following is a list of the minimum equipment requirements:

Equipment Item:	Quantity
a. Walk-in refrigerator/freezer	1
b. Two Door Reach-in Refrigerator	1
c. Two Door Reach-in Freezer	1
d. Double Stacked Convection Oven	1
e. Two Burner Stove-top w/Shelf	1
f. Combi Stove	1
g. Milk Cooler (Large) Beverage-Aire Model #SMF58–Two sided	1
h. Warmers (double sided)	2
i. Serving Line with four (4) Heated Wells – Mobile	1
j. Serving Line with Counters Only – Mobile Two (2) Drawers for Utensils	2
k. Mobile Work Tables w/Racks, 6 feet long	3
l. Pot Washing Sink (three (3) compartment) with Pot Racks	1
m. Handwashing Sink with Soap and Towel Dispenser	2
n. Utility Carts	2
o. Can Opener – Industrial Electric	1
p. Commercial ice maker	1
9. Toilet area disabled accessible with an exterior entry.
10. Easy access to the trash and can wash area. Provide hot water and power at the can wash area.
11. Computer modem, and an administrative drops at the following locations; one (1) at the end of the speed line, one (1) at each A la Carte window and two (2) locations at the lunch shelter.
12. Fresh air supply to the kitchen area, which includes air conditioning.
13. Space for four (4) heated transport carts.

14. Locker area for the employees to change and store personal items located near the restroom.
15. Provide separate intrusion alarm and control
16. The outside or back door entrance to the kitchen needs to be well lit for safety and security.
17. Provide space outside for a BBQ area with water and power.

X Teacher's Lounge

- A. Function: To provide an area for the school staff to take breaks, dine and meet.
- B. Location: Easy access to instructional area of campus, teacher workroom and staff restrooms. Also, adjacent to the cafeteria to facilitate shared use with the kitchen.
- C. Design Criteria:
 1. Large enough to accommodate 100 staff members at chairs and tables.
 2. Should have stove, refrigerator with icemaker, microwave, and sink with hot water and garbage disposal.
 3. Shelving for storage of teacher's personal items (lunches, etc.)
 4. Entry is restricted away from student/parent path.
 5. VCT at wet areas, carpet elsewhere.
 6. Provide power and administrative drops at 8' on center.
 7. Provide space for two (2) vending machines.
 8. Maximize tackable surfaces.
 9. Visually isolated from public view.

XI. Lunch Shelter

- A. Function: The lunch shelter is an open structure designed to provide shade for students during lunch and to be used in connection with playground and recreational activities. Along with the multi-purpose room, the lunch shelter facilities become the focal point of after school and vacation recreation programs. It provides a staging area for outside assemblies and other events of a special nature.
- B. Location: Adjacent to the food service unit and multi-purpose room.
- C. Design Criteria:
 1. Covered area to accommodate approximately 1/3 student population seated at lunch tables.
 2. Concrete floor area with provisions for (including floor drains) drainage from daily washdowns.

3. Drinking fountains.
4. Electrical outlets (weather proof /gfi) in the covered areas.
5. Outlets for a steam-cleaning machine.
6. Shade trees should be provided on the perimeter in this area.

XII Outdoor Assembly and Stage

- A. Function: The outdoor assembly and stage area is an open area that provides an assembly area for students to be used in connection with formal, or informal student gatherings, school assemblies and other associated activities.
- B. Location: Adjacent to the multi-purpose room or the combination gymnasium/MPR building.
- C. Design Criteria:
 1. Outdoor stage connected to the indoor stage.
 2. Concrete area with provisions for drainage from daily wash downs.
 3. Drinking fountains.
 4. Electrical outlets (weather proof /gfi).
 5. Outlets for a steam-cleaning machine.
 6. Shade trees should be provided without obstructing the view of the stage.

XIII Gymnasium Building (separate facility if applicable, refer to combination Gymnasium/MPR).

- A. Function: To provide adequate program space for physical education activities as well as after school recreation programs.
- B. Location: The building will be accessible from the playground, the classrooms and from the main entrance to the school. Locate appropriately to facilitate joint use. Provide security for off-hours use.
- C. Design Criteria:
 1. Main gymnasium:
 - a. Provide a full sized high school competition basketball court, striped to accommodate basketball, volleyball and badminton.
 - b. Provide two (2) cross-courts.
 - c. Provide one (1) scoreboard.
 - d. Bleachers for 600 seats at one side only.
 - e. Storage for equipment and supplies.
 - f. Provide drinking fountains at each end.
 - g. Custodian room with mop sink.

2. Shower and Locker Area: Provide shower and lockers for all boys and girls immediately adjacent and with direct access to the gymnasium.
 - a. Showers are not required as part of the program. The District will be required to provide written justification to the Department of Education.
 - b. One (1) small locker (12D" x 12W" x 12H") and one (1) changing locker (12"D x 12"W x 36"H) per student with pad locks, no combination locks.
 - c. Stack lockers 6 high on a concrete curb.
 - d. Lockers should be arranged to maximize supervision from the coach's office.
 - e. Provide adequate toilet facilities.
 - f. Provide drinking fountains.

3. Coach's Office: Provide separate offices for men and women coaching staff.
 - a. Offices should be raised if possible.
 - b. Provide space for three (staff desks with an administrative drop each.
 - c. Provide shower and lockers for three (3) staff.
 - d. Provide space for a staking type washer and dryer.
 - e. Provide storage for extra PE clothing and a pass thru window for distribution.

4. Equipment and Storage room:
 - a. Direct access from coach's offices, locker rooms and exterior.
 - b. Dutch door
 - c. Space for one (1) desk with administrative drop.
 - d. Shelving for equipment and supplies
 - e. Space for equipment carts.

5. PE Classroom:
 - a. Adjacent to the gymnasium with direct access to gymnasium and exterior hardcourt area.
 - b. Sized to accommodate 52 students for PE instructional support.
 - c. VCT flooring.
 - d. Sixteen (16) feet of whiteboard.

XIV Combination Gymnasium/MPR Building

The District will make the determination between a combination gymnasium/MPR or separate multi-purpose and gymnasium facilities at the time each school is planned.

- A. Function: Same as the multi-purpose and gymnasium buildings
- B. Location: Same as the multi-purpose and gymnasium buildings
- C. Design Criteria: It is intended that the criteria be the same as the multi-purpose and gymnasium buildings, including a stage. It is understood that some features, such as the flooring, may need to be adjusted to meet the specific requirements of a combination type facility.

