

Gorman Joint School District

49847 Gorman School Road
P.O. Box 104
Gorman, CA 93243
(661) 248-6441 – FAX (661) 248-0604

BOARD OF TRUSTEES

NOTICE OF REGULAR MEETING

AGENDA

August 8, 2017

Gorman School

Closed Session: 3:00 P.M.

Regular Session: 3:30 P.M.

I. CALL TO ORDER

Salute the flag

Roll Call – Members:

Steve Sonder, President
Julie Ralphs, Clerk
Patricia Edwards, Member

Roll Call – Administration:

Johannis Andrews, Superintendent/Principal
Jean Cummings, Business Manager/Consultant
Lise Wastafarro, Accounting/Data Processing Technician

ITEMS FROM THE FLOOR

Please submit a "Request to Speak to the Board of Trustees" for agenda and non-agenda items to the Secretary of the Board prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, no more than twenty (20) minutes on the same subject. This portion of the agenda is for presentations to the Board and not a question and answer period where the Board enters into dialogue. If you have questions for the Board, please provide the Board President with a copy and an administrator will provide answers at a later date.

II. AGENDA

1. Approve the Agenda as presented for August 8, 2017.

Moved by _____ Seconded by _____ Vote: yes ___no___

III. ADJOURN TO CLOSED SESSION

Adjourn to Closed Session at _____ P.M. to discuss personnel, employer/employee relations. (Govt. Code 54957, 54957.6):

1. Personnel (Govt. Code 54957)
2. Employer/Employee Relations (Govt. code 54957.7)
3. Public Employee Discipline/Dismissal/Release/Appointment (Govt. Code 54957)

Moved by _____ Seconded by _____ Vote: yes ___no___

IV. RECONVENED TO REGULAR SESSION

Reconvened to Regular Session at _____ P.M.

Moved by _____ Seconded by _____ Vote: yes ___no___

ACTION FROM CLOSED SESSION (IF ANY)

V. PRESENTATIONS/INFORMATION/DISCUSSION

A. Presentation

B. Information

1. Superintendent/Principal's Report-none at this time
2. Trial Balance by Fund Report Period 1
3. Gorman Learning Center Report-none at this time
4. Gorman Learning Center Regular Session Agenda dated July 26, 2017
5. Gorman Learning Center Regular Session Minutes dated June 28, 2017

C. Comments

1. Board
2. Staff
3. Public-Items from the floor.

D. Discussion

VI. ACTION ITEMS

A. Administrative and Business Office Items:

1. Approve the Minutes of the Regular Meeting July 17, 2017.

Moved by _____ Seconded by _____ Vote: yes ___no___

2. Approve Purchase Orders #16-17-284 through 16-17-293 of which \$807.77 was paid from the General Fund and \$0.00 from other funds.

Moved by _____ Seconded by _____ Vote: yes ___no___

3. Approve Purchase Orders #17-18-01 through 17-18-13 of which \$116.00 was paid from the General Fund and \$0.00 from other funds.

Moved by _____ Seconded by _____ Vote: yes ___no___

4. Approve B Warrants #12554-12560 in the amount of \$3,487.95 (2016-17).

Moved by _____ Seconded by _____ Vote: yes ___no___

5. Approve B Warrants #12551-12553 in the amount of 1,116.00 (2017-18).

Moved by _____ Seconded by _____ Vote: yes ___no___

6. Approve membership dues with Los Angeles County School Trustees Association (LACSTA) for fiscal year July 1, 2017-June 30, 2018, in the amount of \$60.00.

Moved by _____ Seconded by _____ Vote: yes ___no___

7. Approve Agreement for Professional Services between the Gorman Joint School District and Gertrude Monroe, effective August 8, 2017-June 30, 2018, at a daily rate of \$500.00, up to a maximum of 15 days, not to exceed \$7,500.00.

Moved by _____ Seconded by _____ Vote: yes ___no___

8. Approve Agreement for Professional Services between the Gorman Joint School District and Mark Peterson, effective August 1, 2017-June 30, 2018, at an hourly rate of \$75.00, up to a maximum of \$1,500.00.

Moved by _____ Seconded by _____ Vote: yes ___no___

9. Approve Contract for Nursing Services between the Gorman Joint School District and Arcadia Audiometric Associates, Inc., effective August 16, 2017-June 30, 2018, in the amount of \$500.00 per day for 4 days per year for a total amount of \$2,000.00. Each day will equal five hours of service.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

10. Approve Contract for Professional Services between the Gorman Joint School District and Sharon Owen, effective August 1, 2017-June 30, 2018, not to exceed the amount of \$1,000.00 per student for assessments, \$500.00 for CST & review of records and \$50.00 per hr. for counseling.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

11. Approve Food Services Agreement with Santa Clarita Valley School Food Services Agency, effective July 1, 2017-June 30, 2018.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

12. Approve paid meals purchased for breakfast to increase from \$2.75 to \$2.80 and lunch to increase from \$4.25 to \$4.35, effective August 16, 2017-June 8, 2018.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

13. Approve breakfast reduced meal price to increase from \$.50 to \$.55 and lunch reduced meal price to increase from \$.75 to \$.85, effective August 16, 2017-June 8, 2018.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

14. Approve Lease Agreement between Canon Financial Services, Inc. and the Gorman Joint School District. Canon Copier equipment meets the current district standards and is covered by NAFSA ValuePoint No. 3091 and the State of California Participating Addendum No. 7-15-70-23. Piggybacking allows us to lease Canon Copier equipment meeting current standards while also meeting code equipment for bidding.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

15. Approve the 2016-17 Consumer Confidence Report.

Moved by _____ Seconded by _____ Vote: yes ___ no ___

16. Approve transfer of \$100,000.00 from the General Fund (01.0) to the Deferred Maintenance Fund (14.0) for the 2016-17 school year.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

B. Personnel:

17. Approve Personnel Report #02-17-18.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

C. Board Policy

VII. ADVANCE PLANNING

The next regular meeting of the Board of Trustees will be held Tuesday, September 12, 2017 at 3:00 P.M. closed session and 3:30 P.M. regular session.

Items for next meeting

1. _____ 2. _____

VIII. ADJOURNMENT

Approve adjournment at _____ P.M.

Moved by _____ Seconded by _____

Vote: yes ___ no ___

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 01.0--General Fund
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit
1300	Cert Supervisors & Admin Sal	6,266.95	0.00
1310	Cert Supervisor & Admin Sal-FT	5,800.00	0.00
	Total for Major Object: 1000	12,066.95	0.00
2130	Instruct Aide Sal-Hourly/Daily	1,000.00	0.00
	Total for Major Object: 2000	1,000.00	0.00
3111	STRS, Certificated Positions	1,669.11	0.00
3331	Medicare, Cert Positions	118.90	0.00
3332	Medicare, Class Positions	14.50	0.00
3412	Hlth & Wlfr Benefits, Class	1,000.00	0.00
3511	State Unemploy Insur, Cert Pos	6.03	0.00
3512	State Unemploy Insur, Clas Pos	0.50	0.00
3611	Worker Comp Insur, Cert Pos	164.11	0.00
3612	Worker Comp Insur, Class Pos	13.60	0.00
3999	Benefits-Error	56.07	0.00
	Total for Major Object: 3000	3,042.82	0.00
5940	Communication -Postage	116.00	0.00
	Total for Major Object: 5000	116.00	0.00
8011	Rev Limit State Aid-CYr	0.00	37,623.00
8042	Unsecured Roll Taxes	0.00	15.44
8043	Piror Year's Taxes	0.00	2,907.89
8044	Supplemental Taxes	0.00	8,968.70
8048	Phlts & Intrst from Diqnt Tax	0.12	0.00
	Total for Major Object: 8000	0.12	49,515.03
	Net Increase (Decrease) to Fund Balance		33,289.14
9110	Cash in County Treasury	17,737.23	0.00
9200	Accounts Receivable	0.00	2,244.39
9342	Earned Salary Advance	0.00	1,501.00
9519	Accounts Payable-Current Liab.	3,487.95	0.00
9521	Salaries Payable	12,043.96	0.00
9525	FB Subs-STRS	2,236.76	0.00
9526	FB Subs-PERS	780.31	0.00
9528	FB Subs-OASDI	515.10	0.00
9529	FB Subs-MEDICARE	417.46	0.00
9531	FB Subs-SUI	0.00	6.53
9532	FB Sub-W/C	0.00	177.71
	ENDING Fund Balance		33,289.14

64584--GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 01.0--General Fund
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 TO Period : 1

Object	Object Description	Debit	Credit
Total for Fund: 01.0		53,444.66	53,444.66

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 13.0--Cafeteria Fund
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	0.00	1,238.57
9521	Salaries Payable	1,150.56	0.00
9528	FB Subs-OASDI	71.33	0.00
9529	FB Subs-MEDICARE	16.68	0.00
	ENDING Fund Balance		0.00
Total for Fund: 13.0		1,238.57	1,238.57