XV Exterior Physical Education Facilities

- A. Function: To provide for a well-planned and adequate program for physical education activities for rhythms and games.
- B. Location: Shall be determined in relation to building locations, parking areas, and traffic/street configurations. Building site placement has first priority.
- C. Design Criteria:
 1. Located to provide unobstructed game areas that can be easily supervised.
 2. All school sites will have playground spaces divided between hard surface and grass as appropriate.
 3. Location of high noise level games away from classroom areas.
 4. The hardcourts and play fields shall sized be in accordance with CDE recommendations wherever possible.
 5. Room for growth shall be provided in the event of increasing school enrollment.
 6. Rubberized material for ADA access paths to equipment as required.
 7. Provide building mounted security lighting, manually switched, at hardcourt areas.
 8. Provide power on buildings adjacent to hardcourt area.
 9. Provide 52 student numbers immediately adjacent to the locker rooms.
 10. Ball walls will be on the storage containers.
 11. The following courts and fields shall be provided:
 - a. Ten (10) basketball courts with volleyball standards.
 - b. Four (4) baseball/softball fields.
 - c. Three (3) soccer fields.
 - d. Running lane with no curb.
 - e. Football field is not required.
 12. Exterior Storage:
 - a. Space for storing equipment carts.
 - b. Accessible form both ends

- c. Located in storage container adjacent to the hardcourt areas

XVI. Sanitary Facilities

- A. Function: To provide sanitary facilities for students and staff.
- B. Location: The units will be located to provide accessibility and ease of supervision. Access from the hardcourts, playfields and classrooms is required. Locate high volume restrooms adjacent to the lunch areas.
- C. Design Criteria:
 - 1. Number in conformance with Title 5CCR and CPC table 4-1.
 - 2. Electric hand dryers in lieu of paper towels, glass mirrors in student restrooms, glass mirrors for staff.
 - 3. Disabled persons accessible.
 - 4. Outside drinking fountains.

XVII. Landscape Requirements

- A. Function: Schools will be landscaped on the basis of individual need, with consideration being given to educational value, functional use of the school plant, terrain, community development, city code requirements and economy of installation and maintenance. Building and grounds maintenance schedules shall be established within the resources of the district maintenance and operations department on regular cycles that meet conditions of reasonable capital investment.
- B. Location: Throughout site
- C. Design Criteria:
 - 1. Lunch Shelter: Trees will be grouped to provide a shaded overflow lunch area.
 - 2. Physical Education Yard: Trees will be located approximately 45' apart on the outside perimeter of the yard and a minimum of 8' in from the property line.
 - 3. Streets: Trees will be located along streets as per city requirements unless parkway includes trees.
 - 4. All tree wells will be provided with irrigation with either sprinkler or bubbler head.
 - 5. Soil erosion shall be a major design consideration to prevent need for cleanup and removal.
 - 6. Plants or vines will be allowed to grow on or over large retaining walls.

7. Turf areas will be accessible with district mowing equipment on an easily maintained slope and shall be maximized in lieu of planter areas.
8. Trees near the buildings & on the west, south, or east exposure shall be deciduous.
9. Irrigation system shall be designed to accommodate future connection to reclaimed water system.
10. Plant material shall be selected from the District's approved list.
12. The design of walls, benches, steps, and ramps should discourage skateboarding wherever possible.

XVIII. Operations/Custodial

- A. Function: Operations is the central receiving and storage station for the school and is the base for the plant manager.
- B. Location: Located so as to have access to classroom area with adequate street access, driveway and truck delivery area.
- C. Design Criteria:
 1. Storage area will be approximately 18'x20' in size.
 2. Outdoor receiving area will be approximately 24'x24' in size.
 3. 2-3' wide doors leading from receiving area to storage area.
 4. Storage area to have mop sink with hot/cold water.
 5. Storage area to house portable adjustable metal shelving, tool rack and locker.
 6. Satellite closets throughout the campus to hold a hand truck, carts, cleaning supplies and a mop sink. Locate adjacent to toilet rooms wherever possible.
 7. The main custodial room will include a hard-wired connection to a public-switched telephone network.
 8. The main custodian room shall have space for one (1) computer station with an administration drop.
 9. Mechanical rooms shall be air conditioned and vented.

XIX General

- A. Walkways are to be covered. This space is to be used prudently and economically.
- B. Other agencies and documents that may have standards that impact design
 1. California Department of Education- Title 5.
 2. Division of the State Architect/Field Act.
 3. Title 24, Part 6 California Energy Commission.
 4. County Health Department.

5. Various Utilities.
6. Local Fire Department.

XX. Network Criteria

A. Design Criteria:

1. Comply with District standard technology specifications.
2. Classroom:
 - a. Wireless Access and Projector
 - i. 1 access point in ceiling
 - ii. 1 power over Ethernet port
 - iii. 1 drop in ceiling for access point with enough slack to be pulled to any corner of the room
 - iv. 1 drop in ceiling for projector
 - b. Teacher data drops: 2 drops at designated teacher desk
 - c. Miscellaneous: 2 drops
 - d. Clock/Bell/Speaker: 1 drop
 - e. Promethium Board: 2 drops
3. Administrative:
 - a. Administrative drop shall consist of)four (4) data jacks per outlet.
4. The main data room shall be not less than 200 square feet and shall be separate from the electrical room. The main telephone room shall be not less than 100 square feet.

**Board Meeting Agenda
February 21, 2012**

Topic: Design for the Ramona High School Entry Element and Shade Structure

Presented by: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Responsible

Cabinet Member: Kirk R. Lewis, Ed.D., Assistant Superintendent Operations

Type of Item: Action

Short Description: The Board of Education will be asked to approve the design and cost estimate for the Ramona High School entry element and shade structure.

DESCRIPTION OF AGENDA ITEM:

The Operations/Board Subcommittee has approved the design and cost estimate for the entry element and shade structure for Ramona High School. This project is the remaining element for the interior landscape project.

FISCAL IMPACT: Funded by Measure B

RECOMMENDATION: It is recommended that the Board of Education review and approve the design and cost estimate for the Ramona High School entry element and shade structure.

ADDITIONAL MATERIAL: Entry Element and Shade Structure Renderings.

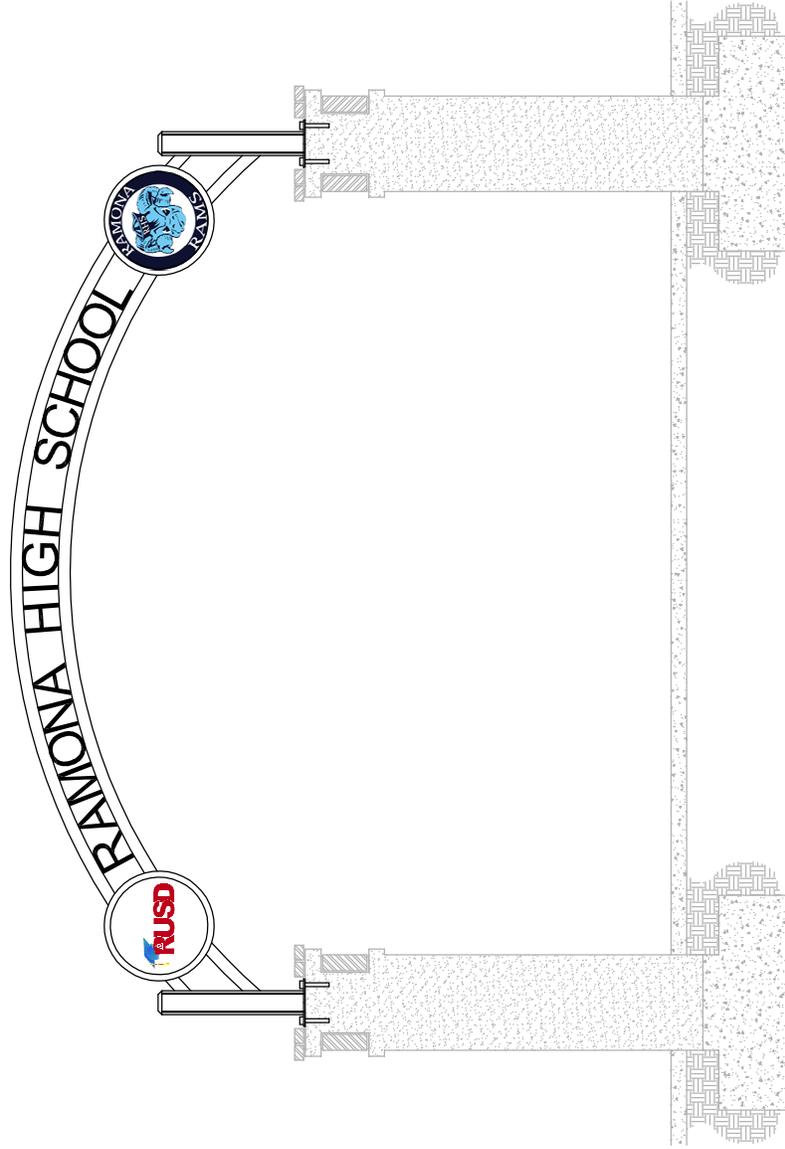
Attached: Yes

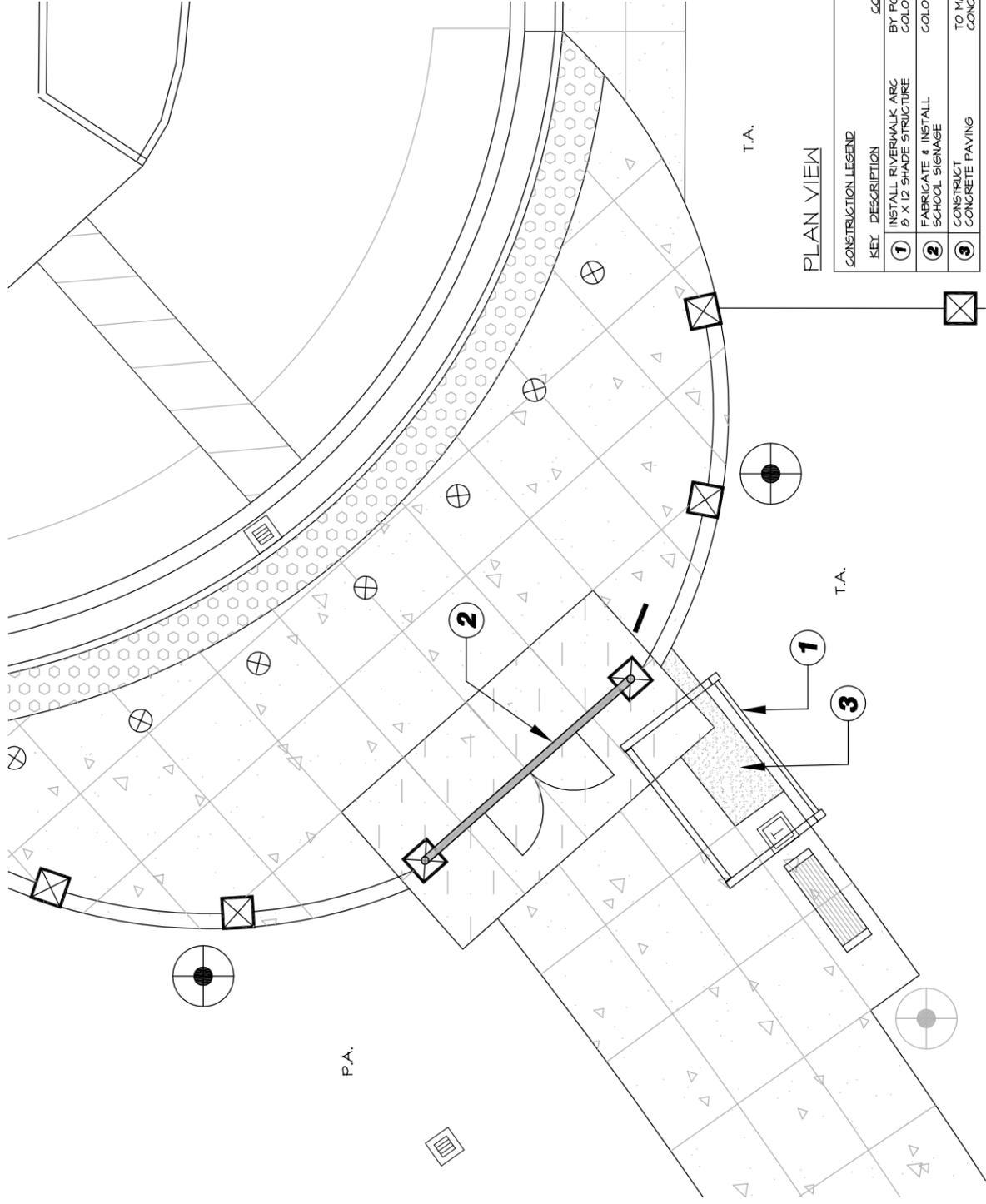


Preliminary Statement of Probable Cost for Ramona High School Gateway Element

Prepared by IDLA, Inc. on November 4th, 2011, Based on Exhibit Drawing Dated October 20th, 2011

INDEX #	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	TOTAL
1100	LANDSCAPE CONSTRUCTION					
1.11	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
1.13	Remove and Replace Turf	1	LS	\$ 150.00	\$ 150.00	\$ 150.00
1.14	Adjust Existing Irrigation	1	LS	\$ 500.00	\$ 500.00	\$ 500.00
1.15	Color Concrete Paving	65	SF	\$ 10.00	\$ 650.00	\$ 650.00
1.16	Shade Shelter	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
1.17	School Signage	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
1.18	Permits & Inspection	1	ALLOW	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
				SUBTOTAL	\$ 27,300.00	\$ 27,300.00
	LANDSCAPE CONSTRUCTION SUBTOTAL					\$27,300.00
				SUBTOTAL		\$27,300.00
	SOFT COSTS (DESIGN, ENGINEERING, CONSTRUCTION ADMINISTRATION)					\$12,240.00
				10%CONTINGENCY		\$2,730.00
	GRAND TOTAL					\$42,270.00