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 14.0--Deferred Maintenance Fund
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	27.62	0.00
9200	Accounts Receivable	0.00	27.62
	ENDING Fund Balance		0.00
Total for Fund: 14.0		27.62	27.62

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 21.0--Capital Projects--Centennial
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	84.48	0.00
9200	Accounts Receivable	0.00	84.48
	ENDING Fund Balance		0.00
Total for Fund: 21.0		84.48	84.48

64584-GORVAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 25.0--Capital Facilities Fund
 PRELIMINARY

Report ID : LAGL008S
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	59.66	0.00
9200	Accounts Receivable	0.00	59.66
	ENDING Fund Balance		0.00
Total for Fund: 25.0		59.66	59.66

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 30.0--State Sch. Building Lease-Purc
 PRELIMINARY

Report ID LAGL008S
 District 64584
 Fiscal Year 2018
 To Period 1

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	94.29	0.00
9200	Accounts Receivable	0.00	94.29
	ENDING Fund Balance		0.00
Total for Fund: 30.0		94.29	94.29

Object	Object Description	Debit	Credit
	Net Increase (Decrease) to Fund Balance		0.00
9110	Cash in County Treasury	16.30	0.00
9200	Accounts Receivable	0.00	16.30
	ENDING Fund Balance		0.00
	Total for Fund: 35.0	16.30	16.30

64584-GORMAN ELEMENTARY SCHOOL DIST.
 TRIAL BALANCE BY FUND
 Fund: 76.0--Warrant Pass-through Fund
 PRELIMINARY

Report ID : LAGL008
 District : 64584
 Fiscal Year : 2018
 To Period : 1

Object	Object Description	Debit	Credit

	Net Increase (Decrease) to Fund Balance		0.00

9110	Cash in County Treasury	0.00	3,674.70
9507	Medicare Contributions	264.59	0.00
9511	Federal Tax Withholding	2,174.09	0.00
9512	State Tax Withholding	603.14	0.00
9514	STRS Liability	1,818.99	0.00
9517	Voluntary Deductions	0.00	534.61
9518	Tax Shelter Annuity	0.00	300.00
9527	FB Subs-EPRS	0.00	351.50

	ENDING Fund Balance		0.00

Total for Fund: 76.0		4,860.81	4,860.81

Gorman Learning Center

A California Charter School

Bringing Academic Excellence Home

REGULAR SESSION OF THE BOARD OF DIRECTORS AGENDA

DATE: July 26, 2017

MEETING PLACE: 16530 Lost Canyon Rd.
Santa Clarita, CA 91387

TIME: 5:00 p.m.

Board Streaming: www.gormanlc.org/video

Items on the agenda may not be addressed in the order they are agendized. The Board of Directors may alter the order at their discretion

Meeting facilities can be made accessible to persons with disabilities. Because multiple locations are used for meetings and the particular room or configuration may vary from meeting to meeting, it is requested that if you require special assistance to participate in the meeting you notify the office of the Executive Director at least 72 hours prior to the meeting you wish to attend.

OPEN SESSION: PUBLIC MEETING

1. CALL TO ORDER

2. BOARD OF DIRECTORS ROLL CALL

Vanessa Decker	Vice President, Parent Representative
Fanny Lang	Member at Large, Parent Representative
Yvette Barringer	Member at Large, Parent Representative
Dondi Henderson	Member at Large, Parent Representative
Joe Andrews	District Representative

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF THE AGENDA

5. APPROVAL OF THE MINUTES

- a. Approval of the minutes from the regular session meeting of June 28, 2017.

6. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board of Directors regarding matters on or not on the Agenda but within the Board of Directors subject matter jurisdiction. The Board of Directors is not allowed to take action on any item that is not on the Agenda, except as authorized by Government Code Section 54954.2. Presentations are limited to 3 minutes. The total time allotted for public comment is 45 minutes. If you wish to speak please complete a Communication from the Public form and provide it to the Board Secretary before the meeting.

7. COMMENTS FROM BOARD MEMBERS CONCERNING ITEMS NOT ON THE AGENDA

8. CONSENT AGENDA

Items on the Consent Agenda are considered routine and/or are deemed to be consistent with the item adopted Committee Policies and carry the recommendation of the Administration. The Consent Agenda may be enacted by one motion with a Roll Call vote. There will be no separate discussion of the items unless a board member so requests, in which case the designated item(s) will be considered following approval of the remaining items.

- a. **Human Resources HR Action Report June 2017**
- b. **June 2017 Business Services Division Check Register**
- c. **June 2017 Business Services Division Payroll Expenditures**
- d. **June 2017 Business Services Division Purchase Order Listing**
- e. **June 2017 Business Services Division Credit Card Register**

9. REPORT & COMMUNICATION TO THE BOARD OF DIRECTORS

- a. **Executive Director – Denice Burchett**

10. INFORMATION/DISCUSSION/ACTION AGENDA

a. Action Items

- i. **Review, Discussion, and Approval Accept Resignations of Samuel Young and Brian Jaspersen – Craig Wilson**
- ii. **Review, Discussion, and Approval of Shoretel Contract for phones at the Antelope Valley Resource Center, Redlands Resource Center, Business Office, and Warehouse – Chris Campbell**
- iii. **Review, Discussion, and Approval of networking equipment purchase for Antelope Valley Resource Center – Chris Campbell**
- iv. **Review, Discussion, and Approval of the network wiring infrastructure contract for Antelope Valley Resource Center – Chris Campbell**
- v. **Review, Discussion, and Approval of the School Tech Supplies buyback offer – Chris Campbell**
- vi. **Review, Discussion, and Approval of interstate travel for IT department to attend Spiceworld Conference - Chris Campbell**
- vii. **Review, Discussion, and Approval of Prop 39 Contracts – Don Dickinson**
- viii. **Review, Discussion, and Approval of the 2017-2018 Consolidated Application Certification of Assurances – Truth Ncube and Laura Steidley**
- ix. **Review, Discussion, and Approval of Board Bylaws Revision – Denice Burchett**
- x. **Review, Discussion, and Approval of Director of Special Education Job Description – Denice Burchett**
- xi. **Review, Discussion, and Approval of Special Education Coordinator Job Description – Denice Burchett**

- xii. **Review, Discussion, and Approval of Salary Schedule – Denice Burchett and Naja Braddock**
- xiii. **Review, Discussion, and Approval of the Election of Board Officers – Denice Burchett**
- xiv. **Review, Discussion, and Approval of changes to the Board Meeting Schedule – Denice Burchett**

11. ITEMS FOR NEXT MEETING

12. CONFIRM MEETING PLACE AND TIME

13. ADJOURNMENT

Gorman Learning Center

A California Charter School

Bringing Academic Excellence Home

REGULAR SESSION OF THE BOARD OF DIRECTORS MINUTES

DATE: June 28, 2017

MEETING PLACE: 16530 Lost Canyon Road
Santa Clarita, CA 93536

TIME: 5:00 p.m.

Board Streaming: www.gormanlc.org/video

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OPEN SESSION: PUBLIC MEETING

1. CALL TO ORDER 5:01 PM

2. BOARD OF DIRECTORS ROLL CALL

David Akers	President, Parent Representative (Present)
Vanessa Decker	Vice President, Parent Representative (Present)
Brian Jaspersen	Secretary, Parent Representative (Present)
Timothy Hughes	Treasurer, Parent Representative (Absent)
Fanny Lang	Member at Large, Parent Representative (Present)
Yvette Barringer	Member at Large, Parent Representative (Present)
Dondi Henderson	Member at Large, Parent Representative (Present)
Joe Andrews	District Representative (Present)

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF THE AGENDA

Motion to approve the Agenda.
Moved by: Vanessa Decker
Second by: Yvette Barringer
Motion Carried: 6-0

5. APPROVAL OF THE MINUTES

- a. Approval of the minutes from the regular session meeting of June 14, 2017.

For the Record, all discussion information pertaining to questions and statements regarding the Budget discussion are contained in the paragraphs preceding the final documented recess time.

Motion to approve the minutes from the regular session meeting of June 14, 2017.

Moved by: Yvette Barringer

Second by: Vanessa Decker

Motion Carried: 6-0

6. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board of Directors regarding matters on or not on the Agenda but within the Board of Directors subject matter jurisdiction. The Board of Directors is not allowed to take action on any item that is not on the Agenda, except as authorized by Government Code Section 54954.2. Presentations are limited to 3 minutes. The total time allotted for public comment is 45 minutes. If you wish to speak please complete a Communication from the Public form and provide it to the Board Secretary before the meeting.

NONE

7. COMMENTS FROM BOARD MEMBERS CONCERNING ITEMS NOT ON THE AGENDA

David Akers said he has received more from serving on the Board than he gave and he looks forward to being involved with Gorman even without the title. David said he is proud of our school and grateful for the opportunity.