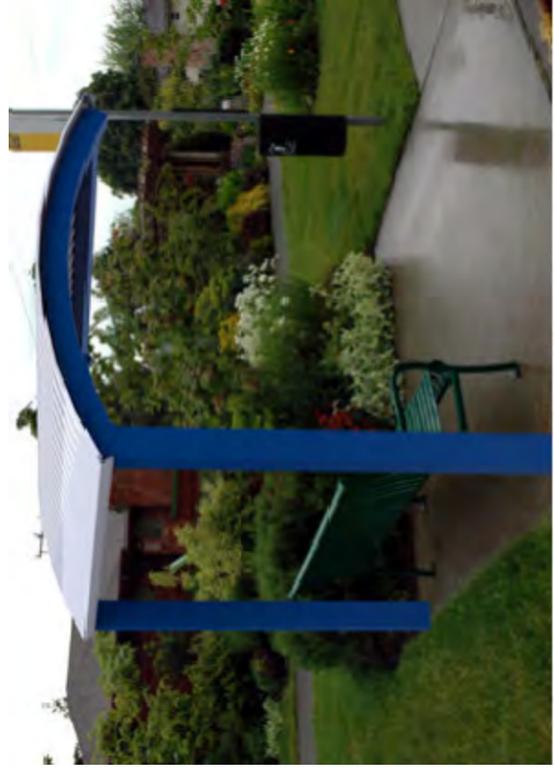




PLAN VIEW

KEY	DESCRIPTION	COMMENTS
1	INSTALL RIVERWALK ARC & X 12 SHADE STRUCTURE	BY POLIGON PARK ARCHITECTURE COLOR: BLACK POST AND ROOF
2	FABRICATE & INSTALL SCHOOL SIGNAGE	COLOR: BLACK
3	CONSTRUCT CONCRETE PAVING	TO MATCH ADJACENT CONCRETE PAVING

P.A. = PLANTING AREA
T.A. = TURF AREA



RWA 8X12

SHADE STRUCTURE IMAGE



SHADE STRUCTURE AND SIGN PERSPECTIVE 1



SHADE STRUCTURE AND SIGN PERSPECTIVE 2

i d l a

Ian Davidson, Landscape Architecture
3547 MARKET STREET
RIVERSIDE, CA 92501
951 683 1283 • FAX 951 683 4352
E-MAIL: IDAVIDSON@DLAINC.COM
REGISTRATION NO. 2651

PROJECT
RAMONA H.S. INTERIOR
LANDSCAPE RECONST.

SHEET TITLE
GATEWAY ELEMENT
EXHIBIT

APPROVAL

EXHIBIT: IB

SCALE: 1" = 10'

DATE: 10/20/11

DRAWN BY: JM

SHEET NO. 1 OF 1



**Board Meeting Agenda
February 21, 2012**

Topic: Landscape Architect Recommendation

Presented by: Janet Dixon, Director, Planning and Development

Responsible
Cabinet Member: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Type of Item: Action

Short Description: The Board of Education will be asked to approve the staff recommendation for the Landscape Architect for the athletic field renovation projects at Chemawa, Amelia Earhart, and Sierra Middle Schools and future projects.

DESCRIPTION OF AGENDA ITEM:

Operations staff has completed the interview process for identifying a landscape architect for the athletic field renovation projects at Chemawa, Amelia Earhart, and Sierra Middle Schools and future projects to be determined. After reviewing proposals for Landscape Architectural Services from nine firms, three were invited to interview. Following the interview, two firms were invited to respond to follow up questions and had references checked. Staff recommends that Ian Davidson, Landscape Architects (IDLA), be awarded the design of the three athletic field renovation projects, and that RHA Landscape Architects be considered for potential future work.

The Operations/Board Subcommittee has reviewed and concurs with the staff recommendation.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve Ian Davison, Landscape Architects Inc. (IDLA) as the Landscape Architect firm for the Chemawa, Amelia Earhart, and Sierra Middle Schools athletic field renovation projects and approve RHA Landscape Architects for potential future work.

ADDITIONAL MATERIAL: No.



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda February 21, 2012

Topic: Consideration of 2012 California School Boards Association (CSBA) Delegate Assembly Election

Presented by: Rick Miller, Ph.D., District Superintendent

Responsible
Cabinet Member: Rick Miller, Ph.D., District Superintendent

Type of Item: Action

Short Description: Election material for the CSBA Delegate Assembly Subregion 18A has been received.

DESCRIPTION OF AGENDA ITEM:

The names of the candidates running for the California School Boards Association's Delegate Assembly are listed below. A biographical sketch for candidates and a copy of the ballot is attached. The Board may cast no more than six votes for the six vacancies in CSBA's Subregion 18A.

The candidates are:

Jerry Bowman (Menifee Union School District)*
Lynne Craig (Riverside County Office of Education)*
Thomas D. Elliott (Perris Elementary School District)
Ben Johnson II (Alvord Unified School District)
William James Sanborn (Bill) (Hemet Unified School District)*
Wraymond Sawyerr (Val Verde Unified School District)

*denotes incumbent

The original ballot form must be postmarked by Thursday, March 15, 2012.

FISCAL IMPACT: None

RECOMMENDATION: The Board of Education may cast its vote for up to six candidates for the CSBA Delegate Assembly Subregion 18A.

ADDITIONAL MATERIAL: 2012 CSBA Delegate Assembly Election material.

Attached: Yes

**TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE THURSDAY, MARCH 15, 2012**

January 31, 2012

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Boards of Education

FROM: Jill Wynns, President

SUBJECT: 2012 CSBA Delegate Assembly Election
U. S. Postmark Deadline – Thursday, March 15, 2012



Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or board clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15. No exceptions are allowed.**

Election results will be available no later than Monday, April 2. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2012 – March 31, 2014. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Monday, April 2. Please do not hesitate to contact Michelle Neto in the Administration department at (800) 266-3382 should you have any questions. Thank you.

3100 Beacon Boulevard
P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 | FAX (916) 371-3407

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **THURSDAY, MARCH 15, 2012**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2012 DELEGATE ASSEMBLY BALLOT
SUBREGION 18-A
(Riverside County)

Number of vacancies: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2012 – March 31, 2014

**denotes incumbent*

- Jerry Bowman (Menifee Union SD)*
- Lynne Craig (Riverside COE)*
- Thomas D. Elliott (Perris ESD)
- Ben Johnson II (Alvord USD)
- William James Sanborn (Bill) (Hemet USD)*
- Wraymond Sawyerr (Val Verde USD)

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

Region 18 – Jesus M. Holguin, Director (Moreno Valley USD)
21 Delegates (16 elected/5 appointed)

Below is a list of all the current Delegates from this Region.