Brian Jaspersen said he wished to address a few things. First, he wanted to publicly apologize to Tamara Campbell. He said he meant no disrespect to her or anyone else he was talking to. He thanked everyone for accepting his apology. Second, he apologized to Truth Ncube and Laura Steidley for when he implied they may not be doing their jobs. Brian said he meant no disrespect to either of them or their department. Lastly, Brian apologized to Denice. He said he meant no harm or disrespect to her and her staff. He said he would do his best never to treat Denice that way again.

8. REPORT & COMMUNICATION TO THE BOARD OF DIRECTORS

- a. **Executive Director – Denice Burchett**

Denice Burchett told the Board that there may soon be a tenant for the Division Street property. She said that if this tenant works out, then Gorman will be fully released from their obligations and the lease will be terminated.

Denice said good bye to Timothy Hughes and David Akers. She thanked them for coaching her and stretching her as a leader.

b. Director of Finance – Truth Ncube

Truth Ncube thanked David Akers and Timothy Hughes for their time on the Board. He said their input has been especially valued by the Fiscal Department. He said the Board would miss them both, but he hoped they would stay in touch and a part of the Gorman family.

9. INFORMATION/DISCUSSION/ACTION AGENDA

a. Action Items

i. Review, Discussion, and Approval of the Filling of Board Vacancy – David Akers

The Board was presented with two options to fill a Board Vacancy as prescribed in the Board By-laws. Legal Council and the Board discussed both options and choose to go with a special election held at the beginning of the 2017-2018 school year.

Motion to hold a special election at the beginning of the 2017-2018 school year.
Moved by: Yvette Barringer
Second by: Vanessa Decker
Motion Carried: 6-0

The Board said they want Gorman to seek an outside vendor to handle all elections in the future. The Board would like an update at the next Board Meeting.

ii. Review, Discussion, and Approval of the Material Revision to the Charter – Denice Burchett

Denice Burchett said a Material Revision to the Charter is required to fulfill the exemption requirements for the Antelope Valley Resource Center. She said the revision presented to the Board this evening is more than is required to fulfill the exemption requirements but since there is a team already working on the new charter, it seemed appropriate to also update the current one.

David Akers clarified that all the updates done to the charter at this time, are not required and perhaps Gorman should hold off and only do what is necessary at this time.

Once approved the revised Charter will go with Joe Andrews for the chartering district to approve.

Motion to approve the material revision of the Charter.
Moved by: Brian Jasperson
Second by: Vanessa Decker
Motion Carried: 6-0

iii. Review, Discussion, and Approval of the Resolution to add Truth Ncube to the Wells Fargo Securities Account # XXXXX9237 – Denice Burchett

Motion to approve the resolution to add Truth Z. Ncube to the Wells Fargo Securities Account # XXXXX9237.
Moved by: Brian Jasperson
Second by: Yvette Barringer
Motion Carried: 6-0

iv. Review, Discussion, and Approval of Proposed Budget 2017-2018 – Truth Ncube, Denice Burchett, and the Board Budget Committee

Truth Ncube and Denice Burchett presented the Board with a Budget for the 2017-2018 school year seeking approval by the Board. Truth Ncube presented the Board with a worksheet highlighting the increases in the Budget by department and the reasoning for those increases. The same worksheet highlighted decreases by department and the reasoning behind them.

The Board addressed concerns and questions to Truth Ncube, Denice Burchett, Laura Steidley and their team. The ensuing discussion revealed the Administrations priorities and areas of focus for the upcoming school year.

The Board asked for the Administration to implement accountability measures to both empower department supervisors and hold them accountable. The Board also asked for the Administration to hold themselves accountable to the Board itself. The Board also asked for the Administration to be prepared for possible revisions and updates at First Interim.

Motion to approve the Budget for 2017-2018 school year as presented.

Moved by: Brian Jasperson

Second by: Dondi Henderson

Motion Carried: 6-0

Roll Call Voting:

Brian Jasperson – Yay

Vanessa Decker – Yay

Fanny Lang – Yay

Dondi Henderson – Yay

Yvette Barringer – Yay

David Akers – Yay

Adjourn For Recess At 6:57 PM

Reconvene From Recess At 7:28 PM

v. Review, Discussion, and Approval of LCAP 2017-2018 – Adam Cornish

Adam Cornish thanked Truth Ncube and his team for helping he get the correct numbers gathered up and plugged into the LCAP.

The Board said they would like for future LCAP efforts to focus more on getting in touch with more parents. The Board would like for the Administration to begin to use the people on the front line, i.e. IST's and Resource Center Facilitators, to reach parents and garner information that can then be used at a later time for the LCAP.

Motion to approve the 2017-2018 LCAP.

Moved by: Fanny Lang

Second by: Yvette Barringer

Motion Carried: 6-0

CLOSED SESSION 7:40 PM

10. ADJOURN TO CLOSED SESSION, IF ANY:

- i. **Personnel Action – Government Code Section 54957**

RECONVENE TO OPEN SESSION 8:42

11. DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Here are the actions taken during closed session:

1. Amend the contract of Truth Z. Ncube to include an annual increase of \$5,000.00 and \$500.00 in monthly expenses.
2. Apply the CPI increase to contract employees; Denice Burchett and Truth Z. Ncube.

12. ITEMS FOR NEXT MEETING

The Board requested the next meeting contain the swearing in of the new Board member and possible changes to the By-laws.

13. CONFIRM MEETING PLACE AND TIME

Santa Clarita Resource Center at 5:00 pm on July 26, 2017.

14. ADJOURNMENT 8:47 PM

Gorman Joint School District
49847 Gorman School Road
P.O. Box 104
Gorman, CA 93243
(661) 248-6441 - FAX (661) 248-0604

BOARD OF TRUSTEES

MINUTES OF THE REGULAR MEETING

July 17, 2017

The President of the Board, Steve Sonder, called the Regular Meeting of the Gorman Joint School District Board of Trustees to order at 3:00 P.M.

The Flag salute was held.

Members Present: Steve Sonder, President
Julie Ralphs, Clerk
Patricia Edwards, Member

Also Present: Johannis Andrews, Superintendent/Principal
Lise Wastaferro, Accounting/Data Processing Technician

Others Absent: Jean Cummings, Business Manager/Consultant

Others Present: Teachers, Felicia Davis & Casey Stanford, School Secretary, Denise Saenz

5871 The Board approved the Agenda (with change of total to \$99.58 on the Conference/Mileage Report #01-17-18) for July 17, 2017.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5872 Adjourn to Closed Session at 3:00 P.M. to discuss personnel, employer/employee relations. (Govt. Code 54957, 54957.6):

1. Personnel (Govt. Code 54957)
2. Employer/Employee Relations (Govt. Code 54957.7)
3. Public Employee Discipline/Dismissal/Release

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5873 Reconvened to Regular Session at 3:25 P.M.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

No action taken in closed session.

President, Steve Sonder, asked for any comments from the Board.

President Sonder stated the yard at the rental house needs to be cleaned up or we will need to hire someone and bill tenant.

President Sonder asked Mr. Andrews if someone tested the Gorman water line.

Superintendent Andrews stated that Santana's Pumping tested the line and found that the line is corroded due to the age of the line.

President, Steve Sonder, asked for any comments from the staff.
No comments

Board President, Steve Sonder, asked for any comments from the public.
No comments

5874 The Board approved the Minutes of the Regular Meeting of June 13, 2017.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5875 The Board approved the Minutes of the Special Meeting of June 20, 2017.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5876 The Board approved Purchase Orders #16-17-259 through 16-17-283 of which \$25,274.98 was paid from the General Fund and \$6,472.40 from other funds.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5877 The Board approved B Warrants #12511-12550 in the amount of \$45,057.49.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5878 The Board approved the Year-End Appropriation Transfers.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5879 The Board approved Peoplesoft Contract with Los Angeles County Office of Education for Financial System Services for Fiscal Year 2017-2018 in the amount of \$915.00

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5880 The Board approved Resolution #01-17-18 for the Extension of the Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for Fiscal Years ending June 30, 2017, 2018 and 2019 and Authorizing Execution and Delivery of Related Documents and Actions.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5881 The Board approved Renewal of ACSA Full Regular Membership for July 1, 2017-June 30, 2018 for Johannis Andrews, in the amount of \$1,233.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5882 The Board approved the 2017-18 CARS Reports (Consolidated Application Reporting System)-2017-18 Certification of Assurances, 2017-18 Protected Prayer Certification, 2017-18 Application for Funding, 2017-18 Title III, Part A English Learner Student Program Subgrant Budget and the 2017-18 Substitute System for Time Accounting.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5883 The Board approved Annual Report of School District Attendance for fiscal year 2016-17.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5884 The Board approved Annual Report of School District Audit Adjustments to CALPADS Data for fiscal year 2016-17.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5885 The Board approved Agreement for Professional Services between the Gorman Joint School District and Prentis Edwards, effective July 1, 2017-June 30, 2018, at an hourly rate of \$50.00, up to a maximum of \$10,000.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5886 The Board approved Water Sampling Agreement between the Gorman Joint School District and AKA Water Services, Inc., effective July 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5887 The Board approved (with change of date to 2016) CSBA Policy Development Workshop and Travel Expense for Jamille Peters 10/24/16-10/27/16 in the amount of \$4,837.88.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5888 The Board approved CSBA membership dues and Education Legal Alliance membership dues in the California School Boards Association (CSBA) for fiscal year July 1, 2017-June 30, 2018, in the amount of \$1,301.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5889 The Board approved the California School Boards Association Gamut Online Service Agreement and the Gamut Online License Agreement (Attachment A) between CSBA and the Gorman ESD effective July 17, 2017.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5890 The Board approved Gamut Online with the California School Boards Association (CSBA) for fiscal year July 1, 2017-June 30, 2018, in the amount of \$1,000.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5891 The Board approved Software Support and eZcat Support with Book Systems, Inc. for fiscal year July 1, 2017-June 30, 2018, in the amount of \$255.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5892 The Board approved one year service agreement with Xerox Corporation for the Colorcube 8570 printer from August 4, 2017 to August 3, 2018, in the amount of \$199.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5893 The Board approved Aeries ASP Hosting Services Subscription for 7/1/17-6/30/18 in the amount of \$3,500.00.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5894 The Board approved the 2016-17 4th Quarterly Report on Williams Uniform Complaints.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5895 The Board approved Agreement for Financial Manager Services between the Gorman Joint School District and Cecelia J. Cummings, CPA, effective July 1, 2017-June 30, 2018 in the monthly amount of \$3,800.00, up to a maximum of \$45,600.00 per year.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5896 The Board approved (with change to add Patricia Edwards and change the total to \$199.16 on the) Conference/Mileage Report #01-17-18.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5897 The Board approved Personnel Report #01-17-18.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5898 The Board approved Resolution #02-17-18 Board Absence of Julie Ralphs on June 20, 2017.

Motion made by Patricia Edwards, Seconded by Steve Sonder Vote: yes 2/no 0

5899 The Board approved the Gorman Joint School District 2017-18 Certificated Teacher Salary Schedule T.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5900 The Board approved the Gorman Elementary School District 2017-18 Certificated Substitutes Daily-Hourly short term and long term substitutes Salary Schedule T.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5901 The Board approved the Gorman Elementary School District 2017-18 Classified Salary Schedule Z.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5902 The Board approved the Gorman Elementary School District 2017-18 Classified Salary Schedule B.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5903 The Board approved the Gorman Elementary School District 2017-18 18 Special Education Certificated Salary Schedule S.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5904 The Board approved the 2017-18 Contract for Employment as a Certificated Employee for Lori M. Knight, effective August 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5905 The Board approved the 2017-18 Contract for Employment as a Certificated Employee for Felecia F. Davis, effective August 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5906 The Board approved the 2017-18 Contract for Employment as a Certificated Employee for Casey B. Stanford, effective August 1, 2017-June 30, 2018. Technology Services Stipend Additional Duty effective July 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5907 The Board approved the 2017-18 Contract for Employment as a Certificated Employee for Patricia L. Rodriguez based on submittal of intern paperwork, effective August 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

5908 The Board approved the 2017-18 Contract for Employment as a Resource Specialist Program (RSP) for Wendy Rodgers, effective July 1, 2017-June 30, 2018.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

The next regular meeting of the Board of Trustees will be held Tuesday, August 8, 2017 at 3:00 P.M. closed session and 3:30 P.M. regular session.

5909 The Board adjourned the meeting at 3:37 P.M.

Motion made by Julie Ralphs, Seconded by Patricia Edwards Vote: yes 3/no 0

Steve Sonder, President

2016-17

VOUCHER ID	REF NO	PO NUMBER	Fund ResP	Goal Func	Obj	Sch/Loc	Per/Fy	AMT BY ACCOUNT	WARRANT NUMBER	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT			
MOUNTAINSIDE DISPOSAL, INC.	12559		01.0-00000.0-00000-82000-5560-0000000				12/17	194.98		194.98	23932165	CHK PAYOUT	7586				
		Total						194.98		194.98	23932165	CHK PAYOUT	7586				
SOUTHERN CALIFORNIA EDISON	12560		01.0-00000.0-00000-82000-5510-0000000				12/17	2421.00		2421.00	23932166	CHK PAYOUT	7586				
		Total						2421.00		2421.00	23932166	CHK PAYOUT	7586				
REGISTER TOTAL AMOUNT										Issues :	2,615.98	Voids :	0.00	Net Disbursed :	2,615.98		
SYSTEM WARRANTS ISSUED										2 From	23932165	To	23932166	Total number of vouchers :	2	Number of Vouchers Audited	0
MANUAL WARRANTS ISSUED										0 From		To					
NUMBER OF VOIDS										0							
SYSTEM WARRANTS ISSUED MTD										10	MANUAL WARRANTS ISSUED MTD		0	WARRANTS VOIDED MTD		0	
SYSTEM WARRANTS ISSUED YTD										10	MANUAL WARRANTS ISSUED YTD		0	WARRANTS VOIDED YTD		0	
Fund Summary										Issues	2,615.98	Voids	0.00				

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

2016-17

Report Id : LAAP029S1
 District : 64584
 Fiscal Year: 2018

GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)
 COMMERCIAL WARRANT REGISTER
 Voids Date :2017-07-11 Issue Date :2017-07-12

Page No : 1
 Run Date : 2017-07-11
 Run Time : 19.41.04

VOUCHER REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD	CYCLE	SEQ	STAT
12558		01.0-00000.0-00000-82000-5910-0000000	12/17				64.20						

AT&T

6/6/17 - 7/5/17

64.20 23922622 CHK PAYOUT 7580

Total 64.20

Net Disbursed : 64.20

REGISTER TOTAL AMOUNT

Issues : 64.20 Voids : 0.00

1 From 23922622 To 23922622 Total number of vouchers : 1 Number of Vouchers Audited 0

0 From 0 To

0

SYSTEM WARRANTS ISSUED MTD 8 MANUAL WARRANTS ISSUED MTD 0 WARRANTS VOIDED MTD 0

SYSTEM WARRANTS ISSUED YTD 8 MANUAL WARRANTS ISSUED YTD 0 WARRANTS VOIDED YTD 0

Fund Summary

Issues 64.20 Voids 0.00

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

2016-17

Report Id : LAAP02951
 District : 64584
 Fiscal Year: 2018
 GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)
 COMMERCIAL WARRANT REGISTER
 Voids Date : 2017-07-10 Issue Date : 2017-07-11
 Page No : 1
 Run Date : 2017-07-10
 Run Time : 19.43.40

VOUCHER ID	REF NO	PO NUMBER	Fund ResPrj	Goal Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD	SEQ NBR	STAT
12554			01.0-00000.0-00000-81000-5630-00000000				12/17	103.22					
							Total	103.22					
12555			01.0-00000.0-00000-82000-5565-00000000				12/17	647.00					
							Total	647.00					
12556			01.0-00000.0-00000-82000-5530-00000000				12/17	46.97					
							Total	46.97					
12557			01.0-00000.0-00000-72000-5910-00000000				12/17	10.58					
							Total	10.58					

Reg Vendor - Maint - sprinkler
Sewer Service 6/17
Service 5/23/17-6/22/17
Service 6/28/17

REGISTER TOTAL AMOUNT	Issues :	807.77	To	23919533	From	0	VOIDS	0.00	Net Disbursed :	807.77
SYSTEM WARRANTS ISSUED	4	From	23919533	To	0	MANUAL WARRANTS ISSUED MTD	0	0.00	4	Number of Vouchers Audited
MANUAL WARRANTS ISSUED	0	From	0	To	0	MANUAL WARRANTS ISSUED YTD	0	0.00	4	Number of Vouchers Audited
NUMBER OF VOIDS	0									

Fund Summary	Issues	807.77	VOIDS	0.00
01.0				

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.