Subregion A

Justin Blake (Palm Springs USD), term expires 2013
Jerry Bowman (Menifee Union ESD), term expires 2012
Gayle Cloud (Riverside USD), appointed term expires 2013
Robin J. Crist (Murrieta Valley USD), term expires 2013
Deborah Dukes (Banning USD), term expires 2012
Tom Hunt (Riverside USD), appointed term expires 2012
Memo Mendez (Jurupa USD), term expires 2013
Bill Newberry (Corona-Norco USD), appointed term expires 2013
John I. Norman (San Jacinto USD), term expires 2013
Vincent O’Neal (Temecula Valley USD), term expires 2013
Mark Orozco (Beaumont USD), term expires 2013
William Sanborn (Hemet USD), term expires 2012
Cathy L. Sciortino (Corona-Norco USD), appointed term expires 2012
Tracey B. Vackar (Moreno Valley USD), appointed term expires 2013
Vacant, term expires 2012
Vacant, term expires 2012
Vacant, term expires 2012

Subregion B

Ralph Fernandez (Brawley Union HSD), term expires 2013
Diahna Garcia-Ruiz (Heber ESD), term expires 2013
Frances A. Terrazas (El Centro ESD), term expires 2012

County Delegate

Lynne Craig (Riverside COE), term expires 2012

Counties

Riverside (Subregion A)
Imperial (Subregion B)



CSBA

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Mr. Jerry Bowman</u>	CSBA Region/Subregion: <u>18</u> / <u>18A</u>
District or COE: <u>Menifee Union School District</u>	Years on board: <u>3</u> ADA: <u>8583*</u>
Contact Number: <u>909 240 3223</u>	E-mail: <u>JerryBowman.consulting@gmail</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If you, how long have you served as a Delegate? <u>2 years</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Continued transparency of CSBA leadership and activities. CSBA does a tremendous job of being an advocate for local school boards, Districts, and students. I do not want that good work to be interrupted by political and internal problems.
2. Continued efforts to revise District funding through all legal means possible.
3. Continued efforts to improve the education of students by being proactive in creating policy and legislation in those efforts. For example, lawsuits to change funding, Linked Learning policies, policies on local budget control, etc.

It is important for the Association to continue to emerge as THE educational voice in California.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

As an active member of CSBA, I have been involved in letter writing, surveys, conferences, and meetings through Facebook, email, and in person. I am involved in the Riverside County School Boards Association, local educational activities, and actively involved with the Riverside County Office of Education.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am currently the President of the Menifee Union School District Governing Board after serving as the Vice-President and Clerk. I am currently a CSBA Delegate and a member of the CSBA Linked Learning Task Force. I feel I have been an important voice as a member of the delegation and would love to continue my involvements in CSBA.

*NOTE: ADA is a projected figure.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Jerry Bowman Date: 11-22-11
Brenda E. Martin, Secretary

Resume

Mr. Jerry Bowman
MUSD Trustee
909-240-3223
JerryBowman.Consulting@gmail.com

Current **Trustee to the Menifee Union School District Governing Board** – Currently serving as President.

CSBA Delegate – Currently serving my first 2 year term.

Educational Consultant – Bowman Consulting, INC
Improving Student Achievement through Targeted Curriculum, Intervention, and Collaboration
Associations include Riverside County Office of Education, InnovateED, and various Riverside County School Districts. Duties include PLC Coaching, Educational Mentoring, teacher training, DAIT and SAIT facilitator, and working with schools/districts to improve their API/AYP.

I am a proud U.S. Army Veteran (82nd Airborne) and a father of three daughters, two step-sons, a son-in-law, a daughter-in-law, and two granddaughters.

9/76 – 6/07 **Secondary Teacher** grades 7-12, Chemawa Middle School, Elsinore High School, Rubidoux High School, Jurupa Valley High School, and Patriot High School. Assignments have included Mathematics, Psychology, World History, Counselor, Coaching, BTSA, School Site Council, Department Chair, and Intervention Coordinator.

5/04 – 6/07 **SAIT, WASC, and Math Instructional Coordinator** – *Rubidoux High School*, Jurupa Unified School District, Riverside, CA 92509.

SAIT duties include creating, organizing, and implementing the SAIT corrective actions for the math department and the rest of the school, completing certification training in Making Standards Work and Data-Driven Decision Making/Data Teams, completing all of AB466 training, overseeing Data Teams, Student Placements, Intervention programs, working with the administration on the Master Schedule, meeting with the County SAIT Team, and participating on the District/School Leadership Team (DSLTL or DAIT).

WASC duties include being a member visiting WASC teams, organizing and overseeing the WASC self-study process, facilitating the WASC Focus Groups, and writing of the WASC Self-Study report for Rubidoux High School.

Math Coordinator and Math Coach duties include overseeing the SAIT process described above, designing and implementing math (and English) intervention programs, working with all teachers on effective learning strategies, observing and mentoring new and struggling teachers, and being the liaison between the school and the District to help coordinate consistency of programs district wide.



CSBA

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Lynne Craig</u>	CSBA Region/Subregion: <u>18</u> / <u>A</u>
District or COE: <u>Riverside County Office of Education</u>	Years on board: <u>11</u> ADA: <u>36,000</u>
Contact Number: <u>951-275-9975</u>	E-mail: <u>lcraig@rivcoeda.org</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>5 yrs.</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Adequate Funding - as an organization we need to lobby and promote education as a priority and fully fund what is necessary to educate a student.

Leadership Training - prepare elected school board members perform their duties and promote quality education for all students. Members of CSBA should be knowledgeable about the many issues and legislation aspects of education and be education leaders in their community.

Close the achievement gap - it is essential for students to be able to meet the education standards in order to compete in the job market and/or continue to higher education. CSBA continues to speak out on the best methods to achieve this and produces data clearly showing our current status.

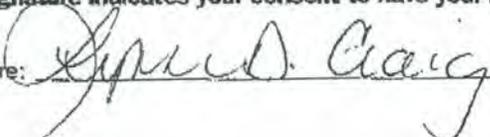
Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

President of CCBE
 Member of the Conference Committee
 Vice President and Past President of CCBE
 FRN Conference attendee and Government Relations Committee
 Riverside County School Boards Association - Secretary and Vice President
 I have served for 7 years as a member of the Advisory Council to First 5 Riverside.
 I was an active member of PTA leadership for 17 years
 Have received the Honorary Service and Continuing Service Awards.
 President of Riverside County Board of Education
 CCBE Legislative Committee

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have been a consistent and active member of the Delegate Assembly. I have participated in voting privileges of the Delegate Assembly. As a "seasoned" board member, I feel I have set an example to new delegates and understand the responsibilities of a delegate.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 1/9/2012



2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Thomas D.Elliott</u>	CSBA Region/Subregion: <u>18</u> / <u>A</u>
District or COE: <u>Perris Elementary School District</u>	Years on board: <u>4</u> ADA: _____
Contact Number: <u>(951)442-5287</u>	E-mail: <u>elliottcmu@aol.com</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If you, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Strive to develop more local control of schools.
2. Educate the public on the true research based educational practices.
3. Continue to strive to improve the quality of education for all students in the state of California.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

1. I have been a motivator for improving the quality of education in our district. Our district has added a math science magnet elementary school and a K-8 charter school that stresses the arts, physical education and technology.
2. I have served on the district budget team.
3. I believe in developing a positive relationship with the district teachers. I have worked with them in helping to better educate our children and have seen our district move to interest based bargaining.
4. I have served on our AGB (Alternative Governance Board) I have see our test scores rise dramatically over the past 4 years.
5. I have been an active promoter of technology in the classrooms.
6. I believe in empowering the teachers to be innovative in helping educate students for ther future not our past.
7. I am a strong advocate for teaching our students foreign languages that will better prepare them to live in a mobil society both nationally and internationally.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have been involved in the field of education for 44 years. I was a teacher for 27 years. I had experience in elementary, middle and high school. I was chairman of the social studies department for 10 years. I was chairman of the Language arts department for 4 years. I served as the head of the middle school saftey committee for 12 years. I served on district strategic planning committee for 4 years and served as a co-chair in the area of communication. I served on the CIF Board of Directors for 5 years. I was also a principal for 12 years. I currently serve as a Faculty supervisor for student teachers for the University of Phoenix. My wife was a teacher for 38 years and all three of my children serve in the honored profession of teaching. I am committed to quality education for all students. I believe this quote by William Feather best describes me. "Remember that today is your opportunity. Tomorrow is some other fellow's."