2017-18

Report ID : LAAP02951
 District : 64584
 Fiscal Year: 2018
 GORMAN ELEMENTARY SCHOOL DIST. (Bank Acct: GORM)
 COMMERCIAL WARRANT REGISTER
 Voids Date :2017-07-03 Issue Date :2017-07-05

Page No : 1
 Run Date : 2017-07-03
 Run Time : 19:36.42

VOUCHER ID	REF NO	PO NUMBER	Fund	ResPrj	Goal	Func	Obj	Sch/Loc	Per/FY	AMT BY ACCOUNT	AMT BY WARRANT	WARRANT NUMBER	PMT PAY MTD CYCLE	SEQ NBR	STAT		
12551			01.0-00000.0-00000-71100-3412-0000000					01/18	01/18	500.00							
								Total		500.00	500.00	23907575	CHK PAYOUT	7570			
12553			01.0-00000.0-00000-72000-5940-0000000					01/18		116.00							
								Total		116.00	116.00	23907576	CHK PAYOUT	7570			
12552			01.0-00000.0-00000-71100-3412-0000000					01/18		500.00							
								Total		500.00	500.00	23907577	CHK PAYOUT	7570			
REGISTER TOTAL AMOUNT										Issues :	1,116.00	Voids :	0.00	Net Disbursed :	1,116.00		
SYSTEM WARRANTS ISSUED										3 From	23907575	To	23907577	Total number of vouchers :	3	Number of Vouchers Audited	0
MANUAL WARRANTS ISSUED										0 From		To					
NUMBER OF VOIDS										0							
SYSTEM WARRANTS ISSUED MTD										3	MANUAL WARRANTS ISSUED MTD	0	WARRANTS VOIDED MTD	0			
SYSTEM WARRANTS ISSUED YTD										3	MANUAL WARRANTS ISSUED YTD	0	WARRANTS VOIDED YTD	0			
Fund Summary										Issues	1,116.00	Voids	0.00				

Health Stipend 7/17
Annual-lyr PO Box 104 Rental
Health Stipend 7/17

Fund Amounts are reflective of Gross Voucher Distributions and not sum of Warrant Amounts.
 In case of Partial Payments, Fund Summary will differ from the Register Total Issued Amount.



2017-2018 Executive Board

James Osterling, President
Pasadena City College

Eugene Stein, Vice President
Newburg SD

Geoff Rattine, Secretary/Treasurer
Castaño Valley JHSB

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Azusa USD

Marianne Lind, Director
Lemoore SD

Barbara Detomasi, Director
Claremont USD

Brian Gaines, Director
Antelope Valley CSD

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Chris Anderson, Director
San Marino JHSB

Larry Redinger, Director
Walnut Valley USD

John Vargas, Director
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Cameron USD

Nicholas Aquino
Los Alamitos SD

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Susan Scornio
Rowland SD

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Los Angeles CSD

Linda S. Nash
Pasadena Area CSD

Executive Staff

Frank Kahn
Executive Director

Susan Blaney
Executive Assistant

July 3, 2017

TO: Superintendents and Board Presidents
Los Angeles County School Districts

FROM: James Osterling, President

SUBJECT: 2017-2018 Association Membership Dues

The Los Angeles County School Trustees Association membership dues invoice for 2017-2018 is enclosed on the other side of this letter. The membership dues are calculated by the number of your district's board members multiplied by the dues fee of \$20.00. It is a membership of the whole board.

LACSTA provides a forum for networking among the school board members and districts within Los Angeles County. The education programs offered throughout the year also provide opportunities for school board members to renew old and make new friendships and discuss school issues. The program topics are chosen to provide relevant information on school concerns.

This is your organization and your participation is essential to its success. Your board's membership will make LACSTA even more successful in creating a sense of cohesiveness to those of us who serve as trustees in Los Angeles County.

Please address any questions or concerns to Susan Bishop at lacsta@lacoe.edu or (562) 922-6500.



Los Angeles County Office of Education

500 Imperial Highway, E.C. 50, Downey CA, 90242

INVOICE

Membership Dues
July 3, 2017 - June 30, 2018

DISTRICT: Gorman Joint School District

TOTAL AMOUNT DUE: \$ 60.00

(Calculated by the number of your board members multiplied by the dues fee of \$20.00)

Please make your checks payable to LACSTA and JET mail to:

Susan Bishop
Los Angeles County Office of Education
9300 Imperial Highway, Downey CA 90242
Education Center - Room 103

NO PURCHASE ORDERS

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into between the Gorman Joint School District ("District") and Gertrude Monro ("Contractor") and is dated, for reference, August 8, 2017.

The parties agree as follows:

1. **Consultant Services.** Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services of Special Education/Administrative substitute.
2. **Payment for Services.** Contractor agrees to undertake this work at a daily rate of \$500.00, up to a maximum of 15 days, not to exceed \$7,500.00. Number of days to be approved by the Superintendent prior to working.
All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.
Contractor will invoice District for services performed during the previous month. District will render payment to contractor within 30 days of receipt of invoice.
3. **Term of Agreement.** This Agreement begins on August 8, 2017 and ends at the expiration of June 30, 2018. Extension or renewal requires approval of District's Governing board or its authorized representative. This agreement may be terminated by either party at any time on 30 days prior written notice
4. **Time for Performance.** All services required of the Contractor will be completed on or before the specified end of the term.
5. **Records.** Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.
6. **Status of Contractor.** District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with District. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not an agent or employee of District. Contractor is not entitled to participate in any pension plan, insurance, or similar benefits the District provides for its employees.

7. **Hold Harmless.** Contractor shall hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.
8. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. **Modification or Assignment.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District's Governing Board or authorized representative.
10. **Designation of Representatives.** For purposes of performance and notifications, the representatives of the parties and their business addresses are as follows:

A. Contractor: Gertrude Monro
78895 Cadence Lane
Palm Desert, CA 92211
310-701-2609

B. District: Gorman Joint School District
Johannis Andrews, Superintendent
49847 Gorman School Road
Gorman, CA 93243
661-248-6441

Approved by the Board of Trustees, Gorman Joint School District, Gorman, California on August 8, 2017.

Contractor

District

Signature
Consultant

Signature
Superintendent

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into between the Gorman Joint School District and Mark Peterson and is dated, for reference, August 1, 2017.

The parties agree as follows:

1. **Consultant Services.** Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services of technology engineer.
2. **Payment for Services.** Contractor agrees to undertake this work at an hourly rate of \$75.00, up to a maximum of \$1,500.00. All work will be pre-arranged and pre-approved by the Superintendent. All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative. Contractor will invoice District for services performed during the previous month. District will render payment to Contractor within 30 days of receipt of invoice.
3. **Term of Agreement.** This Agreement begins on August 1, 2017 and ends at the expiration of June 30, 2018. Extension or renewal requires approval of District's Governing Board or its authorized representative. This agreement may be terminated by either party at any time on 30 days prior written notice
4. **Time for Performance.** All services required of the Contractor will be completed on or before the specified end of the term.
5. **Records.** Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.
6. **Status of Contractor.** District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an Independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with District; Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not an agent or employee of District. Contractor is not entitled to participate in any pension plan, insurance, or similar benefits the District provides for its employees.
7. **Hold Harmless.** Contractor shall hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from

negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.

8. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. **Modification or Assignment.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District's Governing Board or authorized representative.
10. **Designation of Representatives.** For purposes of performance and notifications, the representatives of the parties and their business addresses are as follows:

A. Contractor: Mark Peterson
46819 70th Street West
Lancaster, CA 93536
661-524-5080

B. District: Gorman School District
Johannis Andrews, Superintendent
49847 Gorman School Road
Gorman, CA 93243
661-248-6441

Approved by the Board of Trustees, Gorman Joint School District, Gorman, California on August 8, 2017.

Contractor

District

Signature
Consultant

Signature
Superintendent

**ARCADIA AUDIOMETRIC ASSOCIATES, INC.
21630 FARMINGTON LANE
SAUGUS, CALIFORNIA 91350
PHONE/FAX (661) 296-1838**

This proposal for services is dated **June 8, 2017** and is submitted by **ARCADIA AUDIOMETRIC ASSOCIATES, INC.**, hereinafter referred to as "**AGENCY**" AND **GORMAN SCHOOL DISTRICT** hereinafter referred to as "**DISTRICT**".

Upon acceptance and signature by both **DISTRICT AND AGENCY**, this proposal becomes an agreement for services wherein each mutually agree as follows:

1. **AGENCY** shall:
 - (a) Arcadia Audiometric Associates, Inc (AAA) to perform hearing and vision screenings on all Kindergarten, second, fifth, eighth, plus referral students identified by **DISTRICT**.
 - (b) AAA to complete mandated reports for hearing, pertussis, oral health and TDAP per the state requirements.
 - (c) AAA to check for compliance with immunizations for kindergarten and complete the state mandated report.
 - (d) AAA to submit the results of all screenings to the **DISTRICT** and document in the student's cum pertinent results and send out any referrals as needed.
 - (e) AAA to conduct 5th grade hygiene presentation.
 - (f) **AGENCY (AAA)** will be available for phone consultation as needed during school hours, during the school year at **661-510-1905**.

2. **DISTRICT** shall be solely responsible for the identification, retrieval, conduct and supervision of students. **DISTRICT** shall provide adequate personnel to control and supervise students at all times during the course of the testing and screenings.

3. **DISTRICT** shall designate staff or other officer as its authorized agent to coordinate the implementation of the Agreement. **DISTRICTS** shall also provide adequate assistance which may be in the form of volunteer adult help to assist with testing administrative procedures as agreed upon between **DISTRICT** and **AGENCY**.

4. For the services rendered under this Agreement, **DISTRICT** shall pay to the **AGENCY**, **a rate of \$2000.00 for the 2017/2018 school year**. Payment shall be 30 days upon receipt of invoice.
Each day will equal two hours of on site service and unlimited telephone consultation.

5. **AGENCY** shall **perform school nursing services 4 days per year between August 2017 and June 2018**. Specific days of service are to be determined.

- 6. **AGENCY** agrees to supply upon request of **DISTRICT** a Certificate of Insurance upon request.
- 7. **AGENCY** has the right to terminate this contract at any time.

Accepted:

ARCADIA
AUDIOMETRIC ASSOCIATES, INC.
(AGENCY)

GORMAN
SCHOOL DISTRICT
(DISTRICT)

By: *Ali Jent*

By: _____

Title: *President*

Title: _____

Date: *6/8/17*

Date: _____

Names and Qualifications of supervisory personnel **(DISTRICT)**:

Names and Qualifications of supervisory personnel **(AGENCY)**:

<u>Alison Schmidt, R.N., MSN</u>	<u>Credentialed School Nurse, Certified Audiometrist</u>
<u>Pam Ritenour</u>	<u>Certified Audiometrist</u>
<u>Mike Denmeade</u>	<u>Certified Audiometrist</u>

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into between the Gorman Joint School District and Sharon Owen and is dated, for reference August 1, 2017.

The parties agree as follows:

1. **Consultant Services.** Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services of Special Education evaluation assessments, parent and teacher conferences, IEP meetings, reports and follow-up for GSD students.
2. **Payment for Services.** Contractor agrees to undertake this work not to exceed the amount of \$1,000.00 per student for assessments, \$500.00 for CST & review of records and \$50.00 per hr. for counseling. All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative. Contractor will invoice District for services performed during the previous month. District will render payment to Contractor within 30 days of receipt of invoice.
3. **Term of Agreement.** This Agreement begins on August 1, 2017 and ends at the expiration of June 30, 2018. Extension or renewal requires approval of District's Governing Board or its authorized representative. This agreement may be terminated by either party at any time on 30 days prior written notice
4. **Time for Performance.** All services required of the Contractor will be completed on or before the specified end of the term.
5. **Records.** Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.
6. **Status of Contractor.** District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an Independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while under contract with District; Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not an agent or employee of District. Contractor is not entitled to participate in any pension plan, insurance, or similar benefits the District provides for its employees.

7. **Hold Harmless.** Contractor shall hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.
8. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. **Modification or Assignment.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District's Governing Board or authorized representative.
10. **Designation of Representatives.** For purposes of performance and notifications, the representatives of the parties and their business addresses are as follows:

A. Contractor: Sharon Owen
26350 Bear Valley Rd
Tehachapi, CA 93561
661-972-2743
License #2336

B. District: Gorman School District
Johannis Andrews II, Superintendent
49847 Gorman School Road
Gorman, CA 93243
661-248-6441

Approved by the Board of Trustees, Gorman Joint School District, Gorman, California on August 8, 2017.

Contractor

District

Signature
Consultant

Signature
Superintendent

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

AGREEMENT TO FURNISH FOOD SERVICES

This agreement is effective on this first day of **July, 2017** by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency and **Gorman School District**, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

AGENCY AGREES TO:

1. Prepare and deliver selected meals by 5:00 P.M. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast with Milk	\$ 2.09
School Lunch with Milk	\$ 3.50
Delivery charge:	\$75.00 per delivery (twice/week)

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:
Production records, including daily number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Deliveries will be twice per week; food items will be delivered, then prepared for service on-site by institution staff.
2. Request for meal count changes need to be called in or faxed to the Agency 48 Hours before the next delivery date. Errors in counts called or faxed in shall be the responsibility of the Institution.
3. Consult with the Agency five days in advance regarding any special item request.
4. Pay Agency by the 10th of each month, the full amount as presented on the one itemized invoice per month.
5. In the event that market circumstances change dramatically, the Agency reserves the right to increase our prices accordingly, pending fifteen (15) days written notice.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of **July 1, 2017 through June 30, 2018**. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Lynelle Grumbles
Agency Official

Institution Official

Chief Executive Officer
Title

Title

Signature

Signature

Date

Date



Corporate Office
821 18th St.
Bakersfield, CA
661-324-4741

July 18, 2017 Revised with final NASPO pricing

Gorman Joint Union School District
49847 Gorman School Rd.
Gorman, CA. 93243

Attn: Joe Andrews II

INTRODUCING

The NEW redesigned 3rd Gen imageRUNNER-ADVANCED-4545i / printer/copier/scanner/fax

Copier includes the following:

- ◆ 51 blk/wht copies per minute
- ◆ New single pass document feeder (scan both sides simultaneously)
- ◆ New 150 sheet document feeder
- ◆ Now allowing 80 Scans per minute single sided
- ◆ 160 duplex scans per minute
- ◆ 4/550 sheet universal cassette trays
- ◆ 100 Sheet Bypass tray
- ◆ UFR II / PCL / True PS3 printing / Color Send / Printing
- ◆ Searchable PDF / OCR
- ◆ More advanced security features
- ◆ Increased toner yields with outstanding copy quality output
- ◆ Electronic Document Storage
- ◆ Wireless printing
- ◆ Walk up motion detection automatically turns machine on
- ◆ Smart phone “like” control panel / swivel control panel up and down
- ◆ Universal Send Scan to email, file (PDF, JPEG, TIFF, OOXML)
- ◆ Also new “afterthought stapling” and staple-less stapling up to 5 sheets

Price includes:

- Two (2) Canon IRA-4545i copiers
- Two (2) 50 Sheet Inner Stapling Finishers
- Two (2) Cassette Feeding Units (two extra paper drawers)
- One (1) Super G3 Fax Board (main copier)
- One (1) External paper deck (main copier)

Delivery, set up and networking included
Includes ship back of current machines to leasing company

60 Month FMV Lease:..... \$261.22 plus tax

Service includes toner, all parts, labor, travel, supplies, service loaner

Pay for copies and prints as used at .0081 + tax

Service rate locked for the 60 month term



External finisher shown- not included

American Business Machines
821 18th Street
Bakersfield, CA 93301
Office: (661) 324-4741 Mobile: (661) 912-1396
Eric Shulman
eshulman@abm1.com



WSCA-NASPO Master Agreement Terms and Conditions

A Contract for the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO)
Acting by and through the State of Nevada (Lead State)

**Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701**

**Contact: Shannon Berry, Assistant Chief Procurement Officer
Phone: (775) 684-0171 • Fax: (775) 684-0188
Email: sberry@admin.nv.gov**

and

**Canon USA
1 Canon Park
Melville NY 11747**

**Contact: Mike Hurley, Supervisor, Contract Admin
Phone: (631) 330-3613 • Fax: (631) 330-5459
Email: mhurley@cusa.canon.com**

I. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) These WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work specific to Participating Entity;
- (5) The Solicitation, RFP 3091 Copiers, Printers and Related Devices (Attachment AA);
- (6) Negotiated Items (Attachment BB); and
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment CC).

- Awarded: Groups A, B, C, D, and F

- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for five (5) years: effective upon execution through December 31, 2019. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any

adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable

Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar

officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate

item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. Indemnification - Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) Specified by the Contractor to work with the Product; or
 - (c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their

purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insured's, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating

Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement number and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

22. Participants

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.
- d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school

districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- c. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

- a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only 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 will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment P.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of a minimum of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and

remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

- a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

- (2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
- (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data within five days of approval from the Lead State of product updates to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
- (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update as needed, to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per month. The following conditions apply with respect to hosted catalogs:
- (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
- (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can


be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
- (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
- i. **Applicability:** Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

	Date	Senior Vice President & General Manager	Independent's Contractor's Title
Independent Contractor's Signature			

State of Nevada (Lead State) Approval:

 12-8-14	Date	CPO, NV State Purchasing Administrator
Greg Smith		

Approved as to form by:

	On 7 Dec 14
Nevada Deputy Attorney General for Attorney General	(Date)

Attachment BB

Negotiated Items

1. Additional Cost for hard drive removal and surrender must be disclosed to the Customer prior to the negotiation and signing of a lease or rental agreement.
2. Models added to a segment within an awarded Group must match or exceed the minimum discount proposed in the awarded Group.
3. Contractor is to negotiate SLA with each Participating Entity at time of initiating the Participating Addendum. Attachment O of RFP 3091 (Attachment AA) is meant to be a model Service Level Agreement only.
4. Attachment CC – Contractors Response:
 - a. Exceptions E1 through E5 noted on Attachment B were not acceptable by The State and WSCA-NASPO.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:



Independent Contractor's Signature Date

Senior Vice President & General Manager

Independent's Contractor's Title

State of Nevada (Lead State) Approval:



Greg Smith Date

CPO, NV State Purchasing Administrator

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-15-70-23**

Copiers, Printers and Related Devices
Nevada NASPO ValuePoint Master Agreement 3091
Canon U.S.A., Inc.

This Participating Addendum Number 7-15-70-23 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Canon USA (hereafter referred to as "Contractor") under the lead State of Nevada NASPO ValuePoint Cooperative Purchasing Organization (NASPO ValuePoint) Master Agreement No. 3091.