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Thomas D. Elliott Date: 12/8/2011

RESUME

Thomas D. Elliott

782 De La Luz Circle

Perris CA. 92571

DEGREES:

BS with a major in social sciences and minors in history, physical education and education from Central Michigan University 1968

Master of Arts in Supervision of Student Teaching Central Michigan University 1971

Administrative credential from Cal Baptist 2000

PROFESSIONAL EXPERIENCE

2007-present University of Phoenix/Perris Elementary School District

1. I supervise student teachers for the University of Phoenix. I teach grad level education classes.
2. School Board member for Perris Elementary School District
 - A. Serve on finance committee
 - B. Served on committee to establish a dependent charter school for performing arts
 - C. Serve on our Alternative Governance Board.

1968-2007

I had the privilege of spending 27 years as a classroom teacher and 12 years as a principal. I was a coach, department chair and served as peer evaluator, head of safety committee, several state accreditation teams (WASC), chaired school site councils, served on CIF Board of Directors, school steering committees and served on district strategic planning committee.



CSBA

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

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Name: <u>Ben Johnson II</u>	CSBA Region/Subregion: <u>18</u> / <u>A</u>
District or COE: <u>Alvord</u>	Years on board: <u>16</u> ADA: <u>18,366</u>
Contact Number: <u>951-316-9615</u>	E-mail: <u>Childrn1st@Aol.Com</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

- 1) Advocating for greater local control
- 2) Higher level of communication and visibility with local districts
- 3) Connecting Board members throughout Region with an emphasis on sharing best "governance practices".

I believe the items identified above are aligned with the roles & responsibilities of delegate assembly member.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I have served on the Alvord Board of Ed. for sixteen years. I initially became involved with educational issues due to my role as director of a non-profit organization. Homeless Outreach focused on providing resources to students that were transitionally homeless. My experiences there reconfirmed that even in extreme circumstances every child is capable of learning and success. I am therefore visible, accessible, and an active member of the community not just Alvord.

Understanding that Board members must be proactive. We must also know our roles. One of my priorities over the past few years is to help keep our Board focused on our role as a governance body. We have had six superintendents in the past fifteen years. The issue of Board's micromanaging districts is not unique to Alvord. However, preventing the experts from doing their job prevents us from being the best we can be.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

During my sixteen years as a Board member I have witnessed good times and bad. Clearly the past three years have been like no other. However, even with cuts and less resources our children can be successful. However, we must be collaborative. and stop re-inventing the wheel in every district. Now more than ever we must be learning from each other. I have also developed relationships with elected officials at the various levels in the community. I plan on regularly engaging them with educational issues that CSBA has agreed to champion.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Ben Johnson II  Date: 12-16-11

Digitally signed by Ben Johnson II
DN: cn=Ben Johnson II, ou=Board of Education, email=Childrn1st@Aol.Com, c=US
Date: 2011.12.15 17:43:09 -0800

Ben Johnson



Putting Children First

School Board Trustee Ben Johnson has served on the Alvord Board of Education for sixteen years . During that time the district has experienced positive advances in academics and facility improvement at all schools in the district.

In addition to his service as an Alvord Trustee, Ben has a legacy serving our community. He is a committed citizen who has already established himself with a distinguished record of volunteer and community service efforts. His dedicated volunteer work has earned him recognition as the recipient of the Outstanding Citizen Award for Riverside County, and the Volunteer of the Year Award from the JC Penney Points of Light Program.

His service to the community is not limited to the Alvord community. Ben has served in a variety of leadership and service roles including the Riverside Community Health Foundation Board of Directors, Vice-Chair of both the Human Relations Committee and the City of Riverside Charter Review; a member of the Riverside Blueprint for Diversity, Raincross Group, a member of the Board of directors for the Youth Service Center; Director of Homeless Outreach and President of the Sigma Alpha Epsilon Alumni Association.

Ben continues to focus his efforts on student achievement, school safety, and retaining and attracting the best employee talent. His focus on these core areas will enable the district to move forward even in these difficult economic times. Ben earned his Bachelor's degree from the University of California at Irvine. He is currently a regional sales manager with WorkflowOne. Ben's faith and his family are his priority. He and his wife Stacy were married in 1991 they have four daughters Rebekah, Anastacia, Rachel, and Abigail. They are active members of their church Calvary the Cross in Riverside. Call now! (951)687-8128 or email at Childm1st@Aol.Com

You can also follow Ben on Facebook:

https://www.facebook.com/media/set/?set=a.1567239656860.2081564.1111481717#!/home.php?sk=group_112497258831614



2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>William James Sanborn (Bill)</u>	CSBA Region/Subregion: <u>18</u> / <u>A</u>
District or COE: <u>Hemet Unified School District</u>	Years on board: <u>20</u> ADA: <u>21,400</u>
Contact Number: <u>951-659-5228 or 951-236-0024</u>	E-mail: <u>bsanborn@hemetusd.k12.ca.us</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If you, how long have you served as a Delegate? <u>One year</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My involvement in CSBA has been through my district as a participant in various CSBA functions, mainly at the annual conference and legislative sessions. I have attended CSBA functions during my entire tenure, every year, as a trustee, starting in 1991. While I considered running for a position with CSBA many times in the past, my main role as a father to four children was more important. Now that two are gone and the other two are in high school, I feel I can commit the time necessary to serve well in this role. I, along with some of our staff, presented at the 2009 conference. I want to serve in this capacity in order to represent our district at the state level and to keep us better informed and involved in education issues during these tough times. I am doing so with the support of our entire board.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

In the 20 years that I have been a trustee with Hemet USD I have served as president and vice-president five times each. I've served on various committees (facilities, governmental relations, awards & recognitions) and enjoy spending board meeting days visiting our over 30 schools. I have particularly strong interests in the areas of special education (I have a son with Down Syndrome), multi-cultural issues (I have three adopted, mixed-race children), and cross-cultural opportunities (former exchange student and three-time host family). I'd like to think that I bring experience, leadership skills, clear thinking and a little humor to our board's oversight of our district. I have been involved in more district committees and groups than I can really list...or remember.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

My wife and I provide emergency and vacation housing for the Idyllwild Arts Academy, a local, private residential arts high school. These students, from the US and all over the world, sometimes need housing during school breaks. We also act as their "halfway house" when a student is suspended for an infraction, or when they are facing expulsion, during which time they are not allowed on campus while they await their hearing. As a result, we have had some wonderful experiences, and some not-so-wonderful, assisting these high school students as they face some difficult times. We have literally housed hundreds of kids from all over the world since starting this in 1987. I also enjoy being at the beck and call of our local schools, should they need someone to fill the role of referee, umpire, judge or the like.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: 12/6/11