1. Scope

- A. This Participating Addendum covers the purchase of Copiers, Printers and Related Devices under the Nevada NASPO ValuePoint Master Agreement Number 3091. The NASPO ValuePoint Master Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. Mandatory Statewide Contracts

Product and service categories that are available on mandatory California statewide contracts for information technology (IT) copiers, printers and related devices cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order.

This restriction is not applicable to political subdivisions/local governments.

4. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

- A. General Provisions – Information Technology, GSPD401IT, effective 11/27/2013 (“General Conditions”), subject to the modifications set forth in Section 4.B below. The twelve page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/gspd401IT13_1127.pdf
- 1) Terms in the General Conditions stated as being applicable to “Contractor” shall be deemed to be references to each applicable Authorized Dealer under a purchase order to the extent consistent with their responsibilities and activities as contemplated by this Participating Addendum, and reference to “this Contract” shall be deemed to be references to each purchase order.
 - 2) For the purpose of this Participating Addendum, the parties agree to the following modifications to the General Provisions:
 - i. With respect to Section 9, “Assignment,” consent shall not be required for assignments of rights to payment, provided that Contractor and the applicable Authorized Dealer remain responsible for their obligations this Participating Addendum and the applicable purchase order.
 - ii. With respect to Section 13, “Transportation Costs and Other Fees or Expenses,” if special rigging is required for delivery and installation, the Authorized Dealer may require additional charges therefor but only if approved by the Ordering Agency.
 - iii. With respect to Section 14, “Delivery,” Contractor shall make commercially reasonable efforts to meet the specific delivery dates designated in any purchase orders.
 - iv. With respect to Section 18, “Warranty,” the only product warranty terms are those as provided by the respective manufacturer. In the case of Canon or Océ brand manufactured equipment, Canon USA’s standard limited warranty statements packaged with the products govern; and provided further that to the extent Contractor offers Software, the warranty coverage for such Software shall be governed by the warranty terms provided by the Software developer of such Software in the applicable end user license agreements included with the Software.
 - v. With respect to Section 22, “Termination for Convenience of the State,” such termination is subject to Section 17 of this Participating Addendum.
 - vi. With respect to Section 23.b., “Termination for Default,” the parties agree that the cure period in case of breach shall be thirty (30) days.
 - vii. With respect to Section 26, “Limitation of Liability,” the exceptions set forth in subsection 26.d.(ii) shall not apply.
 - viii. For the avoidance of doubt, the parties acknowledge and agree that no result of Contractor’s services under the Participating Addendum shall be deemed “work for hire” resulting in Work Product.

ix. The terms and conditions governing the Software under this Participating Addendum are contained in the applicable developer's Software end user license agreements, and in any applicable Software maintenance and support agreements included with the purchase of the Software license or separately purchased by Ordering Agencies.

x. With respect to Section 46, "Examination and Audit," the State's audits rights shall apply only to those records reasonably necessary to support Contractor's or Authorized Dealers' invoices and charges to the State and Ordering Agencies for products and services purchased or leased under this Participating Addendum.

5. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-15-70-23
- B. Nevada NASPO ValuePoint Master Agreement Number 3091, subject to the changes set forth below:
 - i. With respect to 3.7.4 of the Master Agreement, Contractor can provide the State with specific options to enhance data security in addition to the 3-pass overwrite that will be performed by Contractor at no additional charge as required under 3.7.4.3. Some of these options are at an additional cost, including hard drive removal under Section 5.4.6 of the Master Agreement. The Ordering Agency is responsible for choosing what, if any, options it wants Contractor to provide beyond the included end-of-term 3-pass overwrite, including whatever erasure standards may be required by applicable law.
 - ii. The notification requirements of Section 5.4.7.2 of the Master Agreement, "Special Promotions," shall apply exclusively to Contractor in the event Contractor provides special promotion or pricing as a supplement to the applicable Attachment I Price Schedule.
- C. Canon Service Level Agreement (Exhibit B)

6. Available Products and Services

This Participating Addendum includes the following Groups:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format
- Group D – Printers

7. Disallowed Products and Services

Contractor-supplied leasing agreements and rental options are not allowed. This restriction is not applicable to political subdivisions/local governments.

8. Price List

- A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The PSS shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Minimum Discount off List Price
 - 4) Contract Price
- C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.
- D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- E. State-approved PSS will be posted on the State's eProcurement website.

9. Equipment Additions/Deletions

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded groups under the NASPO ValuePoint Master Agreement;
 - 2) Contractor has obtained prior approval from the Nevada NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.
- D. Notwithstanding the provisions of this Section 9, Contractor retain discretion to remove discontinued equipment models from the list of equipment offered under this Participating Addendum in accordance with the NASPO ValuePoint Master Agreement.

10. Authorized Dealers

- A. State-approved Canon USA authorized dealers ("Authorized Dealers") will be posted on the State's eProcurement website. Authorized Dealers may accept orders for the sale of equipment and the performance of services under this Agreement and, with respect to such orders, shall have sole responsibility for fulfilling such orders. Charges for all orders will be invoiced individually by each Authorized Dealer and order payments will be made by the Ordering Agency directly to the Authorized Dealers. In the event of any disputes between an Authorized Dealer and the State or Ordering Agency, Canon USA shall investigate, shall consult with the Ordering Agency or State as appropriate, and shall use commercially reasonable efforts to resolve the dispute. Nothing contained in this Agreement shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its Authorized Dealers and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its authorized dealers is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- C. Subject to the approval of the State, Authorized Dealers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Dealers or changes to current Authorized Dealers contact information at any time during the contract term.
- D. Contractor shall submit an Authorized Dealer list identifying the company name, address, contact name, phone number and email of Authorized Dealers to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.

11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum. This section does not apply to political subdivision/local government use of this Participating Addendum.

12. Contractor Responsibilities

Contractor or the Authorized Dealer must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

13. Invoicing

The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

14. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

Participating Addendum No. 7-15-70-23

- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Master Unit 2
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as a separately charged adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged as a separate line item to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JAN 1 to MARCH 30	APR 30
APR 1 to JUNE 30	JUL 31
JULY 1 to SEPT 30	OCT 31
OCT 1 to DEC 30	JAN 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. Contract Management

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Canon USA
Name: Mike Hurley, Contract Admin.
Phone: (631) 330-3613
Fax: (631) 330-5459
E-Mail: isqbidadmin@cusa.canon.com
Address: 1 Canon Park
Melville, NY 11747

- B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Cynthia Okoroike
Phone: (916) 375-4389
Fax: (916) 375-4663
E-Mail: cyntha.okoroike@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. Should State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

17. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor, Authorized Dealers and the Ordering Agency, as applicable, of the obligation to perform under any purchase order or other similar ordering document for the stated terms thereof if executed prior to the termination becoming effective.

18. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with or contrary to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Nevada NASPO ValuePoint Master Agreement Number 3091, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Canon U.S.A., Inc.

By: 

By: 

for Name: Jim Butler

Name: Junichi YOSHIKAKE

Title: Deputy Director

Title: SENIOR VICE PRESIDENT, G.M., BISC

Date: September 25, 2015

Date: SEPTEMBER 23, 2015

EXHIBIT B

SERVICE LEVEL AGREEMENT (SLA)

1. Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Response Time - Fleet

Vendor agrees to maintain the following service levels defined below as targets:

Group	Performance Criteria	Quarterly Uptime
A/B	Average Uptime under 105ppm multifunctional devices (within servicing territory for each dealer) Includes	95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)
A/B	Average Uptime Production Equipment 105ppm or greater (within servicing territory for each dealer)	80% or better on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within Canon's Servicing Territory.
C	Wide Format Devices PW900 CW650 PW340 CW900 PW500	95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory.
D	Printers (Color and Black & White) imageCLASS Models MF models imageRUNNER LBP models have the same uptime as category A/B under 105ppm	See Exchange /Carry-In Policy Attached
F	Scanners	See Exchange /Carry-In Policy Attached
	Average On-Site Response Time	6 Hours or Less - over 6 fixed quarterly intervals

		per year, for devices within a servicing territory. Except exchange models if applicable.
	First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

Service Territory – 50 miles within the Authorized Servicer
Production Equipment - units with rated speeds 105 pages per min or faster and/or graphic production color units (excludes imageRUNNER color units).

Multifunctional Devices – Black and White units with rated speeds below 105 pages per minute and business color units (imageRUNNER color units are included in this classification).

For All Multi-Function devices - B/W & Color

Average response time - Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

For B/W units with rated speeds 105 pages per minute or faster and/or Graphic production color units (Excludes imageRUNNER color units)

Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

For Groups A and B - Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

Loaner Unit/Backup Production – If any unit in Groups A and B is inoperable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

For groups D and F, The Exchange and Carry-Inn Product Limited Warranty would apply.

1.3 Additional Vendor Guarantees

1.3.1 **Training** – End-user training - Upon equipment installation shall be at no charge. Technical support training to include Network connectivity and print driver installation. Subsequent training shall be available on an ongoing basis during the contract at an additional charge. Scheduling of all training shall be mutually agreed upon during regular business hours.