CSBA

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Wraymond Sawyerr</u>	CSBA Region/Subregion: <u>18</u> / <u>A</u>
District or COE: <u>Val Verde Unified School District</u>	Years on board: _____ ADA: <u>20,000</u>
Contact Number: <u>951-488-2507</u>	E-mail: <u>wsawyerr@valverde.edu</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

As a member of the Delegate Assembly, my educational priorities would be:

- Bridging the educational gap in curriculum
- Financial integrity
- Strategic planning and communication

These educational priorities are vital and important to the association because they build upon one another and must be addressed to provide school children quality educations.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Currently, my involvement/activities/interests include:

- School Board Member-active and vigilant recommendations for the Val Verde Unified School District
- Community Action Commissioner-recommendations provided to the County Supervisor in relation to moving individuals out of poverty.
- On the board of Safety/Traffic issues-recommendations provided to the City Council regarding Traffic and Safety throughout the city.
- Various other community organizations

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am interested in becoming a Delegate because I want the ability to bring CSBA Board of Directors and Staff beneficial information in relation to my community. The information provided will bridge the educational gap regarding the children in my area. I will be able to provide valuable contributions because I am proactive and visible throughout my community and I understand the strengths and weakness of our neighborhoods.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

1-3-12



**Board Meeting Agenda
February 21, 2012**

Topic: California School Boards Association (CSBA) Delegate Assembly Riverside Unified School District Appointment

Presented by: Rick Miller, Ph.D., District Superintendent

Responsible
Cabinet Member: Rick Miller, Ph.D., District Superintendent

Type of Item: Action

Short Description: The Board of Education is being asked to either reappoint Mr. Tom Hunt or to appoint a new representative to CSBA's Delegate Assembly.

DESCRIPTION OF AGENDA ITEM:

According to CSBA's Bylaws and Standing Rules, the Board is entitled to appoint representatives to CSBA's Delegate Assembly. Currently the District's delegates are Gayle Cloud, whose term expires on March 31, 2013, and Tom Hunt, whose term expires on March 31, 2012. **CSBA is requesting Riverside's Governing Board to either reappoint Mr. Hunt or to appoint a new representative to CSBA's Delegate Assembly to fill this position.**

The CSBA Delegate Assembly sets the general policy direction for the association. Delegates fulfill a critical governance role by communicating the interests of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements as needed. They also speak on issues and provide direct advocacy on behalf of the association.

There are normally two Delegate Assembly meetings each year, one in May prior to the Legislative Action Conference, and one preceding the CSBA Annual Education Conference in December.

The District must submit the attached CSBA 2012 Delegate Appointment Form and the 2012 Appointed Delegate's Biographical Sketch by Friday, March 9, 2012.

FISCAL IMPACT: None

RECOMMENDATION: The Board of Education is being asked to appoint a representative to CSBA's Delegate Assembly to fill this position.

ADDITIONAL MATERIAL: 2012 Appointments to CSBA Delegate Assembly material.

Attached: Yes



Board ACTION Required – Please deliver to all members of the governing board.

February 8, 2012

MEMORANDUM

TO: Superintendent and Board President

FROM: Jill Wynns, President

SUBJECT: **Appointments to CSBA Delegate Assembly**

According to CSBA's Bylaws and Standing Rules your board is entitled to appoint representatives to CSBA's Delegate Assembly for a two-term beginning April 1, 2012 through March 31, 2014. Please vote to re-appoint your current Delegate or appoint another member of your board by completing the attached appointment form and also the biographical sketch form and returning it via fax (916.669.3305) or e-mail the forms to Michelle Neto at mneto@csba.org no later than **Friday, March 9, 2012**. A list of all the appointed Delegates and their terms are attached.

There are two Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December. Each Delegate is required to attend these two meetings each year.

For further information about the Delegate Assembly, please contact Michelle Neto in the Executive Office at (800) 266-3382.

Thank you.

Attachments

- Appointment Form
- Biographical Sketch Form
- List of all Appointed Delegates

3100 Beacon Boulevard
P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691
FAX (916) 371-3407

Appointed Delegates Whose Term Expires In 2012

Below are the names of all appointed Delegates. **Delegates with terms that expire in 2012 are in bold.** If your district's or COE's Delegate's name is in bold, your board must submit the attached form reappointing the board member listed below or appointing a new board member to serve. The form is **due by Friday, March 9, 2012**; it may be mailed or faxed to 916.371.3407 or 916.669.3305, attention Michelle Neto.

REGION/SUBREGION COUNTY	DISTRICT/COE APPOINTED DELEGATES	NAME
Region/Subregion 5A County: San Francisco	District: San Francisco County & USD Appointed Delegates: 3	(13) Emily M. Murase (13) Rachel P. Norton (12) Norman Yee
Region/Subregion 6B County: Sacramento	District: Elk Grove USD Appointed Delegates: 2	(13) Jeanette Amavisca (12) Vacant
	District: Sacramento City USD Appointed Delegates: 2	(13) Diana Rodriguez (14) Darrel H. Woo
	District: San Juan USD Appointed Delegates: 2	(12) Lucinda E. Luttgen (13) Larry Miles
Region/Subregion 7A County: Contra Costa	District: Mt. Diablo USD Appointed Delegates: 2	(12) Gary L. Eberhart (13) Linda Mayo
	District: West Contra Costa USD Appointed Delegates: 1	(13) Charles T. Ramsey
Region/Subregion 7B County: Alameda	District: Fremont USD Appointed Delegates: 1	(13) Lara York
	District: Oakland USD Appointed Delegates: 2	(12) Noel Gallo (13) Alice Spearman
Region/Subregion 8A County: San Joaquin	District: Stockton USD Appointed Delegates: 2	(12) Gloria J. Allen (13) Sara L. Cazares
Region/Subregion 8C County: Stanislaus	District: Modesto City Schools Appointed Delegates: 1	(13) Nancy Cline
Region/Subregion 10B County: Fresno	District: Clovis USD Appointed Delegates: 1	(13) Brian D. Heryford
	District: Fresno USD Appointed Delegates: 2	(13) Valerie F. Davis (12) Carol Mills
Region/Subregion 12B County: Kern	District: Kern Union HSD Appointed Delegates: 1	(13) Martha Miller
Region 15 County: Orange	District: Anaheim Union HSD Appointed Delegates: 1	(12) Jan Harp Domene
	District: Saddleback Valley USD Appointed Delegates: 1	(13) Ginny Aitkens
	District: Santa Ana USD Appointed Delegates: 2	(12) Roman Reyna (13) Rob Richardson
Region 15 County: Orange	COUNTY DELEGATE County: Orange COE Appointed Delegates: 1	(13) John W. Bedell
Region/Subregion 16B County: San Bernardino	District: Chino Valley USD Appointed Delegates: 1	(13) Charles E. Dickie
	District: Fontana USD Appointed Delegates: 2	(12) Barbara L. Chavez (13) Leticia Garcia
	District: San Bernardino City USD Appointed Delegates: 2	(13) Sharon Perong (12) Lynda Savage