1.3.2 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2. Reporting and Billing

2.1 **Timely Reporting** – Vendor shall produce reporting for the State within 30 days of the closing of the reporting period.

- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party.



2016-17 Consumer Confidence Report

Water System Name: **Gorman School System #1900912**

Report Date: **6/29/2017**

We tested the drinking water quality for many constituents as required by state and federal regulations. This report shows the results of our monitoring for the period of January 1 - December 31, 2016 and may include earlier monitoring data.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo ó hable con alguien que lo entienda bien.

Type of water source(s) in use: Ground Water from 1 well.

Name & location of source(s): Well #1-West of main building

Drinking Water Source Assessment information:

Water Vulnerability is limited to septic tank proximity.

Time and place of regularly scheduled board meetings for public participation:

Water assessment may be viewed at the district office.

2nd Tuesday of each month at 3:00 p.m.

For more information, contact:

Joe Andrews

Phone: 661-248-6441

TERMS USED IN THIS REPORT

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water.

Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.

Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Primary Drinking Water Standards (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Secondary Drinking Water Standards (SDWS): MCLs for contaminants that affect taste, odor, or appearance of the drinking water.



Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Contaminants with SDWSs do not affect the health at the MCL levels.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Variations and Exemptions: Department permission to exceed an MCL or not comply with a treatment technique under certain conditions.

ND: not detectable at testing limit

ppm: parts per million or milligrams per liter (mg/L)

ppb: parts per billion or micrograms per liter ($\mu\text{g/L}$)

ppt: parts per trillion or nanograms per liter (ng/L)

ppq: parts per quadrillion or picogram per liter (pg/L)

pCi/L: picocuries per liter (a measure of radiation)

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or



from human activity.

Contaminants that may be present in source water include:

- *Microbial contaminants*, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- *Inorganic contaminants*, such as salts and metals, that can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- *Pesticides and herbicides*, that may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- *Organic chemical contaminants*, including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, agricultural application, and septic systems.
- *Radioactive contaminants* that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the USEPA and the California Department of Public Health (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Tables 1, 2, 3, 4, 5, and 7 list all of the drinking water contaminants that were detected during the most recent sampling for the constituent. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. The Department allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of the data, though representative of the water quality, are more than one year old.

TABLE 1 – SAMPLING RESULTS SHOWING THE DETECTION OF COLIFORM BACTERIA						
Microbiological Contaminants <small>(complete if bacteria detected)</small>	Highest No. of Detections	No. of months in violation	MCL	MCLG	Typical Source of Bacteria	
Total Coliform Bacteria	(In a mo.) 0	(# Mo.) 0	More than 1 sample in a month with a detection	0	Naturally present in the environment	
Fecal Coliform or <i>E. coli</i>	(In the year) 0	(# Mo.) 0	A routine sample and a repeat sample detect total coliform and either sample also detects fecal coliform	0	Human and animal fecal waste	



TABLE 2 – SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER			or <i>E. coli</i>			
Lead and Copper <small>(complete if lead or copper detected in the last sample set)</small>	No. of samples collected	90 th percentile level detected	No. sites exceeding AL	AL	PHG	Typical Source of Contaminant
Lead (ppb)	10	0	0	15	0.2	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppm)	10	0	0	1.3	0.3	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
TABLE 3 – SAMPLING RESULTS FOR SODIUM AND HARDNESS						
Chemical or Constituent <small>(and reporting units)</small>	Sample Date	Level Detected	Range of Detections	MCL	PHG <small>(MCLG)</small>	Typical Source of Contaminant
Sodium (ppm)	2012	53	45-75	none	none	Salt present in the water and is generally naturally occurring
Hardness (ppm)	2012	220	200-340	none	none	Sum of polyvalent cations present in the water, generally magnesium and calcium, and are usually naturally occurring

*Any violation of an MCL or AL is asterisked. Additional information regarding the violation is provided later in this report.

TABLE 4 – DETECTION OF CONTAMINANTS WITH A PRIMARY DRINKING WATER STANDARD						
Chemical or Constituent <small>(and reporting units)</small>	Sample Date	Level Detected	Range of Detections	MCL <small>[MRDL]</small>	PHG <small>(MCLG) [MRDLG]</small>	Typical Source of Contaminant
Gross Alpha (ug/L)	2012	6.09	6.45-18.9	15	0	Erosion of natural deposits
Radium 228	2012	0.898	0.19-5	5	0	Erosion of natural deposits
Uranium (pCi/L)	2012	4.3	0-20	20	0.43	Erosion of natural deposits
Antimony	2016	ND	2.0	6	20	Discharge from petroleum refineries
Barium (ug/L)	2016	0.01	0.01-0.06	1	2	Erosion of natural deposits
Chlorine (ppm)	N/A	N/A	N/A	N/A	N/A	Disinfectant added for treatment
Fluoride (ppm)	2016	0.60	0-2.1	2.0	1	Erosion of natural deposits, leaching from fertilizer & septic systems



Nitrate (ppm)	2016	15	0-20	45	45	Erosion of natural deposits
Mercury (ug/L)	2016	.75	0.20	2	1.2	Erosion of natural deposits
Nickel (ug/L)	2016	ND	10-13	100	12	Erosion of natural deposits
TABLE 5 – DETECTION OF CONTAMINANTS WITH A SECONDARY DRINKING WATER STANDARD						
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	MCL	PHG (MCLG)	Typical Source of Contaminant
Aluminum (ppb)	2016	ND	0.05	1000	N/A	Erosion of natural deposits
Chloride (ppm)	2016	ND	10-29	5000	N/A	Runoff/leaching from natural deposits
Iron (ppb)	2012	150	50-540	300	N/A	Leaching from natural deposits
*Manganese (ppb)	2014	42	0-100	50	N/A	Leaching from natural deposits
Sulfate (ppm)	2012	65	110-170	500	N/A	Runoff/leaching from natural deposits
TDS (ppm)	2012	390	300-620	1000	N/A	Runoff/leaching from natural deposits
Turbidity (NTU units)	2016	1.2	0.18-16.0	5	N/A	Soil Runoff
Zinc (ppm)	2016	ND	.5-1.1	5	N/A	Runoff/leaching from natural deposits
Odor (units)	2016	ND	ND-1	3	N/A	Naturally-occurring organics material
TABLE 6 – DETECTION OF UNREGULATED CONTAMINANTS						
Chemical or Constituent (and reporting units)	Sample Date	Level Detected	Range of Detections	Notification Level	Health Effects Language	
None						

*Any violation of an MCL, MRDL, or TT is asterisked. Additional information regarding the violation is provided later in this report.

Additional General Information on Drinking Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA’s Safe Drinking Water Hotline (1-800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers



for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Lead-Specific Language for Community Water Systems: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Gorman School System is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Summary Information for Violation of a MCL, MRDL, AL, TT, or Monitoring and Reporting Requirement

VIOLATION OF A MCL, MRDL, AL, TT, OR MONITORING AND REPORTING REQUIREMENT				
Violation	Explanation	Duration	Actions Taken to Correct the Violation	Health Effects Language

For Water Systems Providing Ground Water as a Source of Drinking Water

TABLE 7 – SAMPLING RESULTS SHOWING FECAL INDICATOR-POSITIVE GROUND WATER SOURCE SAMPLES					
Microbiological Contaminants (complete if fecal-indicator detected)	Total No. of Detections	Sample Dates	MCL [MRDL]	PHG (MCLG) [MRDLG]	Typical Source of Contaminant
<i>E. coli</i>	(In the year) 0	N/A	0	(0)	Human and animal fecal waste
Enterococci	(In the year)		TT	n/a	Human and animal fecal waste



	0	N/A			
Coliphage	(In the year)		TT	n/a	Human and animal fecal waste
	0	N/A			

Summary Information for Fecal Indicator-Positive Ground Water Source Samples, Uncorrected Significant Deficiencies, or Ground Water TT

SPECIAL NOTICE OF FECAL INDICATOR-POSITIVE GROUND WATER SOURCE SAMPLE				
N/A				
SPECIAL NOTICE FOR UNCORRECTED SIGNIFICANT DEFICIENCIES				
Iron, Manganese & Turbidity: is frequently found in water systems supplied by groundwater wells. Mountain area				
Wells are notoriously prone to produce water that contains these elements. There are no known direct adverse health				
effects; however their presence above certain levels is objectionable. Clothes laundered can come out stained. Adding				



Bleach may only intensify the stain. Plumbing fixtures are also stained.				
VIOLATION OF GROUND WATER TT				
TT Violation	Explanation	Duration	Actions Taken to Correct the Violation	Health Effects Language
None				

GORMAN JOINT SCHOOL DISTRICT

PERSONNEL REPORT #02-17-18

August 8, 2017

Certificated

Rehire

Substitute teacher
Employee #VF8672207
Effective August 8, 2017