REGION/SUBREGION COUNTY	DISTRICT APPOINTED DELEGATES	NAME
Region 17 County: San Diego	District: Poway USD Appointed Delegates: 1	(13) Penny Ranftle
	District: Sweetwater Union HSD Appointed Delegates: 2	(12) Bertha J. Lopez (13) Arlie N. Ricasa
	COUNTY DELEGATE County: San Diego COE Appointed Delegates: 1	(13) Susan L. Hartley
Region/Subregion 18A County: Riverside	District: Corona-Norco USD Appointed Delegates: 2	(13) Bill Newberry (12) Cathy L. Sciortino
	District: Moreno Valley USD Appointed Delegates: 1	(13) Tracey B. Vackar
	District: Riverside USD Appointed Delegates: 2	(13) Gayle Cloud (12) Tom Hunt
Region 20	District: San Jose USD Appointed Delegates: 1	(13) Leslie Reynolds
	COUNTY DELEGATE County: Santa Clara COE Appointed Delegates: 1	(12) Leon Beauchman
Region 21 County: Los Angeles	COUNTY DELEGATE County: Los Angeles COE Appointed Delegates: 1	(12) Rudell S. Freer
Region/Subregion 23B	District: Hacienda La Puente USD Appointed Delegates: 1	(13) Jay F. Chen
	District: Montebello USD Appointed Delegates: 2	(13) Vacant (12) Gerri Guzman
Region/Subregion 23C	District: Pomona USD Appointed Delegates: 1	(13) Vacant
Region 24	District: Long Beach USD Appointed Delegates: 2	(12) John McGinnis (13) Felton Williams





2012 Appointed Delegate Assembly Candidate Biographical Sketch Form

Due: Friday, March 9, 2012 (U.S. Postmark or fax – (916) 669-3305, Attn: Michelle Neto)

Please complete this one-page, single-sided biographical sketch form in the spaces provided.

Name: _____	CSBA Region/Subregion: _____ / _____
District Name: _____	Years on Board: _____ ADA _____
Contact Number: _____	Email: _____
Are you a continuing delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the association. As a member of the Delegate Assembly, please describe your top three educational priorities and why they are important to the association.

Another responsibility of delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your involvement, including activities and interests, in your local district or county office.

Why are you interested in becoming a delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to serve as an appointed CSBA Delegate.

Signature: _____ Date: _____

**Board Meeting Agenda
February 21, 2012**

- Topic: Resolution No. 2011/12-46 - Resolution of the Board of Education of Riverside Unified School District In Support of the California Proposition Entitled: Online K-12 Education. College Preparatory Courses. To Provide Opportunity For All California Students on the November 6, 2012 Ballot
- Presented by: Dr. Rick Miller, Superintendent
- Responsible
Cabinet Member: Dr. Rick Miller, Superintendent
- Type of Item: Action
- Short Description: It is recommended that the Board of Education adopt Resolution No. 2011/12-46 – In Support of the California Proposition Entitled: Online K-12 Education. College Preparatory Courses. To Provide Opportunity For All California Students on the November 6, 2012 Ballot.

DESCRIPTION OF AGENDA ITEM:

Currently, there are approximately a million students across the State of California that do not have access to course offerings in their high schools that would allow them to meet the A-G requirements of the University of California system and similar quality institutions of higher education. This proposition has been approved by the California Attorney General and is now seeking signatures and authorization for the November 6, 2012 general election ballot. This initiative has also been called the California Student Bill of Rights before it achieved “Title and Summary” by the State Attorney General and as such was retitled.

If approved, the proposition would provide all students in California with the opportunity to take A-G coursework in a variety of mechanisms including online options. The initiative would intend to address these A-G access/opportunity problems by:

- Providing students access to courses required for admission to the state’s universities
- Allowing students to take blended and online courses offered by any accredited, public school regardless of the student’s residence

- Authorizing school districts to contract with public and private providers, including the Riverside Virtual School, to deliver online courses taught by credentialed teachers
- Authorizing school districts, county offices of education and charter schools to claim average daily attendance funding for student participation in approved online courses
- Establishing the California Diploma that represents completion of the courses required for entrance into the state university systems.

By the analysis of the Attorney General and the Legislative Analyst Office there is some potential for savings in the general costs of education and the belief that there would not be any additional cost.

FISCAL IMPACT: None. No District resources have been allocated to the support of this proposition.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2011/12-46 – In Support of the California Proposition Entitled: Online K-12 Education. College Preparatory Courses. To Provide Opportunity For All California Students on the November 6, 2012 Ballot.

ADDITIONAL MATERIAL: Resolution No. 2011/12-46

Attached: Yes

RESOLUTION NO. 2011/12-46

RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT IN SUPPORT OF THE CALIFORNIA PROPOSITION ENTITLED: ONLINE K-12 EDUCATION. COLLEGE PREPARATORY COURSES. TO PROVIDE OPPORTUNITY FOR ALL CALIFORNIA STUDENTS ON THE NOVEMBER 6, 2012 BALLOT

WHEREAS, studies evidence that one million high school students in California attend schools that do not offer sufficient numbers of courses required for entrance to the state's universities and colleges; and

WHEREAS, existing California law creates barriers that prevent students from accessing courses offered outside of their home school district, including online classes; and

WHEREAS the California Student Bill of Rights Initiative, which is proposed for the November 2012 ballot, would address these problems by:

- Providing students access to courses required for admission to the state's universities;
- Allowing students to take blended and online courses offered by any accredited, public school regardless of the student's residence;
- Authorizing school districts to contract with public and private providers, including the Riverside Virtual School, to deliver online courses taught by credentialed teachers;
- Authorizing school districts, county offices of education and charter schools to claim average daily attendance funding for student participation in approved online courses;
- Establishing the California Diploma that represents completion of the courses required for entrance into the state university systems; and

WHEREAS, according to the official analysis by the California Legislative Analyst's Office, the California Student Bill of Rights Initiative also "potentially saves local school districts hundreds of millions of dollars annually if schools experience efficiencies and widespread participation in the use of online courses"; and

WHEREAS, the official analysis by the California Legislative Analyst's Office states that "to the extent that increased use of online courses results in less demand for school facility space, the California Student Bill of Rights Initiative could also reduce long-term demand for school construction funding."

THEREFORE, BE IT RESOLVED, that the Board of Education of the Riverside Unified School District joins a growing list of public school educators, superintendents and school governing boards throughout California in endorsing the California Proposition Entitled: **ONLINE K-12 EDUCATION. COLLEGE PREPARATORY COURSES.** We further enthusiastically support the signage and passage of this proposition, as a benefit to the residents throughout our great City, the State of California, and the students and youth of Riverside Unified School District.

PASSED AND ADOPTED by the Board of Education of Riverside Unified School District at its regular meeting held on February 21, 2012.

RESOLUTION NO. 2011/12-46

Mrs. Gayle Cloud, President
Board of Education

Dr. Charles L. Beaty, Vice-President
Board of Education

Mrs. Kathy Allavie, Clerk
Board of Education

Mr. Tom Hunt, Member
Board of Education

Ms. Patricia Lock-Dawson, Member
Board of Education